

## **ANNEXURE A TENANCY AGREEMENT**

We wish to take this opportunity to thank you for renting through MASTERS REALTY SUNNYBANK and we look forward to a happy relationship with you during your tenancy.

This annexure "A" has been prepared to highlight important issues during your tenancy. Some of the information may be contained in the terms and conditions of the Tenancy Agreement as a general statement, which must be read and understood. This Annexure "A" has not been written to contract outside of the Act, void, modify or change any terms and conditions in the Tenancy Agreement or Residential Tenancies Act.

### **RENTAL PAYMENTS:**

Rent is to be paid strictly as stipulated in this tenancy agreement. Failure to do so will result in a Notice to Remedy Breach being issued to you once your rent is more than seven (7) days in arrears, and failure to Remedy the breach for rent arrears will result in a Notice to Leave being issued within a further (7) clear days. **WE WILL NOT TOLERATE RENT ARREARS.** Should you have difficulty paying rent on time PLEASE CONTACT US to discuss your situation and make the necessary arrangement. However, please be aware that you are legally obligated to pay your rent as per your Tenancy Agreement.

### **DISHONORED CHEQUE FEE:**

Any payments made by the tenant by way of personal cheque that is dishonored, the tenant will be responsible for a \$30.00 dishonored cheque fee.

### **QUARTERLY INSPECTIONS:**

These are conducted at approximately 3 monthly intervals. The required notice will be posted to you. This "Entry Notice" will advise you of the date and time of entry. It is not necessary for you to be present, however, we do ask that you phone the Office 24 hours prior to the inspection date advising you won't be attending to enable us to take our Office keys for the property. If you would like to be present during the inspection, please advise the Office prior to the inspection day to enable the inspection to be rescheduled (where possible, but not guaranteed).

### **MAINTENANCE:**

Please report ALL required maintenance at the property as soon as possible in **writing**. Enclosed are "Repair Advice" forms that we ask you complete and endorse and post, deliver, fax or e-mail for action by our Staff. DO NOT take it upon yourself to arrange the tradesperson, as you will be responsible for the costs involved. In the case of an emergency situation outside of business hours (please refer to page 9 Information Statement – Renting in Queensland Form 17a for emergency definitions), please contact the following tradespeople directly:-

GENERAL REPAIRS: ..... Jeff Fortunaso -0404 448 570  
ELECTRICAL: .....JD Electrical & Communications Pty Ltd- 0411 798 012  
PLUMBING: ..... The Plumber Guy - 07 3341 4496

### **PETS:**

NO pets are allowed on the property unless you have written consent from the lessor/Agent or alternatively approval has been given on page 2 item 16 of the GENERAL TENANCY AGREEMENT. No pets are permitted inside the property and the tenant is responsible to have professional pest control (fleas) conducted on the property by a reputable company with a receipt provided at the end of their tenancy.

### **PARKING OF CARS:**

Cars, motorbikes, boats, trailers and vans are only to be parked in the designated approved areas. It is prohibited to park on the front lawn area, body corporate common areas (if applicable), nature strips or other lawn areas. Oil stains on driveways are your responsibility to clean and remove. Should your vehicle (or your invitee's vehicle) have an oil problem, we strongly recommend that you purchase a drip tray. Unregistered vehicles are not to be kept at the property unless they are properly garaged.

### **POT PLANTS:**

The tenant agrees to ensure that pot plants are raised off the carpet, linoleum, or flooring to avoid water damage or staining. This includes external patio/deck areas where there are tiles or timber decking.

**CARPET STAINS:**

The tenant agrees to remove marks and stains on the carpet immediately before serious and permanent damage occurs. If necessary, a professional carpet cleaner should be engaged. NO BLEACH TO BE USED. Carpets must be professionally steam cleaned, at the Tenant's expense at the end of this tenancy. A reputable company to the satisfaction of the Lessor/Managing Agents must carry out this work and a copy of the receipt must be provided upon vacating. It is recommended that you have the carpets professionally cleaned every 12 months during your tenancy.

**PAINTWORK ON WALLS:**

The tenant agrees that no nails, screws, hooks, blue tack, sticky tape or tacks are to be fixed to walls, wardrobes or ceilings without the written permission of the agent. Any damaged caused to such walls, wardrobes, ceilings from nails, screws, hooks, blue tack, sticky tape or tacks that have been installed without written permission will be repaired by the Managing Agent and the tenant will be responsible for the cost of rectification.

**POOL MAINTENANCE (IF APPLICABLE):**

The tenant agrees that it is their responsibility to keep the swimming pool in a well maintained, safe condition. The pool must be clean and vacuumed, water balanced, filter and cell (if applicable) cleaned and timers set (where fitted). All pool equipment must be accounted for and securely and correctly stored. We strongly recommend you engage the services of professional pool Maintenance Company to show and instruct you on the correct workings of the pool to ensure you maintain the pool properly. A certificate is to be supplied by a reputable pool service company every 6 (six) months authenticating the condition of the pool and water. If it is noted that the pool is not being maintained, you will be given 48 hours notice to rectify the problem. Failure to comply with this will result in a Professional pool cleaner attending to the pool. The tenant agrees to pay for any associated costs to restore the pool to its original condition, if caused from tenants neglect. At the tenant's costs, a certificate is to be supplied to the Agent by a reputable pool service company at the end of the tenancy verifying the condition of the water and equipment.

**POOL FENCING (IF APPLICABLE):**

The tenant agrees that if they erect a portable pool at the property they will ensure that the fencing requirements are in accordance with legislation and local council requirements to minimise potential rise.

**LAWNS AND GARDENS (IF APPLICABLE):**

The tenant must keep the hedges trimmed, gardens and lawns regularly weeded and mowed and maintained in a neat and tidy condition and to mow/slash the paddocks as needed. The tenant agrees to keep the grounds in the same condition as at the commencement of the tenancy and not to store equipment, boxes or rubbish in the yard as it destroys the lawn and is a place for vermin to live. Grass clippings and branches are to be removed from the property and not put in gardens or on grass areas. Failure to maintain the lawns in a neat and tidy condition will result in a professional lawn maintenance contractor attending the property. The tenant will be responsible for all associated costs.

**SMOKING:**

The tenant agrees that smoking by any persons is not permitted inside the property.

**OCCUPANCY:**

Only the people originally included in the application approved by the Lesser/Agent are permitted to reside at the property permanently. If a new tenant wishes to replace an existing tenant our Office MUST be notified in order for them to complete an application form and have it approved prior to moving in. Rental bond paperwork must be attended to in order to assure easy finalisation of bond at the conclusion of the tenancy. Bonds are not transferable through our Office.

**KEYS:**

Your tenancy does not terminate until all keys to the property are returned to the Agent. You are responsible for the rent until ALL keys are returned. Written permission is necessary if you wish to change the locks at any time during your tenancy and a spare set MUST be given to our Office. Please be aware that the tenant is responsible for the safe keeping of all keys. Should a tenant misplace or loose keys, the tenant will be responsible for engaging and paying a locksmith to rectify the problem.

**COSTS INCURRED:**

The Agent may claim from the tenant any excess on an insurance claim by the Lessor, and any other cost incurred by the Lessor as direct or indirect result of any act or omission of the Tenancy in breach of this agreement.

**DAMAGE TO THE PREMISES:**

The tenant agrees to repair within reasonable time damage to the premises, furniture, fixtures and fittings caused by the willful or negligent conduct of the tenant or his/her invitees.

**WATER WASTAGE:**

The tenant hereby is required to notify the Agent immediately it is noticed that any taps, pipes, hot water system, toilets, etc are leaking through the maintenance request procedure. Failure to do so will result in water wastage and will also increase water charges at the property.

**VACATING:**

At the end of your tenancy, you are required to give two (2) weeks clear notice in **WRITING** to the Agent. A RTA form 13 "Notice of intention to leave" must be completed & signed by all parties, when giving your two weeks notice. Should circumstances change and you wish to break your lease. In this case you will need to complete a "Agreement to terminate Fixed-term agreement" before advertising of the property takes place. Masters Realty will be able to assist you in everyway to help find a suitable replacement tenant and relet the property, however, we must advise you that the rent is payable until either new tenants are found or the expiry date of your lease is reached – whatever comes first. Compensation to the owner for any re-letting costs also applies.

The tenant agrees that if the premises are not cleaned to the standard as reported in the Entry Condition Report a professionals cleaner will be engaged to clean where required and the cost will be deducted from the bond.

The tenant(s) agrees that they have read and understood the above information and that this ANNEXURE "A" forms part of the tenancy agreement.

TENANTS SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

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TENANTS SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

Witness by (AGENT): \_\_\_\_\_ DATE: \_\_\_\_\_

Our Property Management Team is here to assist you during your tenancy. Our Office is open Monday to Friday 8.30 am to 5.00 pm and Saturday 9.00 am to 3.00 pm.

**BUYING:**

We wish to encourage you should you be contemplating renting with a view to purchasing your own property. Please let us know and we will introduce you to our sales team who will assist you in finding the best quality homes, land and units for your needs. Should you choose to purchase a property through MASTERS REALTY SUNNYBANK we can ensure you of a smooth changeover from your rental property to your new home.