

General Tenancy Agreement

WARNING STATEMENT

NOTE: This Warning Statement is not an official form neither is it part of the Residential Tenancies Act. This form has been compiled so that you are fully informed prior to entering into a General Tenancy Agreement. It will also answer questions most commonly asked during a tenancy.

A General Tenancy Agreement is a formal and binding contract. By signing the contract you are agreeing to all terms, conditions and special conditions contained therein. As well you will be bound by all terms, conditions and special conditions included in the contract.

1. **BEFORE SIGNING** the General Tenancy Agreement you must read through it carefully to fully understand the agreement and so that you are aware of all the obligations you will have with regards to the property you intend to reside in. If you have any queries at all please feel free to ask questions. If we have not answered your questions satisfactorily you can contact the Residential Tenancies Authority on 1300 366311.

2. **BEFORE SIGNING** the General Tenancy Agreement you must be sure that you are happy with the property you intend residing in. By signing the contract you are agreeing that you accept the property as sighted with no further improvements, except any improvements contained in the contract.

3. **Tenants Responsibilities:-**

ENTRY CONDITION REPORT—it is the tenants responsibility to fill in their side of the Entry Condition Report and return it to the agent signed by all tenants within 3 business days. The agent will then check through the report. If the agent agrees with the tenants comments they will also sign the report and return the original copy to the tenants. If the agent disagrees with the tenants comments they will make an appointment for all parties to meet at the property to go over the report together.

RENT— At all times it is the tenants responsibility to pay rent up to date, our office accepts no responsibility for reminding tenants to pay their rent. Further, we offer no apology for following the rental arrears procedure as prescribed by the Residential Tenancies Act.

RENT PAYMENT METHODS—It is entirely the tenants decision which method of payment they choose, therefore all associated charges and responsibilities are the tenants.

TENANTS IN COMMON—when you enter into a Tenancy Agreement with one or more other people you will be classed as ‘tenants in common’. Put simply this means you are all equally responsible for all terms, conditions and special condition contained in the agreement. Our office will not differentiate between tenants, nor act as a referee, it will treat the tenancy as a whole.

NON-PERMITTED OCCUPANTS—the Tenancy Agreement contains all persons who are permitted to reside at the premises. Should any extra persons wish to reside at the premises then they must first seek permission from the agent by submitting an application for tenancy form inclusive with photo ID and proof of income. Permission will then be granted or denied in accordance with the Residential Tenancies Act.

MAINTENANCE—as per the General Tenancy Agreement, it is the tenants responsibility to report all maintenance in a timely manner to avoid the possibility of further damage or extra Costs. We encourage notification of maintenance by email.

CHANGES TO THE PROPERTY—at no time is the tenant permitted to make changes to the property without first having obtained consent in writing from the agent. i.e. picture hooks or nails in walls, removal of fixtures or fittings, alterations, etc.

PETS— pets of any type are not permitted at the property unless noted in the Tenancy Agreement or approved in writing. Includes:- birds & fish.

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Continued

4. General Tenancy Agreement—Standard Terms—

Ending a Tenancy Agreement—a General Tenancy Agreement does not end until it has been ended in writing. A ‘fixed term’ agreement automatically turns into a ‘periodical agreement’ once the end date has passed. All conditions contained in the fixed term agreement apply to the periodic agreement, except those conditions contained in the Residential Tenancies Act that apply specifically to either type of Agreement. If you prefer to continue on a fixed term agreement you should contact the agent and put forward your request.

Notice of Intention to Leave—notice of your intention to leave must be given in writing and will only be taken from the day we receive the written notice in our office. The notice must be signed by all tenants listed on the Tenancy Agreement. At least two (2) weeks notice must be given with the leave date not being before the end date listed on the Tenancy Agreement.

Early Termination of a Tenancy Agreement—a General Tenancy Agreement is a binding contract and cannot be ended before the end date except in special circumstances contained in the Residential Tenancies Act. Early termination of the agreement will incur an ‘early termination fee’ which is equal to one weeks rent plus GST, along with rent up to the date the property has been re-let.

Two Weeks Rent in Advance—some people mistakenly believe that they still have two weeks rent in advance at the end of their tenancy and calculate it into their ‘moving budget’. After the two weeks rent in advance has been paid initially, rent is usually not paid again for two weeks, therefore the rent in advance has been used up. We often suggest that rent is paid again 1 week after you move in so that you can keep your rent a week in advance at all times assuming that rent is paid regularly.

5. **New Tenancy Kit**—on the day you are moving in to the property you will receive a New Tenancy Kit and keys for the property. Along with a copy of this Warning Statement there will be other paperwork relevant to your tenancy in the kit. Please take the time to read through the paperwork thoroughly.

6. **Complaints**—on occasion a tenant may not feel confident or may not have the time to contact our Agency to put forward a complaint they may have. Your New Tenancy Kit contains a ‘Complaint Form’ that you should feel free to submit at anytime. Your complaint will then be dealt with promptly and professionally.

7. **Correspondence and Notices**—in this technological age there are many ways to issue notices or send correspondence. We encourage the use of emails as the best method as emails are checked regularly each day. We will always reply to an email so if you do not receive a response then the chances are we did not receive your email. Please follow-up unanswered emails to ensure your request is being attended to.

8. **Electronic Consent Form**—this form is also in your New Tenancy Kit. By completing this form and returning it to our office we will have your permission to send notices or correspondences to you in the way you have permitted or prefer. i.e. email or post.

All Urban Property Management prides itself on its unique professional and friendly services. We would like to welcome you as a new customer. The staff at All Urban invites you to contact us at anytime for anything. If it is in our power to do so, we will help you to the best of our ability.

For your convenience please feel free to email us at: enquiry@allurban.com.au

Tenants Initial to acknowledge having read this form: _____