

***Owners
Handbook***



Your Guide to Renting Out Your Property

Section 1

Answers to Frequently Asked Questions

Section 2

Tenancy Legislation

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A Guide to Getting Your Property Ready for Tenancy

Section 4

Our Promise

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Introduction

This guide has been developed as a service to our clients to help familiarise you with our property management processes and our tenancy management expectations.

We hope that you enjoy reading this handbook and please, if you feel that we have missed any important details we would welcome the feedback. Should you have a question which you believe is not answered, please call us on 8285 9125 and we will be happy to assist you.

Disclaimer

This handbook has been prepared by Rental Property Network as a guide for property Owners and Investors.

Our officers, employees, agents and associates believe that the information and material contained in this handbook is correct at the time of printing but do not guarantee or warrant the accuracy or currency of that information and material. To the maximum extent permitted by law, our officers, employees, agents and associates disclaim all responsibility for any loss or damage which any person may suffer from reliance on the information and material contained in this handbook or any opinion, conclusion or recommendation in the information and material whether the loss or damage is caused by any fault or negligence on the part of our officers, employees, agents and associates or otherwise.

The information relating to the law in this handbook is intended only as a summary and general overview on matters of interest. It is not intended to be comprehensive nor does it constitute legal advice. Whilst our officers, employees, agents and associates believe that such information is correct and current at the time of printing, we do not guarantee its accuracy or currency. Many factors unknown to us may affect the applicability of any statement or comment that we make to your particular circumstances and consequently you should seek appropriate legal advice from a qualified legal practitioner before acting or relying on any of the information contained in this handbook.

The information contained in the handbook is of a general nature and does not take into account your objectives, financial situation or needs. Before acting on any of the information you should consider its appropriateness, having regard to your own objectives, financial situation and needs.

Section One

Frequently Asked Questions

Maximising Rental Return

How to Determine the Best Rent For My Property?

We always strive to get you the maximum rent possible; however setting the correct market rent to get your property rented as soon as possible is equally important.

These are some of the factors we consider when determining this:

- a) Demand - Is there a high or low demand for properties at present. This can be seasonal and affected by a number of factors.
- a) Similar Properties Available Now - we look at properties currently available for rent in surrounding suburbs, and consider their location and features for comparison to calculate a suitable rent for your property. It is worth noting though that if a property similar to yours is currently 'available', then that means it *hasn't* yet been rented and so might not represent the correct rental rate for your property.
- b) What We Have Rented Right Now - We compare your property with what we have currently rented, taking into account property location and features as well as

how long ago the properties in question were rented. Markets can change rapidly and rent achieved in a particular suburb even as recently as 12 months ago might not be an accurate gauge for your property.

What if I want a rent amount that is higher?

You may place your property on the market at the rental amount you wish. However keep in mind that it is the market demand that sets the rent, and if prospective tenants deem the amount of rent too high then your property may stay vacant longer than necessary.

Be aware though, your annual rental return will be **reduced by 2% for every week it is vacant!**

How is the rent reviewed during the time that you manage it?

When we need to secure you a new tenant, or when a lease is up for renewal, we will always review the rent against market conditions. This can often be in line with changes in the CPI, but we also consider specific market changes in the suburb. We will always contact you for your permission before a rent increase.

Getting the Best Tenant

How Does Someone Apply For My Property?

Generally, we ask that prospective tenants only apply for a property after they have viewed it. However, they can sometimes apply beforehand (such as in the case of interstate tenants).

What If An Applicant Contacts Me?

If in the unlikely event that a prospective tenant contacts you to discuss their application, or in fact question their rejected application, we ask that you request they contact us.

How Do You Check An Applicant?

With the information provided we confirm their payment and tenancy history by calling their current and previous Landlord/agent, as well as checking them on TICA (a National Tenancy Database). We also confirm their employment and discuss their workplace interactions with their supervisor, employer or colleague. We also look into applicants using social media platforms.

In cases where a tenant may not have a rental history we try to find out as much information as we can about aspects such as their employment history and general behaviour.

What reason do you have to give the applicant to reject their application?

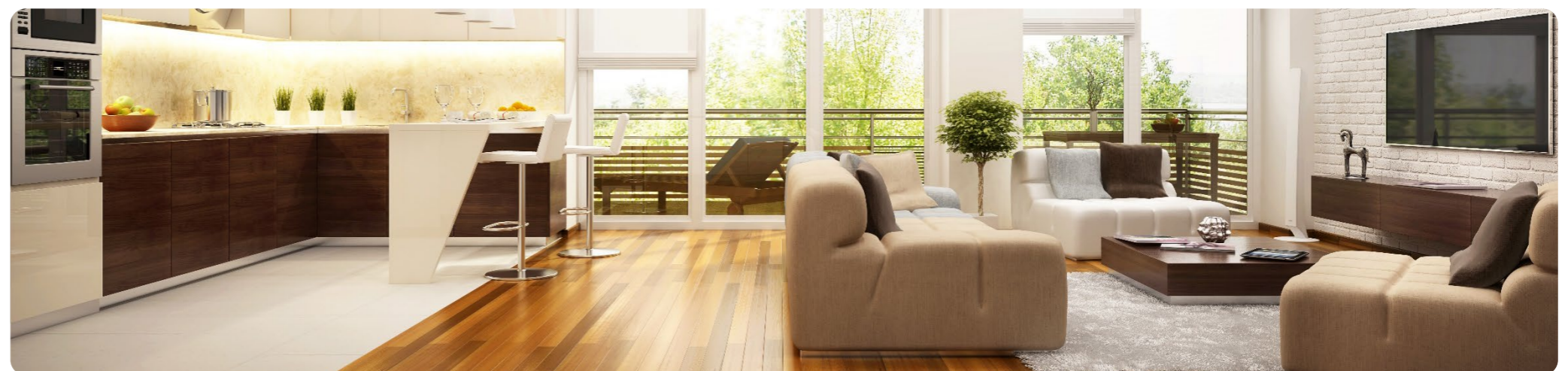
Legally we do not have to give a reason and our company policy is that we never give a reason.

Who selects the tenant?

You do! We will simply give you the information we have collected and make recommendations based on our experience, but at the end of the day it is always your choice!

Do You Guarantee The Tenant?

Unfortunately we can never guarantee any approved tenant for your property. We can only attempt to collect as much information as is possible and make recommendations based on that. As rental agreements rely on a large degree of good faith from both parties we cannot guarantee how a tenant will conduct themselves .



The Marketing of My Property

What Do You Do To Advertise My Property?

Once we have a signed Management Agreement authorising us to act on your behalf, we list your property in the following forms of advertising:

- **Internet** – Your property along with photos is entered onto both our website and onto Realestate.com, maximising coverage to any prospective tenant using the Internet to locate a rental property.
- **Social Media** – Your property will be shared on our Facebook page in order to generate interest.
- **Inter-Office** – Your property will be listed on our inter-office Rentals List, so that all of the Property Managers within our network can assist in guiding suitable tenants to your property.

What can I Provide to help?

The more information that we have about your property the better we are able to advertise it. If you have a floorplan for your property, or advertising photos taken when the property was most recently sold, then these can help the property advertisement appeal to a larger number of tenants.

If you do not have these then that is ok as well. Our Property Managers are able to take advertising photos and a floorplan can usually be found online.

However, it is worth noting that when there is already a tenant in your property it may not be possible to take a full set of advertising photos. Exterior photos and photos of the wet areas can usually still be taken, however most tenants do not want photos of their personal belongings online and so this prevents us from taking photos of areas such as bedrooms, lounge rooms etc.

Property Presentation

How Should The Property Be Presented?

We ask that the property be presented in the best manner possible to attract the right tenant for your property. We want a good first impression so that we do not detract the right tenant from renting your property. Please refer to our guide **‘Getting the Property Ready for Your Tenant’** in **Section Three** with tips and a checklist on how to present your property for rent.

How Clean Should The Property Be When A New Tenant Moves In?

The property should be presented ‘reasonably clean’ in accordance with legislative requirements. Please refer to our guide to **‘Getting the Property Ready for Your Tenant’** in **Section Three** for recommended levels of cleanliness.

As a very general rule we ask the tenant to leave the property at the standard they found it.

In cases where the property is provided in an extreme level of cleanliness we ask the tenant to leave the property likewise. However in the case of a dispute legally we can only enforce that the tenant return the property in a ‘reasonably clean’ condition, this being their minimum legal obligation.

Pets at My Property (If Permitted)

If I Allow Pets At My Property, What Expectations Will Be Given To The Tenant?

We will include a pet clause in the lease agreement stating, amongst other things, that:

- No additional pet may occupy the property without prior permission.
- The pet may not come inside the property unless specified in the lease.
- The pet must be removed from the property if it becomes annoying or bothersome to neighbours (after reasonable warning has been given in writing).
- The tenant must be responsible for any damage caused by their pet, and remove any rubbish or faeces deposited by the pet.

We also record the details of the pet on the agreement, which is then signed by the tenant.





Receiving My Rent

When do I get paid my rent?

We will deposit all monies collected into your nominated bank account **Weekly**, generally on Wednesday.

How do you collect the rent?

Generally, most tenants pay by bank transfer or by depositing the rent directly into our trust account. We are also happy to organise Centrepay with the tenant.

What happens if my tenant does not pay the rent?

Paying the rent is always a voluntary action on behalf of the tenant. We can never force a tenant to pay their rent.

Even a tribunal can only 'order' a tenant to pay but can never physically *force* them to pay.

If a tenant does get behind in their rent payments, this is the process we follow.

3-7 Days Behind: Notify tenant that they are in arrears. At this stage, it is common that the tenant has merely forgotten that their rent is due.

10-12 Days Behind: Contact tenant requesting immediate payment of rent and notify them that failure to do so will result in a Form 2.

16 Days Behind: Serve Form 2 – This officially notifies the tenant that the lease has been breached and requires that the rent be paid within 7 days or we will terminate their tenancy.

If the Form 2 is not Adhered to: Apply to the South Australian Civil and Administrative Tribunal (SACAT) seeking payment orders or vacant possession.

The SACAT process can be a long and drawn out affair, and generally the bond will not be sufficient to fully cover the loss of rent incurred, even excluding any other costs that are common when a tenancy agreement has broken down (i.e. outstanding water bills, damage to property, cleaning, re-lease costs etc.)

For this reason, we recommend that Landlords take our Landlord Protection Insurance, as it can cover up to 15 weeks of lost rent during the eviction process.

Inspecting Of My Property

Do you inspect the property at the beginning of a tenancy?

We conduct a comprehensive ingoing inspection of your property when a tenant first moves in.

We inspect your property area by area, looking over all items present in each room. We record their condition and cleanliness item by item, and then a brief description and detail about the item. This involves recording details of any marks, scratches and dents etc. We also take a large number of photos. In fact, for a standard 3 bedroom home we generally take upwards of 300 photos!



How often do you inspect the property during the tenancy?

We inspect the property approximately every 3 months, however follow up inspections are sometimes arranged if the property does not meet standards at the routine inspection.

This inspection is brief yet nonetheless thorough, though not nearly as thorough as an ingoing inspection. This inspection is more of a walk through, checking room-by-room the tenant is keeping the property damage-free and reasonably clean. We will also take photos of the property inside and out, and any repairs or concerns are noted. We may also make recommendations regarding non urgent maintenance such as gutter cleaning or cosmetic repairs.

We send you a copy of the inspection as soon as is practicable. If there are emergency items, we will forward the report to you as soon as possible.

What about when the tenant vacates the property?

When the tenant lets us know they will be vacating, we send them detailed information on our expectations of how the property needs to be presented.

Once the tenant has fully vacated we conduct an outgoing inspection at the property. This is essentially the same process as an ingoing, however is performed in order to compare the property to the ingoing inspection report completed when the tenant moved into the property.

We carefully check through the report item-by-item, ensuring it has been left in the same condition as when they moved in, taking into account reasonable wear and tear for the period of time they have been in the property. We also ensure the property has been left reasonably clean and tidy.

If there are any issues with cleanliness, we are sometimes able to allow the tenant access to remedy them. However, due to changes in how SACAT determines possession we must be wary in doing so and therefore only offer this in some instances.

In all other cases, our policy is to hire one of our preferred cleaners to go through the property and remedy any issues. This charge will then be passed on to the tenant and potentially withheld from the bond.

If there is damage beyond that of reasonable wear and tear, then we will discuss it with you and then organise quotes to have the items repaired.

Any costs incurred as a result of damages can be claimed from the tenant, however serious damage may delay re-leasing your property while it is being repaired. Unfortunately, SACAT have determined that this loss of rent can not be recovered from the tenant *in most situations*.

However, in such situations it may be possible to make a claim through Landlord Protection Insurance for loss of rent (and for the damages incurred over and above the bond).

Taking a Bond

How much bond do you take from the tenant?

For both unfurnished and furnished premises the bond is set by legislation at a maximum of four (4) weeks rent *if* the rent is under \$250 per week, and six (6) weeks rent *if* the rent is \$250 per week or over.

When do you pay back the bond monies?

We only refund the bond after the following has occurred

- The tenant has fully vacated the property and keys returned
- The property has been inspected, and is satisfactory when compared with the ingoing inspection report.
- All owing rent, water bills and cleaning/repair bills are paid.
- If the tenant is breaking their lease, any break fees have been recovered.

If the tenant has a pet, can I ask for an extra bond (a pet bond)?

Unfortunately no! We are legally only allowed to take one bond, as specified above. We cannot request or accept extra bond money for any reason.

Tenancy Agreements

What do you explain to the tenant when they move into the property?

We go through all of the most important expectations. For example, how they must pay their rent on time, where to pay their rent, what we do if they do not pay their rent. We discuss our repairs and maintenance policy, what happens in an emergency repair situation, how often inspections occur and what we look for. We also supply them with the ingoing inspection report and provide them with a copy of the Tenancy Handbook.

What do they sign?

We prepare a Tenancy Agreement covering the details of the tenancy, with terms and conditions. We pride ourselves on having some of the most comprehensive tenancy agreements in the state, and are continually updating them as legislation and interpretations change.

We explain the main parts of the agreement to the tenant before we get them to sign it. We will then send you a copy of the tenancy agreement together with a copy of the ingoing inspection report, for your records.

When do they get keys and possession of the property?

After all the forms have been explained and signed, and the bond and first payment of rent have been received, we will then grant them the keys and possession of the property.

Repairing and Maintaining My Property

Who is responsible for repairing my property?

Under legislation, it is the responsibility of the Landlord to keep the residential premises in a reasonable state of repair, considering the age of, the rent paid for and the prospective life of the property. This includes repairing/replacing faulty appliances such as ovens or air conditioners, replacing Puratap filters, having leaks repaired etc.

Who is responsible for general wear and tear?

General wear and tear that occurs from tenants just living in a property is expected and legislation provides that it be allowed. A few extra marks and scuffs on the walls, some chips and scratches to doors and doorways will occur over time, along with the gradual wear of everything that is in the property.

The only time a tenant can be held responsible is if wear and tear is considered 'excessive' for the time frame that the tenant has been in possession. For example, a newly painted property with walls severely marked after 2 years resulting in the walls having to be painted again may not be allowed as 'reasonable' wear and tear. In SACAT this type of situation, if proved, could result with the tenant paying for the painting to be done, minus any depreciation for the age of the paintwork at that point in time when it was repainted again.

What if the tenant is at fault?

If a tenant has caused damage to an item that is not the result of normal break down or wear and tear, this will be charged to the tenant.

Normally, a tradesperson can offer some insight as to whether the issue was caused by misuse or whether it was merely a result of wear and tear.

What about light globes?

Light globes need to be functional when a tenant moves into a property. Landlords are also required to change any light globes that stop working during a tenancy if the tenant reports the issue to us.

In practice though, most of the time tenants simply elect to replace them themselves rather than going through the hassle of having a handyman attend the property just to change a light globe.

We often suggest that if Landlords have any spare globes then they leave them in a cupboard at the property, so that the tenant can change them without having to purchase new ones.

What happens if a repair is required after hours, or on weekends?

We inform tenants that they must always contact us for maintenance rather than having it performed themselves. Tenants are able to organise emergency maintenance

themselves, but only if they have made every reasonable attempt to contact us without success beforehand and the issue is time sensitive. In practice, it is extremely rare that tenants cannot get hold of us and so almost all maintenance is organised through us.

We will also never authorise maintenance without approving it with you first. While some agencies are willing to perform maintenance if the Owner is unavailable, we believe that Landlords have a right to know what is happening at their property and to authorise any maintenance before it happens. In extreme situations, such as if you are uncontactable for an extended period of time and the maintenance issue is has the potential to cause further damage, then we may elect to perform necessary maintenance in order to prevent further financial loss.

The general exception to us seeking authority in order to perform maintenance is in situations where the problem poses a serious and immediate risk to person, such as a dangerous electrical fault. In these situations our first action will be to organise an emergency tradesperson to attend, and our second call will be to inform you of what has happened.



Who is responsible for maintaining the lawns and gardens?

Unless otherwise agreed, the tenant is responsible for maintaining the lawns and gardens to the standard they were given at the start of the tenancy.

If the property is provided with watering systems these need to be working and kept maintained during the tenancy.

What about cleaning the roof gutters and pruning?

From an insurance perspective it is wise for it to be a Landlord's responsibility to ensure these are done. Of course, we can arrange gardeners on your behalf to do these for you.

Renewing the Lease

Who decides if the lease will be renewed?

You do! We will contact you before the lease expires, and seek your instructions as to whether you wish to renew the lease. Once we have your approval we will then approach the tenant to have the lease renewed. We will generally discuss any changes to the rent at this time as well.

If I do not wish to renew the lease, do I have to give a reason?

If you do not wish for the lease to be renewed you are not obligated to give your tenant a reason, and as a matter of practice we never do.

Notice Required When My Tenant Is Vacating

How much notice must my tenant give when they want to vacate the property?

The tenant can give 28 days' notice in writing to vacate at the end of the fixed term of the Tenancy Agreement.

Once the fixed term of the Tenancy Agreement has expired, the tenant is required to give 21 days' notice in writing if they want to vacate.

Breaking of a Fixed Term Lease

Who pays for the letting fee and advertising costs when a tenant breaks their fixed term lease early?

Unfortunately we cannot prevent a tenant breaking their lease early. People's circumstances change and sometimes they move out earlier than expected. In this case, we will need to charge letting fees and advertising again and charge the tenant accordingly.

If the tenant wants to break their fixed term lease and leave early, the following requirements will apply:

- Rent must be paid either up until a new tenant is found or the expiry date of the lease, whichever comes first.

- A percentage of the advertising costs and the agents re-letting fee will be charged to the tenant. For example, if the tenant breaks the lease 6 months into a 12 month term there is about 50% of the lease remaining so you would expect them to pay approximately 50% of the costs.

Breaches of Tenancy

What happens if the tenant breaks one or more of the conditions of tenancy?

Depending on what has occurred depends largely on what action is taken. If the breach is minor approaching the tenant verbally or in writing maybe appropriate. Minor breaches are not uncommon in a tenancy, and remedying them can often be as simple as reminding the tenant that their rent is due or that there are weeds in the garden. If it is something serious we will consult with you first to discuss what action to take.

Serious breaches of tenancy can include using the property for illegal purposes, failing to pay rent for an extended period of time or bringing in pets without prior permission.

We will let you know whether we should serve a Termination Notice on the tenant first or use more diplomatic means to rectify the breach. If a Termination Notice is required, it will be a 14 day notice.

Landlord Insurance

Why do I need Landlord insurance if I have an agent?

We as Property Managers do everything we can to make the process of renting simple. However, as a tenancy agreement operates largely on good faith from both parties we cannot guarantee that any tenant will uphold their end of the agreement.

If a tenant does not hold up their end of the agreement, then we will attempt to resolve the issue. However sometimes this will result in the matter ending up before SACAT, which is a very drawn out process and often results in the bond being exhausted in the meantime.

For this reason, we highly recommend that all of our Landlords purchase Landlord protection insurance in order to protect their investment.

Why do I need Landlord insurance if I have a good tenant?

Even a good tenancy can take a bad turn. If the tenant's circumstances change sometimes the tenancy will become unstable. Sometimes major events, relationship changes or other emotional trauma can result in an otherwise very good tenant suddenly failing to pay rent and maintain the property.

Even with a good tenant, the importance of protecting your asset cannot be overstated.

What does Landlord insurance cover?

While different companies have different inclusions in their packages, almost all Landlord insurance will cover rent loss due to tenant default and damage to the property caused by the tenant over and above the bond. The length of rent loss covered varies, however some cover up to 15 weeks. Other policies cover things such as damage caused by pets as standard. The nature of the excess payable when making a claim can also vary significantly.

It is important for you to know what your Landlord insurance policy will and won't cover in the event of a claim, as well as what the excess will be.

Smoke Alarms

What type of smoke alarm should be fitted?

Hard-wired smoke alarms are always preferred in rental properties, as simple battery operated smoke alarms can be easily removed or tampered with. Tenants may, for example, take a battery operated smoke alarm down when the battery requires replacing in order to stop it from beeping. This creates an immediate risk to person and property.

Where a hard-wired smoke alarm cannot be fitted, then it is recommended that a 10 Year Lithium Battery Operated alarm be installed. This type of alarm is easily fitted like a 9-Volt type alarm, but the 10 Year Lithium alarm has a battery sealed inside that cannot be removed.

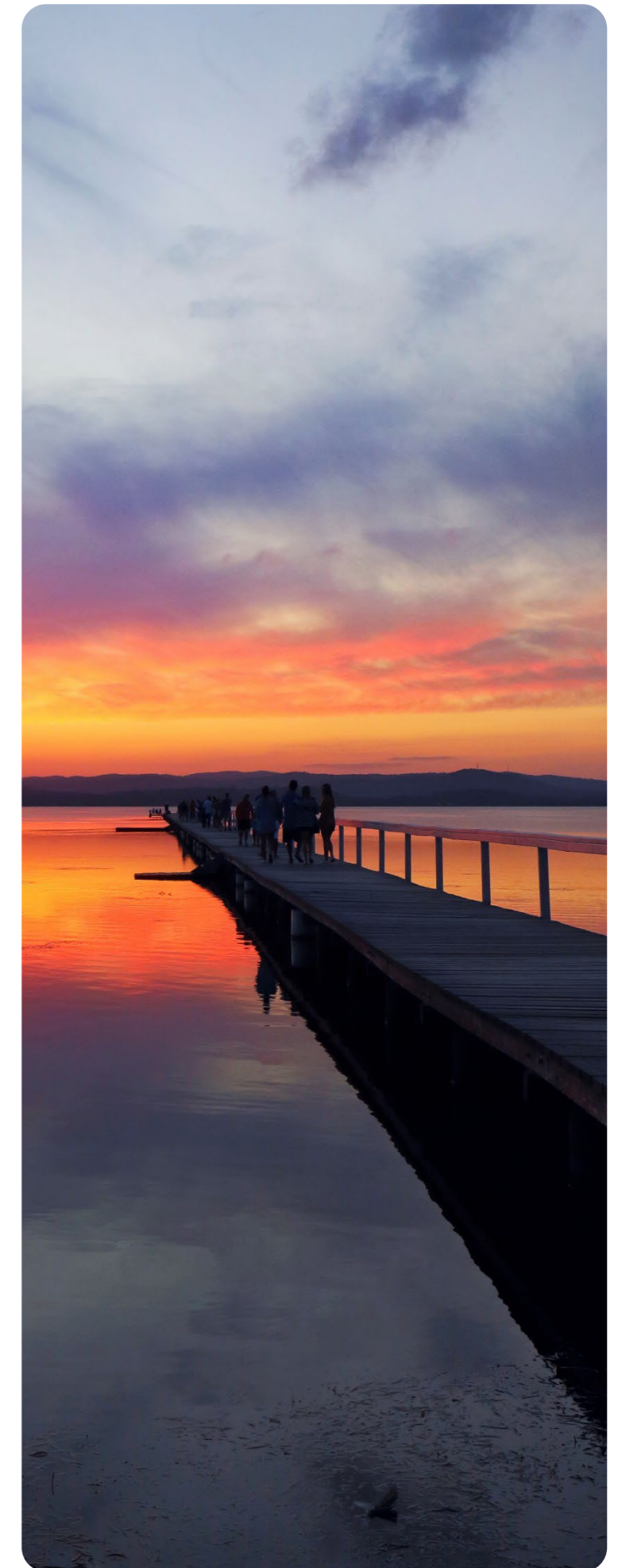
We also highly recommend that annual smoke alarm testing is undertaken.

Why do I need to have my smoke alarms checked annually?

South Australian Legislation requires that all rental properties have working smoke alarms fitted. The easiest and safest way to ensure that your rental property meets these requirements is to have your smoke alarms tested annually by a qualified electrician.

It is also highly recommended from an insurance standpoint to ensure that your smoke alarms are tested annually. In the event of a fire, an insurance company is far more likely to cover damage caused if annual smoke alarm testing has been undertaken at the property. This is because you can be seen to have taken all reasonable steps to protect your property. However, if annual smoke alarm testing has not been undertaken and there is a fault with the smoke alarms, then your insurance might not be obligated to cover the damage.

Ultimately, annual smoke alarm checks minimise your risk as a Landlord.





Pest Control

Should I get my property regularly checked for termites?

Yes! We strongly recommend all of our clients choose a pest control service and request that they regularly check your property for termite activity at the frequency they recommend.

Alternately, we can arrange termite inspections for you through one of our preferred pest control services.

Please note, most building insurance policies do not cover damage caused by termites. Therefore regular inspection is the best way to prevent termite damage, or at least identify and rectify the issue while the costs remain minimal.

Costs Incurred At My Rental Property

Who pays for electricity and/or gas charges?

These are normally a tenant's expense. However if there are charges relating to the supply of these services to a property, then the supply charges are at the Landlord's cost.

A good example of this is if a property has bottled gas supplied. The tenant pays for the gas in the bottles; however the Landlord would be responsible for the charges related to the gas bottle rental. This is a charge associated with the supply of the gas.

However, the supply charge for water to the property is one that can be, and in most cases is, passed on to the tenant.

Who pays for water charges?

Water usage charges and water supply charges can be charged to the tenant for all water used during the tenancy. The water usage charge will appear on your water rate notice.

In most cases where gardens and lawns are involved, the Landlord can elect whether to recover the full cost of water used by the tenant or apportion the amount according to the care of the lawns and gardens. Many Landlords wish to charge the tenant all water costs, however when properties have large areas of lawn or gardens then providing an incentive for the tenant to maintain these may be a good option.

How do you calculate what water charges the tenant has to pay?

Generally we ask your permission to have SA Water bills redirected to us, so that we can charge them to the tenant as soon as they come in. This is because under South Australian legislation, to recover water charges from the tenant the charge must be levied on the tenant within 90 days of receipt of the rate notice.

We also record the water meter reading on the ingoing and outgoing inspection reports for each tenancy. This allows us to calculate the portion of the bill payable by the outgoing and ingoing tenants during a tenant changeover, which rarely coincides perfectly with a quarterly billing cycle.

What about council and sewerage rates?

These costs must be paid by the Landlord as specified by legislation, as must any charges for pumping out a septic system. However any charges for excess rubbish or sanitary charges can be passed on to the tenant.

Receiving My Financial Statements

What Statements do I Receive?

We will issue you both monthly and yearly financial statements, accounting for all monies we have handled and disbursed to you on your behalf. Your end of year statement accounts for all monthly statements accumulated, for accountancy ease.

When do I receive these statements?

Your monthly statement will be emailed to you approximately on the last working day of every month, and the end of year statement will come to you in July of each year being the month immediately following the end of the financial year.

How do I understand these statements?

Please do not hesitate to contact us if you do not fully understand your statement. Our staff are here to help and would be happy to talk you through it.

Selling or Moving Back Into My Property

What happens to the tenancy if I wish to sell my property?

You may sell your property at any time. However, any fixed term lease in place is guaranteed to your tenant. This means if a person buys your property and they wish to occupy it, they must wait until the fixed term has expired, unless the tenant agrees otherwise. The tenant may agree to move out early in order to avoid the hassle of living in a property while it is being sold.

What if I want to move in or someone from my family wants to move in?

Again, any fixed term lease is guaranteed unless the tenant agrees to move out early.

What if they are on a Periodic Lease?

If the tenants fixed term lease has expired and they are currently renting the property periodically, you may give them notice to vacate the property. The length of time varies depending on the reason, but is generally 90 days.

A shorter notice of 60 days is available in certain situations, such as if the property has been sold or an immediate family member of the Landlord wishes to occupy the property.

Can you sell my property on my behalf?

At Rental Property Network, we specialise in property management and have chosen to focus entirely on that. It is our belief that in most real estate offices the sales aspect takes away most of the focus from property management. This often leads to oversights and dissatisfaction from Landlords.

We are however happy to recommend a sales agent to you, as there are some which we have worked with in the past and have served our Landlords well.

How does the Sales Process work while a Lease is in Place?

We must give the tenants fourteen (14) days' notice of intention to sell the premises before the property is made available for inspection.

The tenant is required to allow access to the property so that the selling agent can conduct open inspection. However, a maximum of 2 open inspections can be conducted per week and must be arranged with the tenant beforehand so as to give them adequate notice.

During the sales process, as is the case at all other times, the tenant has an obligation to maintain the property in a reasonable state of cleanliness.





Section Two

SA Tenancy Legislation

How It Affects You and Your Tenant

For your information we have added some portions of the Residential Tenancies Act that we wish to inform you about. The following are some of the most crucial and often misunderstood parts of the act:

Discrimination Against Tenants With Children

A person must not refuse to grant a tenancy due to the fact that there would be a child living on the premises.

However, this section does not apply if the Landlord, or an agent appointed by the Landlord to manage the premises, resides in the premises to which the tenancy relates or in premises adjacent to those premises.

Tenant to pay only 2 weeks rent at the start of the tenancy

A person must not require the payment of more than two weeks' rent under a residential tenancy agreement before the end of the first two weeks of the tenancy.

Tenants are still able to pay extra rent up front if they offer to do so.

Security at the Property

It is a term of a residential tenancy agreement that the Landlord takes reasonable steps to provide and maintain the locks in order to ensure the premises are reasonably secure. Furthermore, neither the Landlord nor the tenant are permitted to alter the locks without the consent of the other.

Providing the Property Clean

It is a term of a residential tenancy agreement that the Landlord will ensure that the premises and property are in a reasonable state of cleanliness at the time of handover.

There is no exact definition for 'reasonable state of cleanliness'. Instead, we recommend hiring a professional cleaner to go through the property after vacating in order to ensure that no complaints can be made about the condition. We advise vacating tenants to do the same thing.

If you do decide to clean the property yourself, then we have put together a cleaning guide for your use in section 3.

Repairing The Property

The Landlord must ensure that the property is in a reasonable state of repair at the beginning of the tenancy and will keep them in a reasonable state of repair throughout the tenancy, having regard to their age, character and prospective life.

Work that can be Refused

Not all maintenance requests need to be undertaken by the Landlord. Painting, Structural undertakings and work that could not easily be done while the premises is occupied are all examples of maintenance that does not need to be performed on request.

Allowance For Reasonable Wear and Tear

In deciding whether premises or other property is in reasonable condition, its condition when the tenant took possession of it, and the probable effect of reasonable wear and tear since that time, must be taken into account.

As a general guide when determining how reasonable any light damage is we consider the severity, the total amount of 'wear and tear' in the house, and how long the tenant was living at the property.

Sub-Letting

The tenant cannot allow a new or replacement co-tenant to move into the property without the Owners prior permission. Any additional tenants will need to submit an application form so that we can assess their suitability as tenants.

The Owner cannot unreasonably refuse a request to add a co-tenant. However the request can be refused if, for example, it would result in overcrowding, or if the tenant has a bad rental history (or is on TICA).

Tenants Right to Quiet Enjoyment of the Premises

The Owner and Agent cannot interfere or permit interference with the reasonable peace, comfort or privacy of the tenant in using the premises.

Use of the Premises

The tenant cannot use the premises, or cause or permit the premises to be used, for any illegal purpose. The tenant must also not cause or permit a nuisance, or interfere with the reasonable peace, comfort or privacy of neighbours.

Owner's Access to the Premises.

The Owner cannot require access to the premises during the tenancy except as provided. Some exceptions include the Owner being allowed to attend routine inspections, to attend to maintenance, or under specialty conditions outlined in the lease.

The Landlord can however attend at any time if the tenant gives them permission.

Telephone Connection and TV Aerials

The tenant must leave any phone connections and TV aerials in the same manner as they were at the beginning of the tenancy agreement.

The responsibility for the physical installation of TV aerials and a phone line to the property is that of the Owner.

Alteration of the premises

Without the Landlords written consent, a tenant is not permitted to make any alterations or additions to the property. This includes installing fixed picture hooks, however does not include attaching stick on picture hooks to the wall.

In the event that the tenant attaches stick on hooks which later damage the paint, the tenant bears the responsibility to repair the damage.

Variation of rent

The Landlord may increase the rent payable under a tenancy agreement. However, the Landlord must give the tenant 60 days notice of the change and the rent may only be increased a maximum of once per 12 month period.

Termination

Upon termination of the lease agreement, the tenant is to promptly deliver up vacant possession of the premise. This includes handing over all keys, removing all personal property and willingly relinquish their right to access the property.

Depending on circumstances, and notwithstanding termination of the lease agreement, the tenant may be liable to pay rent up until they return possession of the property.



Section 3

A Guide to Getting Your Property Ready for Tenancy

We have put together this checklist in order to make the process of renting out your home as easy as possible for you.

Some Things To Do

Have your mail redirected

Please ensure that all mail is re-directed to your new address.

Utilities - Electricity, Gas, Phone, etc.

Please ensure all accounts are advised and cancelled accordingly. The only services to remain in your name (with your new postal address) is water and council rates.

Appliance Manuals

Please forward any manuals you have to us.

Keys

Please check to make sure you have keys for all locks in the property. When providing us with keys, if you happen to have 2 sets for us to use then that will avoid the expense of having an extra set cut.

Cleaning Guide

Inside the Property

- **Walls** - please clean off any dirty marks, removable scuff marks, finger or food marks etc.
- **Ceilings** - Please remove any cobwebs
- **Ceiling Mould** - please clean off (particularly in wet areas and sometimes in bedrooms).
- **Light Fittings** – Clean off dust and remove any dead insects inside
- **Ceiling Fans** – Wipe fan blades and tops of fittings to remove dust build up
- **Skirtings** – Wipe down with a damp cloth
- **Doorways, Doors** - Wipe off finger marks and any other removable marks
- **Windows** – Clean inside and out - (please note - nearly all modern sliding aluminium windows can be lifted and pulled out for easy cleaning). Also sills and runners (wipe out dust build up and any dead insects. A vacuum cleaner and paint brush can really help here).
- **Flyscreens** - brushed and dusted down. (Please be aware, most modern sliding aluminium windows allow for the flyscreens to be taken off from the inside only, once the sliding part of the window has been moved first. Attempting to take them off from the outside may result in damaging them).
- **Screen Doors** - Front and Back including frames – wiped clean and screen wire brushed



- **Stoves** – Clean stove top, control display, knobs, panels around knobs, any pull out or in-built drip trays, griller racks, trays and any inserts, oven racks, trays and oven bottom, walls and oven roof. A good oven cleaner will clean most ovens. However some cleaners can actually hinder oven surfaces (like stainless steel), and also some products have dangerous caustic fumes. Therefore carefully read the instructions and use with extreme caution!
- **Kitchen Rangehood** – Clean out filters and framework.
- **Bathroom** - Clean sink, mirror, cabinet, vanity unit and drawers, shower recess, glass screen and screen doors, bath and wall tiles. Please ensure both the sink and the bath have a plug available.
- **Toilet** - Clean cistern, seat, bowl inside and also outside around the base. Don't forget the skirting tiles around the toilet.
- **Laundry** - Clean both the inside and outside of the trough, and underneath. Please ensure a plug is present



Section Four

Our Promise

We Work For You

At Rental Property Network every decision we make is for the benefit of our Owners. New advertising packages, new inspection programs, new software, the documents we use on a daily basis, changes to our Tenancy Agreements – every choice we make must benefit our Owners.

We give you, our clients, peace of mind so you can relax knowing that your investment is being cared for.

Every day your property is not leased, you lose money. Owners trust Rental Property Network Professionals to manage their rental property and maximize the return on their investment. The cost of property management is worth the price. Property Owners get the highest market rent, avoid common mistakes and place quality tenants faster.

Specific pricing, as determined by each local Rental Property Network area specialist, is competitive with other Property Managers.

For us it is simple. We give the level of service and expertise we would expect if we were seeking the services of a dedicated property management service.

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