



# TENANT GUIDE

## Australian Capital Territory

Congratulations on being approved to rent with Spencer Property Group.

We are sure you will have some questions regarding renting with Spencer Property Group and living in your new property. The following booklet has been compiled to assist you with navigating the often tricky sections of legislation imposed by local authorities.

The legislation may change throughout your tenancy, so please look to your property manager for guidance. Your property manager is an expert in the rules and regulations, this guide will provide you with a reference point for many items that may occur during a tenancy.

We welcome you to our company and look forward to working with you.

Warm regards,  
Kimberly Spencer  
Licensee in Charge

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# **MOVING INTO YOUR RENTAL PROPERTY**

## **CONDITION REPORT**

You will be provided an electronic copy of the condition report upon taking possession of the property to record any items that might have been overlooked by our agents. You are required to return a signed copy within fourteen (14) days. Please return the report via email to [admin@spencerproperty.com.au](mailto:admin@spencerproperty.com.au)

## **BOND**

You will be required to pay a bond equal to four (4) weeks rent. Bond is due upon signing the residential tenancy agreement. You can pay the bond directly into the Spencer Property Group Trust Account and we will direct the funds to the Rental Bond Board on your behalf. Please be aware you will not be able to move into the property until the bond amount is paid in full and funds have cleared to the Spencer Property Group Trust Account.

## **KEYS**

You will be provided two full set of keys and access cards if applicable for the property. The keys will be photocopied and signed out at the commencement of your tenancy.

If you lock yourself out of the property an agent may be available, however it isn't guaranteed, to provide access to the leaseholder. A call out fee will be incurred against the leaseholder. If the agent is unavailable, you will be required to arrange a locksmith to provide access to the property at your cost and notify your property manager via email as soon as practicably possible.

## **UTILITIES AND WATER**

You are responsible for the connection and payment associated with all utility accounts. This includes but isn't limited to: gas, electricity, telephone, Internet, cable television and water (excluding apartments).

Due to safety, liability and insurance purposes, we cannot provide you a copy of the keys prior to your lease start date. It is recommended that you organise connection for the day you are due to move in to the property.



You will be provided a copy of the water account showing the amount of water used and the cost of the water. You will be required to pay the account within 21 days of being supplied with the account. You can pay the account using your rental payment details you cannot combine the payment with your rent as it may result in the payment being allocated to another purpose, such as rent.

You are only responsible for water if;

- the premises are separately metered
- the premises contain water efficiency measures prescribed by the regulations

## **INSURANCE**

Spencer Property Group encourages all tenants to have comprehensive insurance that covers loss or damage to their contents. When purchasing a policy, you should consider your public liability risk in the event the property is damaged or injury occurs at the property.

## **LIVING IN YOUR RENTAL PROPERTY**

### **USE OF PREMISES**

You are only authorised to use the premises for residential purposes unless otherwise agreed in writing. If you would like to operate a business from home, please email your request to [admin@spencerproperty.com.au](mailto:admin@spencerproperty.com.au). Please be aware that the landlord has the discretion to refuse a request to run a business from the premises.

As a tenant of Spencer Property Group, you and your guests have an obligation to;

- Not use the premises for illegal purposes.
- Not to cause a nuisance or disturb neighbours.
- Keep the premises in a reasonable state of cleanliness.
- Notify the agency if the premise is vacant for more than three (3) weeks
- Not exceed the number of authorised tenants residing at the premises



## **ROUTINE INSPECTIONS**

During your tenancy, Spencer Property Group will need to access the premises to carry out routine/periodic inspections. We will conduct two routine inspections in each twelve-month period of your tenancy. In addition, we will also conduct an inspection within the first 4-8 weeks of your tenancy to ensure everything is running smoothly.

You will be contacted approximately fourteen (14) days before each inspection via email to book in an inspection time. If you do not book an inspection time, the agent will assume you are happy for them to access the property unaccompanied at a set date and time which suits the property manager. You will have full written knowledge of each inspection the agent intends to do.

## **PARKING**

Is dependent on spaces allocated for the property. If you have more vehicles than allocated parking spaces, you are responsible for organising your own alternate parking options. Please be mindful if parking the car on the street you will need to review council restrictions and adhere to regulations.

You are not permitted to park in visitors, trades and services, loading or emergency allocated spaces.

## **UPDATING DETAILS**

You are responsible for updating Spencer Property Group if your contact information changes. You are to notify Spencer Property Group within two (2) weeks of the change occurring via email to [admin@spencerproperty.com.au](mailto:admin@spencerproperty.com.au)

## **CARING FOR PETS**

We understand that pets are an important part of many families however some properties are not suitable for pets at the premises. If you wish to apply to keep an animal at the premises, you will be required to complete the Pet Application Form.

If you have a pet reside at the property, you must comply with body corporate regulations and council by-laws.



As a tenant of Spencer Property Group, you are responsible for your pet and have an obligation to;

- Seek approval prior to having the pet at the premises
- Ensure the pet does not cause any damage
- Rectify any damage caused by the pet
- Not leave the pet alone for long periods of time
- Not allow the pet to cause a nuisance and disturb neighbours
- Carry out additional cleaning to remove pet hair, urine and/or odours
- Rectify any infestations caused by the pet (such as fleas or ticks)

## **SMOKING**

Spencer Property Group has a no smoking policy inside rental properties. This includes common areas, walkways and balconies in apartment/townhouse complexes. You and your guests are permitted to smoke outside the premises however you must be mindful of your surrounds. Please ensure that doors to the property are closed to prevent smoke from blowing inside the premises. It can be very costly and difficult to remove the smoke odour from surfaces such as the walls, ceiling and carpet. Please dispose the cigarette butts in a bin, you must never put them over the balcony or in garden beds.

## **RENT ARREARS**

As a tenant of Spencer Property Group, you make a commitment upon signing the lease agreement that you will not fall behind in your rent. When you move into your property we will discuss when rental payments are due and assist you in developing a convenient way to make these payments. You are expected to pay in advance at all times.

Please keep in mind that there are delays that may occur as a result of paying rent which are outside of our control. As a tenant it is your responsibility to ensure these delays are accounted for, e.g. banks not operating on a weekend and banking transfer times.

If in the event you are unable to make a rent payment, please contact your property manager immediately; unless you communicate with us, we cannot help you. It is in your best interest to pay your rent ahead of time as being in rent arrears may affect your future tenancies. We cannot alter your ledger or deceive another agent.



If your rent remains unpaid for more than seven days, you will be issued a Notice to Remedy.

You will be given seven days to pay your rent completely up to date. If you fail to do so, you will be issued a Notice to Vacate after fourteen days requesting you vacate the premises. Should you not vacate the premises during this time the owner may request we apply to the Civil Administrative Tribunal of ACT (ACAT) to seek an eviction.

Unfortunately mistakes can occur. If you feel there has been an error made by Spencer Property Group please email [admin@spencerproperty.com.au](mailto:admin@spencerproperty.com.au) and supply proof you have made the payment and we will review our records.

## **MODIFYING THE PREMISES**

We understand that some tenants may wish to modify the property to better suit their needs.

You must obtain written approval before making any modifications to the premises. You will be responsible for returning the property back to its original state when you vacate the premises unless otherwise agreed in writing. Failing to do so may result in extended bond return times and/or deductions from your bond.

## **CHANGING TENANTS**

If your tenancy has multiple people, one tenant may wish to vacate and have another move into the property. Each situation is handled on a case-by-case basis, as there are a number of variables. The new applicant will be required to complete an application form, be subjected to reference checks, and owner approval. If you require a change of tenant, please email your property manager for further advice.

## **BINS**

You will be provided with bin facilities at your rental premises. You should look on your local council website for information about collection days. It is your responsibility to clean your bin.

We recommend that you rinse your bin on a regular basis and allow it to dry before putting items back into it.



Bins are only to be used for general household items. You are not to dispose of large items such as furniture. Some buildings offer large communal bins; if your property has a communal bin, please ensure no items are placed next to the bin and all boxes are broken down before disposal.

## **HOUSEKEEPING**

You are required to keep your rental property clean and tidy - regular cleaning can reduce property damage and discolouration around the home that may cause an issue with your bond when you vacate. We acknowledge there will be some deterioration of the property due to normal ageing (known as 'fair wear and tear') however this does not include tenant negligence. Please refer below for some helpful hints to living at your property.

## **APPLIANCE & SAFETY SWITCHES**

As a tenant, it is your responsibility to ensure that all appliances you bring to the property are connected and functioning. When connecting appliances to water, such as washing machines or dishwashers, it is recommended that you test the machine whilst you are home to ensure flooding does not occur. Faulty appliances when connected to a power point can cause the safety switch to trip. In the event that you do not have power please check the safety switch prior to reporting the fault for maintenance. If a tradesperson is organised and the cause is your appliances, the account will be passed onto you.

## **LIGHT BULBS**

You are responsible for replacing and changing all blown light bulbs, throughout your tenancy. If the light fitting is defective, please advise your property manager.

## **SMOKE ALARMS**

You are responsible for ensuring the battery in your smoke alarm is functioning. You can carry out a simple test by pushing the button on the smoke alarm. If you feel the smoke alarm is defective, please contact your property manager immediately, do not remove it.

## **MOULD AND CONDENSATION**

The best defence against mould is prevention. It is important that you properly ventilate the property by opening doors and windows where possible. Please do not place wet clothes inside wardrobes. If you notice any signs of mould on walls, ceilings or furniture, please wash it off immediately. Your property manager can provide you information on cleaning mould.

## **HOT WATER SYSTEM**

If your hot water is only hot for a short time or not at all, your hot water system may need to be topped up or the pilot light may be out. To top up an electric hot water system, locate the lever on the top of the hot water system until water comes out the overflow. To relight the pilot light on a gas hot water system, please refer to the instructions on the hot water system.

## **TIMBER FLOORS**

If your rental property has timber floors, you must take precautions to protect the floors from scratching. You should apply felt/soft rubber padding underneath all furniture to prevent scratches from movement.

## **GARDENING**

You are responsible for maintaining the gardens at the rental property, unless otherwise agreed. You are to clean large piles of leaves and vegetation as it is a potential fire hazard and against council regulations. You must ensure grass is kept low to reduce the risk of snakes. When watering the garden, please take into consideration council regulations.

## **FILTERS**

It is important to regularly clean filters throughout the property to prevent fire hazards and mould build up. The three main filters you need to consider are:

- Dryer filters should be cleaned after every use, to stop a build-up of lint which can be a fire hazard. Please be aware some dryers have filters in the front and back of the unit.
- Air conditioner filters should be cleaned approximately every three (3) months to reduce the build-up which may result in mould.



- Range hood filters should be cleaned approximately each month to remove grease. You can clean your range hood filter by placing it in the dishwasher, subject to the size restrictions.

## **BATHROOMS**

The best way to prevent mould build up is to regularly clean the bathroom. You should purchase a squeegee that should be used to clean the shower screen regularly. This will remove water, which may etch into the screen if left to dry.

## **SCUFF MARKS**

We recommend that you use a 'Chux – Magic Eraser' to remove scuff marks. Please follow the directions on the packaging.

## **REPORTING MAINTENANCE**

Under the terms of your tenancy agreement you must notify your property manager of any damage or defects with the property. We have an expert team of qualified tradespeople to carry out repairs and maintenance. You are required as a condition of your tenancy that you report all maintenance that a tenant wouldn't be reasonably expected to do.

Please report general maintenance (not emergency maintenance) using the PropertyTree portal at <https://client.propertytree.com/login> . It is important that all fields are completed and as much information as possible is provided, including photos. We will make contact with you, generally via email, as soon as possible after receipt of your request.

Please ensure you check with your service provider for planned outages, prior to contacting your property manager. Failure to do so may result in a fee or charge being passed onto you.

You have the option for the tradesperson to contact you directly to organise access to the premises; alternative access can be organised via your property manager. If you do not let the tradesperson into the property at the arranged time, additional call out costs will be forwarded onto you.

If you require emergency maintenance to be carried out please phone your property manager immediately. Your property manager will help assess the

situation. If you are unable to contact your property manager please refer to the instructions under 'Emergency Maintenance'.

## **EMERGENCY MAINTENANCE**

If you have emergency maintenance, please immediately phone your property manager prior to organising repairs. If you cannot get hold of the agent, please refer the "Emergency Repairs" flyer for which companies to contact for each situation.

If you organise emergency maintenance, the landlord is required to reimburse the cost (maximum 5% of yearly rent) only if the organised service is compliant with the tenancy agreement terms listed below:

- a) the repairs arranged by the tenant must be made by the qualified tradesperson nominated by the lessor in the tenancy agreement;
- b) if the lessor has not nominated a tradesperson, or the nominated tradesperson cannot be contacted or is otherwise unavailable—the repairs must be performed by a qualified tradesperson of the tenant's choosing;
- c) if the repairs are arranged by the tenant in accordance with these procedures—the lessor is liable for the cost of repairs and the tradesperson may bill the lessor direct;
- d) if the tenant does not act in strict compliance with this clause—the tenant is personally liable for the cost of any urgent repairs arranged by the tenant.

The types of repairs that are deemed urgent are defined as follows:

- a burst water service;
- a blocked or broken lavatory system, if there are no other facilities
- a serious roof leak;
- a gas leak;
- a dangerous electrical fault;
- flooding or serious flood damage;
- serious storm or fire damage;
- a failure of gas, electricity or water supply to the premises;
- the failure of a refrigerator supplied with the premises;
- a failure or breakdown of any service on the premises essential for hot water, cooking, heating or laundering;

- a fault or damage that causes the residential premises to be unsafe or insecure;
- a fault or damage likely to cause injury to person or property;
- a serious fault in any door, staircase, lift or other common area that inhibits or unduly inconveniences the tenant in gaining access to and use of the premises.

Please refer to your lease agreement and emergency maintenance fact sheet for a list of nominated emergency tradespeople.

## VACATING YOUR RENTAL PROPERTY

### NOTICE PERIODS

You can notify your property manager if you wish to vacate the property by email [admin@spencerproperty.com.au](mailto:admin@spencerproperty.com.au)

Common reasons for termination by landlord:

<b>Reason</b>	<b>Notice Period</b>
End of fixed term tenancy	26 weeks
Periodic tenancy	26 weeks
Sale of property	8 weeks
Breach of agreement	14 days after notice to remedy expiry

Common reasons for termination by tenant:

<b>Reason</b>	<b>Notice Period</b>
End of fixed term tenancy	30 days
Periodic tenancy	3 weeks
Breach of agreement	14 days after notice to remedy expiry
Other reasons	Seek property manager advice

### EARLY TERMINATION

If you need to terminate your lease agreement during a fixed term tenancy, please contact your property manager immediately. Your property manager will assist in negotiating between you and the landlord to reach a mutual agreement. If an agreement cannot be reached, you will need to apply to ACAT seeking an order to terminate your lease.



## **PROSPECTIVE TENANT INSPECTIONS**

As a requirement under your tenancy agreement you are required to allow reasonable access to the property during the final three (3) weeks of your tenancy, to show the property to prospective tenants. When providing your notice to vacate you will be asked to nominate two (2) week days to advertise the property. In addition to these two (2) inspections, an inspection will be carried out on Saturday. You will be contacted 24 hours before the inspection, by the inspecting agent.

Inspections generally take approximately 15 minutes, however may take 30 minutes depending on the number of attendees.

## **BEFORE YOU VACATE**

Moving can be very stressful, please refer below for tips that can be carried out before you vacate to ease the strain of moving.

## **DISCONNECTING UTILITIES**

You are responsible for organising disconnection of utilities. We recommend you contact your utility provider immediately after providing notice to the agency as some contracts will have notice periods from cancellation.

Please allow the utilities to stay connected for 3 days after you return the keys. During the final inspection, we need to ensure all light bulbs are working, which we will be unable to do if there is no electricity.

## **MAIL REDIRECTION**

You should contact your local post office to organise mail redirection. If you have mail at the property, it will be returned to sender, we cannot forward it on.

## **BOOKING YOUR VACATING INSPECTION**

You will be contacted by your property manager to book in the vacating inspection. Inspection can be conducted Monday to Friday between 9am –



5pm. If you are unable to attend the inspection, please notify your property manager as soon as possible to make alternate arrangements.

During the inspection, you will be required to return all keys and remotes for the property provided to you at the commencement of your tenancy.

## **CLEANING STANDARDS**

When you notify Spencer Property Group you wish to vacate your rental property, you will be sent detailed information regarding detailed cleaning tips and preferred contractors.

Cleaning when vacating requires more attention and detail than regular cleaning. It is recommended that you thoroughly clean the property prior to removing your possessions.

Once your possessions are removed, you should carry out a final clean of the property to reach places blocked by furniture.

We recommend all carpets be professionally cleaned each twelve (12) months, during your tenancy. You must organise professional carpet cleaning at the termination of your tenancy. You will be required to provide a copy of the carpet cleaning receipt to your property manager at your vacating inspection.

All cleaning must be carried out prior to the final inspection. If the property is not cleaned prior to the inspection, your property manager will proceed to organise cleaning to be carried out on your behalf. These costs will then be forwarded onto you.

## **FAIR WEAR AND TEAR**

‘Fair wear and tear’ refers to deterioration of the property due to normal aging. You are responsible for maintaining the property within the terms of your tenancy agreement, such as reporting maintenance. During the vacating inspection, your property manager will compare the notes written on the ingoing condition report to the condition of the property.



## **OTHER INFORMATION**

### **COMPLAINT RESOLUTION**

If you have a concern or complaint regarding our service or your tenancy, you should:

1. Notify your property manager in writing, this may be done via email. Your property manager will try to resolve the issue and consult with the licensee-in-charge, if necessary.
2. There are many services available to tenants to explain the legislation around renting a property. You should contact the tenant union for guidance regarding your rights as a tenant.
3. If you are not satisfied with the resolution, you may contact the licensee-in-charge directly to discuss the concern.

### **PORTAL ACCESS**

To stay up to date with your rental property, you have 24 hour access through our website to the PropertyTree portal. Simply click on the PropertyTree link and use your login details. <https://client.propertytree.com/login>

### **HANDY CONTACTS**

LICENSEE: KIMBERLY SPENCER

p. 0413 241 132

e. kim@spencerproperty.com.au

ADMINISTRATION: GLEN SPENCER

p. 0418 697 659

e. admin@spencerproperty.com.au

EMERGENCY ASSISTANCE

Police/Fire/Ambulance: 000

SES Assistance: 132 500

[www.spencerproperty.com.au](http://www.spencerproperty.com.au)