



# TENANCY INFORMATION PACK

AMES Long-Term Accommodation



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## Introduction

The information in this booklet aims at introducing you to finding and living in a long-term accommodation in Australia and some of the processes you need to be aware of. It is not a comprehensive guide, but it will give you basic information you require of before you settle in to a new rental property; such as

- the rental system in Australia
- rent in advance and bond
- maintaining a rental property
- paying utilities and rent
- Tenants' rights and responsibilities

## AMES Accommodation Team

AMES Accommodation team assists newly arrived Asylum Seekers and Refugees to start a new life in Australia by connecting you to services and assisting you to find your own home.

Moving into your own home is exciting. AMES Accommodation team is here to assist you throughout the journey.

A Housing Worker and Housing Support Workers will work with you to communicate with the Real Estate Agents / Landlords. They will guide you through tenancy legislation and processes, ensuring that you make an informed decision and communicate with relevant service providers while searching for suitable and affordable home that meets your needs.

Accommodation service is provided upon need to eligible clients.

## Schedule A: Searching and securing your home

### 1. Realistic Approach

When you first arrive in Australia, you may have ideas and expectations of long-term accommodation and rental homes that may sometimes not match the realities of the situation.

For example, though you may find a certain area or suburb very pleasing, and wish to live there, it may not be within the means of your budget to afford a rental property in this area.

It is important to have a realistic approach to what is practical, affordable and comfortable for you when you are searching for your new rental property. You may also want to consider things like access to public transport, schools, shops, places of worship and services that may interest you when looking at places you would like to live.

### 2. Budgeting and Utilities

Managing your budget is crucial to ensure that you are able to pay your rent and utilities in a timely manner allowing you to live comfortably.

Remember that expenses will come at different times, and you will need to make sure your budget includes all of these expenses. Utility bills usually come once every two to three months. Your rent, phone and internet are usually paid every month. Don't forget to factor in other expenses such as food, travel and so forth.

#### 2.1 Paying utility bills (electricity, gas, water)

If your residency has its own separately metered utilities, you will have to pay for these utilities yourself.

After the utility connections have been setup, you will receive your bills in the mail. There are a few ways you can pay for your utility bills. The bill itself will outline the cost, the due date and methods of payment.

If the residency does not have a separately metered utility (for example, the whole block of flats has one water meter), then the owner is responsible for paying that utility bill. They may reach an agreement with you to pay for part of that bill.

In shared accommodation, rent may already include the utility costs. Please ensure to clarify with Real Estate Agent / Landlord prior signing lease agreement.

If you are sharing accommodation and the rent does not cover utility costs then you need to divide equally the utility bills between the other tenants in the property. You need ensure payment for your share of the utility bills.

### 3. Process of securing a property

In Australia, private rental properties are secured usually following these steps:

1. Identify the area/s in which you would like to live and which coincide with a realistic approach and your budget.
2. Search for available rental properties online, such as realestate.com.au or enquire at local real estate agents offices usually in the areas that you are keen to settle in.
3. Arrange a time to inspect the properties that interest you, or attend an 'open for inspection'.
4. Lodge a rental application to apply for the property. Application forms are usually handed out at inspections, or can be found on the website of the real estate agent leasing the property. The Real Estate Agent / Landlord may accept or decline the application. You may have to apply at multiple occasions.
5. When your rental application is approved by the Real Estate Agent / Landlord, a lease signing appointment will be arranged. Ensure that you discuss the rights and responsibilities throughout the lease agreement as well as any special conditions with the Real Estate Agent / Landlord.
6. At the lease signing appointment, you will need to provide the rent in advance and bond to secure the property.
7. You will need to complete the utility connection forms or call relevant utility providers to ensure that your long term accommodation is supplied with electricity, water and gas.

The Accommodation team will assist you with the process, as set out above.

### 4. What is a Tenancy Agreement?

A tenancy agreement (also called a lease agreement, a contract, Residential Tenancy Agreement or simply a lease) is a legal contract between you and your landlord. The most common and most important conditions include:

- The amount of rent and bond you need to pay and how to pay it
- The length and type of tenancy (for example, it may be 6 or 12 months, fixed for a set period or periodic with no end date)
- The tenant names on the lease agreement

You will sign the tenancy agreement at the beginning of your lease period, before you move into the property. You need to read and understand the tenancy agreement before you sign it.

When entering the tenancy agreement, you are the tenant, and you are representing yourself, whereas the landlord may either deal with you personally, or they may have their property managed by a Real Estate Agent who represents them.

## 5. Rights and Responsibilities of Landlord and Tenant

Prior entering a tenancy agreement, there are some rights and responsibilities that you need to be well informed of. Those are:

- 5.1 Bond
- 5.2 Rent in advance
- 5.3 Paying your rent
- 5.4 Paying your rent on time

### 5.1 Bond

The bond is an amount of money paid at the start of a lease. This is to cover any damage to the property.

The tenant needs to obtain the bond money and pay it to the Real Estate Agent / Landlord to be lodged with a third party agency called Residential Tenancies Bond Authority (RTBA).

Bond loans can be obtained from a third-party source, primarily the Department of Human Services (DHS). Factors that might impact on the eligibility of obtaining a bond loan are mainly previous history of accessing the bond loan and that the amount is over 55% of your household income.

At the end of your tenancy the Real Estate Agent / Landlord will apply for the bond money to be repaid to the source that it came from. The Real Estate Agent / Landlord can withhold the bond in instances where damage was caused to the property (refer to page 7, 1.3).

### 5.2 Rent in Advance

In Australia, you must pay your rent for the property a month in advance. This starts when you first pay for your bond as well as the first month's rent. You will be paying rent on a day agreed upon between you and the Real Estate Agent / Landlord. For example, if your lease agreement begins on the 1st of November, you will need to pay the rent for the whole month of November in advance (either on that date or before).

### 5.3 Paying rent

There are many ways to pay your rent, your Real Estate Agent / Landlord will notify you accordingly. You can pay rent by setting up a direct debit that will come out of your account each month, by cheque via post or in person, or by money order.

In the case that the property is managed by a Real Estate Agent, and you pay your rent to them, it is very uncommon that agents will accept cash payments. In this case, it is possible to go to your nearest post office and exchange the cash for a money order which most agents should accept.

#### Payment Calculations for monthly rent:

Rent is usually paid every month. When you are looking for rental properties you might notice that the rental price is advertised as a weekly price. You will need to calculate the monthly price from the weekly price using the method below:

Example 1:

$$\$(\text{Weekly Rent}) \times 52 (\text{weeks}) \div 12 (\text{months}) = \text{Monthly rental price}$$

E.g.:  $\$280 (\text{weekly rental price}) \times 52 \div 12 = \$1213.33$

Example 2:

$$\$(\text{Weekly Rent}) \div 7 (\text{Days}) \times 365 (\text{Day}) \div 12 (\text{Months}) = \text{Monthly rental price}$$

E.g.:  $\$280 (\text{Weekly Rent}) \div 7 \times 365 \div 12 = \$1216.66$

Note: each agency operates according to one of the above ways to calculate rent.

#### **5.4 Paying rent on time**

Paying your rent on time is extremely important. This is why it is also important to keep to your budget and have a realistic expectation to how much you can afford to pay for rent.

If you do not pay the rent on time, the agent or landlord may remember you or list you as a bad tenant. This may give you a bad rental history, and can affect your ability to secure rental properties in the future.

If you cannot pay the rent by the due date, contact your agent/landlord as soon as possible and tell them when you can make the payment.

If you do not pay the rent within 14 days of it being due, the landlord may start eviction proceedings. If your rent is 14 days or more late, your landlord or agent can give you a 14-day 'Notice to Vacate'.

**IMPORTANT:** You must remind yourself before and during the rental process that you are responsible for making rental payments on time.

You will also be responsible for general maintenance and care of the property when you move in, during your stay and once you have left. This includes taking care that you do not damage the property, that you keep it clean, that you remove rubbish and care for the garden etc.

## Schedule B: Moving into your home and maintaining your tenancy

### 1. Securing the property and moving in

Once you have been approved for your rental property, you should have arranged a time and date to sign the lease agreement with the Real Estate Agent / Landlord. On the day of signing the lease agreement (agreeing to all the conditions), you will need to provide the rent in advance and bond. Then, you will receive the keys to the property and you are ready to move into your new home.

To finalise the securing of the property and moving in, you will also need to complete a condition report within 3 business days after the lease start date.

#### 1.1 Bond

As you may have read in Part A, when you first met with an AMES Accommodation Team, a bond amount is required to secure the property. This bond acts as a security deposit for the property, in case you incur any damages during your stay that go beyond general wear and tear (this will be explained later in the guide). The bond amount will in most cases be equal to the amount of one month's rent.

Your Real Estate Agent / Landlord will ask for a bank cheque with payment going to the Residential Tenancy Bond Authority (RTBA) where it will remain until the end of your tenancy.

#### 1.2 The Condition Report

The condition report records the general condition of the property, and the Real Estate Agent / Landlord will record the condition of the property before you move in, including any damage, marks or problems that were at the property before you moved in.

Real Estate Agent / Landlord will give you a copy of the condition report for you to review. Ensure to document any property condition not mentioned by the Real Estate Agent / Landlord. It is recommended and encouraged to take pictures as evidence of the property upon completion of the condition report.

You must review, sign and return the Condition Report to the Real Estate Agent / Landlord within three days of moving in, otherwise your comments and review will not legally be valid.

#### 1.3 Bond Release and Condition Report

At the end of your tenancy, your Real Estate Agent / Landlord agent will carry out a 'final property inspection' where the condition of the property will be assessed against the Condition Report (that you completed upon entry into the lease agreement / property).

If the condition of the property is the same as upon entry, then the bond will be returned in full.



## 2. Utility Connections

When you start your tenancy, you should contact the utility providers of your choice to ensure that gas and electricity are connected. Your Real Estate Agent/ Landlord may offer to assist you with this by offering a connection service from another company, or you may have to do it all yourself.

### 2.1 Saving energy and Water

Energy and water can be very expensive in Australia.

To ensure you save money on your utility bills, remember to minimise your energy and water usage.

You can do this by:

- Turning off appliances when they are not in use (the television and computers)
- Turn off the lights when you leave a room
- Cut back on heater and air conditioner use
- Taking short showers

More tips for saving energy and water can be found on the internet.

### 2.2 Door-to-door Salespeople

Salespeople may knock on your door to talk to you about your utilities, cable television such as Foxtel or other services. Sometimes they will talk about changing utility providers (electricity and gas).

Do not sign anything you do not completely understand. Salespeople may use different techniques to try to get you to change your utility providers. If you do not feel comfortable or do not understand them, you can say you are not interested.

This technique is also used through the phone by salespeople contacting you usually on your landline. When you are in doubt of the content of the conversation, do not say yes because saying yes may mean that you are accepting a contract. Instead, remember to request an interpreter.

### 2.3 Calling for urgent help in relation to gas, water and electricity

If you need urgent help in relation to gas, water or electricity (for example, if a water hose bursts under a sink, if you can smell a gas leak or the electricity stops working), you should contact the Real Estate Agent/ Landlord IMMEDIATELY. They will organise for an emergency repair to be done.

If you cannot get in contact with the Real Estate Agent/ Landlord, you can contact one of the emergency repairman that are subcontracted to the Real Estate Agent/ Landlord who can attend to the emergency repair.

You can contact Tenants Union of Victoria or the Consumer Affairs Victoria (CAV) who will make sure that the owner gets it repaired. Remember, continue to try to contact the Real Estate Agent/ Landlord who will organise it to get the gas, water and electricity repaired as it is a legal requirement.

It is the landlords/agents responsibility to perform urgent repairs, which is discussed in the 'Maintenance and Care of Property' see page 9. If you cause the damage however, the landlord may ask you to cover the costs of the repair.

### **3. Real Estate Agent / Landlord entry into the property and privacy**

The Real Estate Agent / Landlord or persons on their behalf (e.g. tradespeople) have the right to enter the property for one of the following reasons, but they must give you 24 hours' at least notice:

- Carry out duties listed in the tenancy agreement or relevant laws
- Value the property
- Show prospective buyers or financial lenders through the premises
- Show prospective tenants through the premises, if a notice to vacate or notice of intention to vacate has been given. Prospective tenants can only be shown through in the 14 days before the termination date specified in the notice
- Verify a reasonable belief that the tenant has not met their duties as a tenant, for example, damage to the premises or common areas, or using the premises in a way that caused a nuisance
- Make one general routine inspection in any six-month period, but not within the first three months of the first lease agreement.

Ensure to check Identifications of the personnel entering your property.

### **4. Maintenance and care of the property**

As a tenant, you have a responsibility for the general maintenance and care of the property. This includes mowing the lawn and garden care (such as weeding).

You should also ensure that the inside of the house remains clean and tidy, and in a good or similar condition to before you moved in.

If you have any urgent or non-urgent maintenance requests, ensure that you alert the Real Estate Agent / Landlord in a timely manner.

#### **4.1 Rubbish System**

Rubbish should be placed in the appropriate Garbage or Recycling Bins on the property. The Garbage Bin is for general waste while the Recycling Bin is for recyclable items such as bottles, cans, cardboard and paper.

These bins should be placed on the curb facing the street once per week.

You can ask your local council or neighbours what day rubbish collections are due.

After the bins are emptied please place into the appropriate area.

#### **4.2 Repairs**

The landlord must ensure the property is in good repair during your tenancy.

### 4.2.1 Urgent repairs:

If there is an urgent repair, tell your Real Estate Agent / Landlord immediately. If it is after hours, they should have provided you with an emergency after-hours phone number (usually in a tenancy pack provided). The Real Estate Agent / Landlord must fix an urgent repair within 24 hours of you notifying them, or attempting to notify them. Urgent repairs can include but not limited to:

- Burst water service
- Blocked or broken toilet system
- Serious roof leak
- Gas leak
- Dangerous electrical fault
- Flooding or serious flood damage
- Serious storm or fire damage
- Serious fault in lift/staircase
- Failure or breakdown of any essential services or appliances provided by a landlord/owner for hot water, water, cooking, heating or laundering
- Failure or breakdown of the gas, electricity or water supply
- Any fault or damage that makes the premises unsafe or insecure
- An appliance/fitting that causes a substantial amount of water to be wasted

Keep a record of contact made with the Real Estate Agent / Landlord.

For urgent repairs, the Real Estate Agent / Landlord should let you know that they are going to repair it straight away.

If the Real Estate Agent / Landlord do not respond promptly (i.e. within one day), you can;

1. Apply to the Victoria Civil and Administrative Tribunal (VCAT) for an order for the owners to fix urgent repair. The tribunal must hear your application for urgent repairs within 2 business days.
2. Have the fault repaired yourself for up to the cost of \$1800. You then give the 'Notice to Landlord of rented Premises' along with the receipt for reimbursement. If Real Estate Agent / Landlord did not reimburse you within 14 days, you can contact the Tenants Union of Victoria for advice and apply to VCAT.

### 4.2.2 Non-urgent repairs

Any repairs that are not listed above in urgent repairs are considered to be non-urgent repairs. If your property needs any non-urgent repairs, send a maintenance request to Real Estate Agent / Landlord listing the repairs and they should be fixed within 14 days. You need to notify your Real Estate Agent / Landlord of any non-urgent repairs in writing before you can expect it to be fixed.

If you or one of your visitors damages the premises, you should pay for the repairs. If you are confident in talking with repairmen you can organise this yourself or you can inform Real Estate Agent / Landlord who can address the maintenance and invoice you.

Never withhold rent over or for a repair. If you fall 14 days behind on your rent, the Real Estate Agent / Landlord can serve you with a 14 days' notice to vacate and start eviction proceedings.

### **4.3 Smoke alarms maintenance and testing**

The law requires that landlords have smoke alarms installed properly on your property.

You are responsible for changing the battery in the smoke alarms. You are also responsible for cleaning the grills of dust and testing it. You should change the battery every 12 month.

If the battery is running low the smoke alarms will emit a high-pitched beeping sound.

Remember: You should not disconnect, move or tamper with the smoke alarm in any other way!

If non-emergency events like cooking are continually setting off the alarm, try to ensure that there is good ventilation so smoke/steam does not set off the alarm in non-emergencies.

## 5 Vacating the property - moving out

When you sign your lease agreement, you are committing to duration of the lease term with the Real Estate Agent / Landlord. Vacating the property is usually a result in one of the following:

1. You gave notice
2. You have reached the end of your lease term and would like to move out;
3. Your landlord has given you a notice to vacate;
4. You want to break the lease agreement before the lease term is finished;
5. Eviction

It is important that you leave the property in reasonably good condition to when you moved in, remove all of your items and rubbish, and have paid any outstanding rent to ensure that the bond will be refunded in full.

### 5.1 Tenant giving notice to vacate

If you are coming to the end of your lease agreement term, and you would like to move out of the property once the lease has finished, you will still need to give your Real Estate Agent / Landlord 28 days' notice in writing.

Remember if your lease has or is expiring and you are continuing to reside at the property on a month-by-month lease (also referred to a 'periodic' lease agreement), you will still need to give your Real Estate Agent / Landlord at least 28 days' notice before leaving the property in writing.

### 5.2 Real Estate Agent / Landlord giving notice to vacate / eviction

If your Real Estate Agent / Landlord wants to end the tenancy once the fixed-lease period is over, they must give you a written 'Notice to Vacate' which is sent to your property by registered post.

The period of notice that the landlord must give depends on the reason for the Notice to vacate, more information can be found on the Consumer Affairs Victoria (CAV) website.

If you are facing eviction, CAV and the Tenants Union of Victoria can help you with support and advice.

### 5.3 Breaking the Lease (Termination by agreement)

Breaking the Lease means that you wish to move out of your rental property before the lease agreement has expired. Costs associated with moving out before the fixed-lease term has expired:

- You will have to pay the rent until a new tenant moves in or until the fixed-term lease expiry date, whichever happens first; and
- You will have to pay for the agent's advertising costs and for the re-letting fee (usually about another 1 or 2 weeks' rent)

Breaking the lease may impact your rental history.

You must pay rent until your lease expires. Failure to do so would be a breach of your lease agreement. As a consequence, VCAT can award compensation to a landlord because of this.

#### 5.4 Important things to remember when moving out

Below is a small checklist of things that should be done when moving out:

<input type="checkbox"/>	Notify your Real Estate Agent / Landlord in writing that you intend to vacate the property at least 28 days' before you move out.
<input type="checkbox"/>	Disconnect or transfer all the utilities for your house; gas, electricity, phone, internet, etc.
<input type="checkbox"/>	Remove all items from the property, including rubbish
<input type="checkbox"/>	Clean the property inside and outside (if you have organised professional cleaners, provide receipt to Real Estate Agent / Landlord)
<input type="checkbox"/>	Steam Clean Carpet and provide receipt to Real Estate Agent / Landlord
<input type="checkbox"/>	Hand back the keys to the Real Estate Agent / Landlord on the vacate date
<input type="checkbox"/>	Negotiate with the Real Estate Agent / Landlord to conduct the final inspection and obtain your bond back signing the bond claim form
<input type="checkbox"/>	Cancel any direct debit or rental payment systems once you have paid up to your last day and make sure there are no outstanding amounts
<input type="checkbox"/>	Make sure you inform the relevant services your new address (such as VicRoads, Medicare, schools and utility providers)

## Emergency Services and Response

If there is a life-threatening emergency you should call 000. The Emergency Call Services will answer 'Emergency – Police, Fire or Ambulance?' and then you should respond with the service you require and the location you need it.

Only call 000 in an emergency. This would be an incident that just happened or is currently happening (like a fire, a crime or a severe health problem), if life or injury is threatened or any event which might cause danger to persons or property.

If it is not an emergency then you should not call 000. Instead, you may look up and find the local police station or hospital's number if you have general enquiries.

If the emergency is in relation to an urgent repair to the property and maintenance, please refer above about urgent repairs, 4.2.1).

## Important Contacts

<p><b>In Emergencies, Police, Fire, Ambulance</b></p> <p>'000'</p>
<p><b>Consumer Affairs Victoria</b></p> <p><a href="http://www.consumer.vic.gov.au">www.consumer.vic.gov.au</a></p> <p>Help line: 1300 55 81 81</p>
<p><b>Other Resources</b></p> <p>Metropolitan Fire Brigade – fire preparedness and smoke alarms</p> <p><a href="http://www.mfb.vic.gov.au/">http://www.mfb.vic.gov.au/</a></p> <p>Money Smart – With tools for budgeting and saving</p> <p><a href="http://www.moneysmart.gov.au">www.moneysmart.gov.au</a></p>

## Tenancy Training Checklist

Client Name	Case ID	Signature

Completed	Items explained and referred to in the Tenancy Information Pack
<input type="checkbox"/>	<b>Emergencies:</b> <ul style="list-style-type: none"> <li>- Calling 000 (Police, Fire, Ambulance) (Emergency Response page 14)</li> <li>- Smoke Alarm (Schedule B: 4.3, page 11)</li> </ul>
<input type="checkbox"/>	<b>Understanding Rent and payment of rent</b> <ul style="list-style-type: none"> <li>- knowing how much per calendar month (Schedule A: 5.2, page 5)</li> <li>- paying rent on time (Schedule A: 5.3, page 6)</li> </ul>
<input type="checkbox"/>	<b>Understanding bond</b> <ul style="list-style-type: none"> <li>- Lodging the Bond (Schedule A: 5.1, page 5)</li> <li>- Obtaining Bond back (Schedule B: 1.1 and 1.3, page 7)</li> <li>- Goods Left Behind. Avoid damaging the property during and at the end of the lease agreement (Schedule B: 5, page 12)</li> </ul>
<input type="checkbox"/>	<b>Tenancy or Lease Agreement</b> <ul style="list-style-type: none"> <li>- The terms of the lease (6 or 12 month agreements) (Schedule A: 4, page 4)</li> <li>- Avoid the consequences of breaking the lease (Schedule B: 5.3, page 12)</li> </ul>
<input type="checkbox"/>	<b>Tenant Responsibility</b> <ul style="list-style-type: none"> <li>- e.g. when and how the agents conduct the leased property inspection</li> <li>- cleaning and maintaining the property (Schedule B: 4, page 9)</li> <li>- The rubbish system (Schedule B: 4.1, page 9)</li> </ul>
<input type="checkbox"/>	<b>Budgeting and utilities</b> <ul style="list-style-type: none"> <li>- How to pay the bills; direct debits, cheques, in person etc. (Schedule A: 2, page 3)</li> <li>- How to save energy and water (Schedule B: 2.1, page 8)</li> <li>- Dealing with door-to-door salespeople (Schedule B: 2.2 page 8)</li> <li>- Contact utility providers (gas, water, electricity) (Schedule B: 2.3, page 8)</li> </ul>
<input type="checkbox"/>	<b>Maintenance</b> <ul style="list-style-type: none"> <li>- Understand urgent and non-urgent maintenance process (Schedule B: 4, page 10)</li> <li>- Smoke alarms – maintenance and battery changes (Schedule B: 4.3, page 11)</li> </ul>
<input type="checkbox"/>	<b>Vacating the property</b> <ul style="list-style-type: none"> <li>- Notice to Vacate (Schedule B: 5, page 12)</li> <li>- Terminating lease (Schedule B: 5, page 12)</li> </ul>