



Tenant Information Booklet

Congratulations on finding your new home!

Judge Realty would like to welcome you Melbourne's Inner West.

Moving to a new house is an exciting time. We know that during this time you are provided with lots of documents, sent electronically and new information to remember.

This information booklet is a friendly reminder of things you may need to reference during your tenancy and what to do in certain situations. After you have read this booklet, if you have any unanswered questions, please feel free to give us a call.

We look forward to getting to know you, and welcome home.

From Richard and the team at Judge Realty.



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Your Legal Rights and Responsibilities

We know you have been provided with lots of information as you move into your new home, however we recommend taking the time to read: **Renting a Home: A Guide for Tenants**. This contains useful information which may assist throughout your tenancy.

Your Tenancy Documents

We have also provided you, three legal documents about your tenancy:

- i) Tenancy Agreement
- ii) Condition Report
- iii) Bond Lodgement

It is important that you keep these safe and in an accessible place during your tenancy.

i) Tenancy Agreement

Your Tenancy Agreement, often referred to as 'lease', sets out the conditions of your tenancy. You may need to provide a copy to the local council for parking permits or as proof of address.

ii) Condition Report

Your Condition Report documents the condition of the property at the beginning of your lease. It is used as a comparison at the end of your lease and is important in order to get your bond back.

At your Welcome Meeting, you were provided with a set of keys for the property, the Condition Report and photos. Make amendments as required, in the tenant's section of the report (by all tenants) and submit electronically to Judge Realty within **3 business days** of your lease starting.

If you forget to return the Condition Report within 7 days, the initial copy we provided at the start of your lease (the Agent's copy) is considered correct. This is then used as a comparison at the end of your lease or where any dispute may arise.

Please note: The Condition Report is not a request for maintenance works to be carried out.

iii) Bond Lodgement

As part of your Welcome Meeting, we confirmed your Bond Lodgement was successfully submitted, which acts as a receipt from us for your bond. All bonds are lodged and held with the Residential Tenancies Bond Authority (RTBA), which is a third-party government agency.

Please note: If you have not received your Bond Lodgement receipt, contact the RTBA directly.

Contents Insurance

We recommend taking out home contents insurance which also has public liability. This will protect your personal belongings in the unfortunate event of a burglary or fire, and protect your visitors, should they have an accident.

Please note: The Landlord's Insurance only covers the building and its fixtures and fittings.

Smoke Detectors

We want to make sure your smoke detector protects your home, so it is important you test the smoke detector/alarm, as outlined in your lease. We will organise an annual smoke detector check on behalf of the landlord.

Please note: Contact us immediately if you suspect a smoke detector to be faulty or the batteries need replacing.

Electronic Communication

We are committed to protecting the environment, so we are a paperless office. This means all our electronic communication, including text messages, emails and attachments are deemed written communication under the Electronic Transactions (Victoria) Act 2000.

Please note: It is best to keep us updated of your current contact details, because if we send something important and you miss it because you have new contact details, our communication is considered valid.

Contact Details

So we can remain in contact, let us know in writing, of any changes to your contact details during your lease. This includes your: home landline (if connected), mobile, email, work email, work telephone/mobile and employers' details. Also, let us know your preferred contact number and email address, so we use that first.

Getting Connected – Utilities

When moving into your home, you need to organise all utility connections (and when moving out, all disconnections). We forwarded your details to 'My Connect' who connect all utilities at no extra cost to you. If your utilities have not yet been connected, please contact My Connect directly on **1300 854 478**. Alternatively, you may choose to contact individual utility providers of your choice.

During Your Tenancy

Keys

We recommend keeping a duplicate set of keys with a friend in case you find yourself locked out. We hold a duplicate set of keys, which can be borrowed during **business hours**. If you need to borrow the duplicate keys, we require a \$200 deposit.

If you change any locks during your lease, please provide us with a duplicate set of the new keys as soon as possible (just in case you lock yourself out).

For any issues with keys outside of business hours, please contact a locksmith directly. If this happens, you will need to pay for the locksmith costs.

Payment of Rent

All rental payments (rent) are due on the **first of each month**. To make payment, you were given a DEFT number, which is unique to your home. We can only accept rent using your DEFT details provided, through BPAY or Credit Card. We recommend setting up a monthly direct debit for the first of each month, so payments occur on time.

If the lease is in joint or multiple names, everyone listed on the lease is jointly responsible for rent. If someone on the lease cannot pay their part of the rent, the others listed on the lease are responsible to make that payment.

If you experience any difficulties in paying rent on time, please contact us immediately to discuss your options. If you do not make contact, and your rent is 14 days late (in arrears), we will have to issue a notice to vacate.

Please note: For any lease that begins mid-month, a pro-rata rental payment will occur to the end of that month.

Tenancy Transfer

Your current lease is approved in your name(s) only. Should a new tenant wish to move in, you need to place this request in writing to us, to have the tenant approved.

As changes in occupancy may affect your bond refund, a new Bond Transfer form needs to be completed with the new and old tenant names and signatures.

The cost for a tenancy transfer and other obligations are detailed in your lease.

Routine Inspections

Throughout your lease, we will make contact to organise routine inspections to see that your home is being looked after well. At these inspections, we take photos to show the Landlord, and report any maintenance required.

General Maintenance and Repairs

If you notice something needs repairing, please let us know by email, with photos (where possible) as soon as you can.

Please Note: You are legally required to let us know of any repairs or maintenance issues that occur during your tenancy. If something is not reported, you may be required to pay for the repair or replacement of that item.

Urgent Repairs

Sometimes it is difficult to know whether something is urgent or not, so we have listed repairs considered urgent and where you should call us immediately on **0402 211 254** (leave a detailed message). If in doubt, please take a photo of the damage/concern and text it to us.

- Burst hot water service.
 - Blocked or broken lavatory system (if only one in property).
 - Serious roof leak.
 - Gas leak.
 - Dangerous electrical fault.
 - Flooding or serious flood damage.
 - Serious storm or fire damage.
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- Failure or breakdown of an essential service or appliance provided by the Landlord for hot water, water, cooking, heating or laundry.
 - Failure or breakdown of gas, electricity or water supply.
 - Appliance, fitting or fixture provided by a landlord that uses or supplies water and is malfunctioning in a way that results or will result in a substantial amount of water being wasted.
 - Any fault or damage that makes the property unsafe or insecure
 - A serious fault in a lift or staircase in the property.

Please note: If you contact a tradesman and engage their services when we have not deemed the repair as urgent, you will be required to pay.

Ending Your Tenancy

Vacating after Your Fixed Term Agreement has Expired

Under the Residential Tenancies Act 1997 if you want to leave your home on a date that is on or after the end date of your lease (specified in your latest lease), you need to give 28 days' notice in writing to us.

Lease Break

If you want to leave your home prior to the end of your lease, this is called breaking the lease. You will recall, your lease is a legal document, so you are responsible for paying rent until the day before a new lease begins or the end of your lease (whichever occurs first). There are also additional costs you will need to pay, which are associated with the Landlord's advertising and re-letting costs. These include:

- All advertising and marketing expenses.
- A pro-rata letting fee (for example: if you have 6 months of the 12-month lease remaining, you pay half of the letting fee. Letting fees are usually two weeks' rent).
- Tenancy reference checks through **two** National Tenancy Databases (NTD & TICA), for each tenant check.
- Condition report photos.

Please note: If another agency contacts us for a reference check, Appendix 1: Rental Reference Form, lets you know the information we provide.

Open for Inspections

Once you give notice to leave or if you break the lease, open for inspections will be organised prior to you moving out. We ask that you keep the property clean and tidy during these inspections. We supervise all inspections and private appointments, however during this time, we highly recommend any valuables are removed or hidden from view.

Please note: Make sure you take **all** door keys during this time, in case we use a lock that you don't usually use.

Key Return

At the end of your lease, you need to return all keys for the property to us.

Please note: We will continue to charge rent at a daily rate, until all keys for the property are returned.

Property Cleaning & Gardens

Property - It is important that you leave the property in the same condition as was when you moved in. Cleanliness of the property is assessed against the Condition Report.

'Fair wear and tear' is accepted, however, the property must be clean. We appreciate everyone has different standard of 'clean', so recommend using a professional cleaner to avoid having to return and clean a second time.

Carpets – All carpets must be professionally steam cleaned and receipt provided.

We recommend using: Exit and Bond Cleaning (1300 661 337) for inside the property and carpets.

Gardens – All gardens and exterior surroundings are to be left in the same condition as at the start of your lease. This usually means you will need to weed gardens, mow lawns and tidy the outside areas.

Bond Refund

To enable a speedy bond refund, please leave the property in good clean condition as specified above.

We use the Condition Report and photos to assess the property at the end of your lease. In situations where the property is not clean or damaged, the Condition Report forms the basis for any bond compensation claims.

Whilst we have had no disputes about bond refunds, should any arise, we will make an application to the Victorian Civil Administrative Tribunal (VCAT) for a hearing, in order to settle the matter. Only after this matter has been heard can funds be distributed as directed by the tribunal.

To get your bond refund, you need to complete a Bond Claim form which we will send to you. Once complete, the form will be lodged with the RTBA. All tenants who signed the initial Bond Lodgement Form at the start of the lease (including the Agent), must also sign this form before any refund can occur. Once approved, the RBTA will transfer your bond into your chosen bank account(s).

Further Information

Please feel free to contact Judge Realty if you have any further questions.

M: 0402 211 254
E: richard@judgerealty.com.au
W: www.judgerealty.com.au

Appendix 1: Rental Reference Form

To: _____ From: _____

Date: _____ Re: **Rental Reference**

Please note: Information contained is strictly confidential. Its contents **are not** disclosed to the applicants.

APPLICANTS NAME/S: _____

RENTED PROPERTY ADDRESS: _____

Was the applicant listed on the lease? Yes / No

Tenancy start date	Tenancy end date	Monthly rental	\$
Rent paid until	Vacating Date	Rent paid on time?	Yes / No

Notice to vacate given by	Tenant / Landlord / Agent
Reason for notice to vacate	
Was tenant ever more than 14 days in rent arrears	
What breach or warning letters were served during the tenancy	
Maintenance reported during the tenancy	
Routine Inspection Results	
Condition of the property during the tenancy	
Any complaints during the tenancy	
Pets kept at the property	
Condition of the property upon vacating	
Bond refunded	Yes / No
Did the Agent ever apply to VCAT	Yes / No
We would not rent to this client again	Please explain:
Any additional information	

Please find enclosed a copy of the tenant ledger for your reference.

Referee Name:

Signature: