

PART C – Special Conditions of the Residential Tenancy Agreement

This Annexure has been prepared to highlight important issues during your tenancy. Some of the information is also contained in the Terms and Conditions of the Tenancy Agreement which must also be read and understood.

PROPERTY MANAGER DETAILS

The tenant has been issued with the Property Managers' business card, and has noted the Property Managers' email address. The tenant understands the Property Manager is the tenants' single point of contact at Sold It Realty and that all communication is directed to the Property Manager. The tenant understands that the owner has appointed Sold It Realty as their agent and all communication is to be via the Property Manager.

TENANT DETAILS

All of the approved tenants are listed on the tenancy agreement. The tenant has ensured all names are spelt correctly and understands that each tenant is equally responsible for the payment of the FULL rent on time and the care of the property. The tenant has informed the Property Manager of all the tenants' contact details (email, mobile, new home number, work number) and if there is more than one tenant they have nominated a main contact.

CHANGE OF TENANTS

If a new tenant wishes to replace an existing tenant, the Property Manager must be informed immediately in writing in order for the new occupant to complete an application and have it approved by the owner before moving in. If any tenant intends to move out of the property, the Property Manager must be notified even if no person is replacing that tenant. Any change of the tenants is subject to the approval of the owner. Subletting the premises is not permitted on any part of the property.

APPROVAL TO GIVE OUT TENANT DETAILS

Our office is required to collect personal information from the tenant in order to manage the tenancy. The tenant agrees that the agent may give out the tenant's details (for example, name, home / work / mobile phone numbers, email addresses etc) to third parties related to the property or as required by law. (National Privacy Principles 1988)

RENTAL BOND

The rental bond is equal to 4 weeks rent (unless otherwise specified in the Tenancy Agreement) and deposited into Sold It Realty Trust Account, which is then forwarded by our office and held by the Bond Administrator. As the tenant, UNDER NO CIRCUMSTANCE will you receive the keys to the property until full payment of the Bond is paid to our agency. This payment can be made by DEFT Payment (Allow for 2-3 days payment clearance) Cash, Bank Cheque only. *We do not accept personal cheques.*

PROPERTY CONDITION REPORT

The tenant/s acknowledges that upon receipt of the Property Condition Report the tenant/s agree that should this form not be returned to the agent within seven (7) working days, the tenant/s comments shall be invalid and the agent/s comments will be taken as a true and accurate description of the property's condition when carrying out the Final Bond Inspection at the end of the tenancy.

ROUTINE INSPECTIONS

An initial inspection will be carried out 6 weeks from your lease start date. All inspections will be conducted quarterly thereafter. In line with legislation requirements, the inspection will be advised to the tenant in writing and carried out either between 9am – 12noon or 1pm – 5pm.

The tenant is not required to be in attendance and the agent may enter the premises if no one is home at the time of the arranged inspection, provided sufficient notice was provided in accordance with the Residential Tenancies Act 1987.

The tenant is aware and agrees that the Form 1AC Information for Tenant (Statement of Duties) in regards to owner/agent right of entry in respect to routine inspection, viewings, inspections for prospective tenants and or purchasers etc.

DIGITAL PHOTOS/ VIDEO FOOTAGE

The tenant agrees to allow the Agent to take internal and external digital images and/or video footage of the property throughout the tenancy during routine inspections or other granted access periods for the express purpose of communicating the inspection and any comments to the landlord or for maintenance requirements.

RENT

The tenant agrees to remain two weeks in advance where possible throughout the tenancy.

The tenant has been issued with DEFT Bpay payment details as this is our preferred method of payment.

The tenant understands that when transferring the DEFT Payment, the clearance days for the funds to appear in the Sold It Realty Trust Account can vary from bank to bank. This will not be an acceptable excuse for late rental payments and a Breach Notice will still be issued in accordance with the Residential Tenancies Act 1987.

DISHONOURED RENTAL PAYMENTS

Any dishonoured rental payments (either via cheque or electronic transfer) where there are insufficient funds available in the tenant's account will incur bank charges and chargeable to the tenant for payment directly to our agency within 14 days of receipt of the invoice. The tenant is aware and agrees that is a strict company policy no personal cheques will be accepted.

The tenant is aware that if rental payments are received to this office but are not labelled with the allocated reference number and we are not able to deduce who this payment belongs to, the tenant may be charged for a Macquarie Bank search, fees to be dictated by the Macquarie Bank.

LATE RENT

The tenant understands that the rent must always be paid on time. Every contact made to a tenant regarding rental arrears is logged & permanently kept on file. The tenant understands they will be notified when the rent is late and that formal Notices will be issued as per the RTA 1987. The tenant agrees to notify their Property Manager prior to the rent due date if a payment will be late (even if only 1 day late) so that the Property Manager has the opportunity to notify the owner. The tenant is aware and agrees that in the event of a Breach of the tenancy agreement, items of personal information contained in the Application may be disclosed in reference for future tenancy applications.

ELECTRICITY, TELEPHONE, GAS

The tenant must arrange for the connection of any services at the property and has checked with the Property Manager if any utility connections are required. The tenant understands that they have to pay for the usage/ consumption of all services at the property.

GAS BOTTLES

If gas bottles are provided with the property they must be refilled at the tenant's cost when the tenant vacates the property and a certificate/receipt provided to the agent.

PHONE CONNECTION COSTS

The tenant is aware that it is their responsibility to pay for the connection fee for a new telephone number at the premises. If the phone line is not installed at the property, then the tenant is aware that the owner is not obliged to install the phone line, but may do so at the Owners discretion. Contact your Property Manager to discuss.

WATER CONSUMPTION

The tenant is aware that 100% water consumption accounts are the sole responsibility of the tenant throughout the duration of the tenancy, unless otherwise agreed. All water consumption accounts will be invoiced to the tenant and are to be paid directly to our office within fourteen (14) days of receipt of the invoice. Under no circumstance is the tenant to pay the account directly to the Water Corporation. You will be breached and your tenancy can be terminated if you fail to pay your water consumption accounts by their due date. Any disputes with outstanding water consumption accounts are to be lodged to your Property Manager in writing.

STRATA PROPERTY/ BODY CORPORATE BY-LAWS

If the property is a unit / townhouse, the tenant has been issued with the Body Corporate Bylaws.

The Body Corporate By-laws explain the rules which apply to common property within the complex, the use of external areas of your property, noise limits etc.

BREAKING THE LEASE

The Property Manager can assist the tenant should the tenant need to break the lease by leaving early. The first step in breaking the lease is to sign and return a Break Lease Form. The tenant will be responsible for paying rent up until the day prior to the start date of a suitable replacement tenancy plus the following costs:

- Advertising costs on the property in order to re let (eg: Newspaper Advertising/ Internet costs etc)
- Reimbursement for the unexpired portion of the Owners Letting Fee (your Property Manager will calculate)
- Final Bond Inspection Fee
- New tenant database check costs

The tenant is also aware that the tenant is responsible for the maintenance and upkeep of the property until a suitable replacement tenant can be found. The tenant also understands that a suitable replacement tenancy is one in which:

Applicants are approved by the owner after reference checking;

- New fixed-term tenancy agreement is signed;
- Expiry date not before the end of your tenancy;
- Weekly rent of not less than your tenancy

While the tenant is still living in the property, the tenant will be required to show the property to prospective replacement tenants.

The tenant will be required to provide the Property Manager with a contact number that can be provided to prospective replacement tenants so that an inspection time can be arranged directly with the tenant.

The tenant will also be required to complete the standard vacating procedure.

PROCEDURE FOR END OF TENANCY

If the tenant wishes to move out on the end date of the lease, the tenant must still give 30 days written notice prior to the end date using the form provided by our agency.

The notice is not effective until the Property Manager receives the form. The tenant agrees that if the premises are not cleaned to the satisfaction of the Property Manager by reference to the initial property condition report within a reasonable time upon vacating, then a professional cleaner will be engaged to return the property to the condition it was at the start of the tenancy and the cost will be deducted from the tenant's bond.

The tenant agrees to have the carpets professionally cleaned upon vacating and provide the original receipt when the keys are returned. The tenant understands that rent is due up to the day the keys are returned to our office.

Please contact your Property Manager for a list of preferred contractors.

PETS

The tenant must obtain written approval from the Property Manager before allowing any pets to be kept at the property, even if the pets will only be at the property for a short time. If the pet is approved by the owner, the tenant will be required to pay \$260.00 pet bond. The tenant is responsible to have the property professionally treated for fleas both inside and outside at the end of the tenancy at the tenants' expense and the tenant agrees to provide a receipt to the Property Manager upon vacating. The tenant is responsible for any damage done to the property (including lawns and gardens) by the pets. Any pet will need to be registered with the local council.

IMPORTANT – LIABILITY FOR PETS

The tenant accepts full responsibility for any animal that the tenant brings or allows upon the rented premises with or without the consent of the lessor/agent and will be solely liable for all loss and damage or injuries suffered by any person who is attacked by any such animal but if any action is brought against the lessor/agent by any person despite the tenant being responsible as aforesaid, the tenant will indemnify and hold harmless the lessor/agent from any claim, action, suit or demand brought against the lessor/agent by any person injured by such animal.

KEYS

At the completion of any tenancy, whether determined by appropriate notice being given by tenant or Agent, rent shall be charged until all cleaning/repairs are completed and the keys to the property are returned to the Agent.

The tenant agrees not to leave the keys inside the property and vacate without notifying the Agent in writing of such.

The tenant must return all keys that were provided by the Agent when they moved in plus any keys cut during tenancy.

If the tenant locks themselves out of their property during business hours, the tenant may come to the office to collect the spare set of keys, but must provide identification and must return the keys the same day. If you find yourself locked outside of our normal business hours, you will be charged a \$100 call out fee (incl. GST) and subject to available and reasonable notice; you may be able to arrange to meet your Property Manager at the office to collect the spare set of keys. The alternative option will result in the tenant having to contact a qualified locksmith and the tenant will be responsible for all costs incurred and spare set of keys must be provided to the office at the tenants' cost.

TENANT'S INSURANCE

The tenant understands that it is the tenant's responsibility to insure their own belongings and furniture etc which are kept at the property. The tenant understands that even if their belongings are damaged through no fault of their own (for example, burst water pipes) the owner's building or body corporate insurance DOES NOT cover tenant belongings.

MAINTENANCE REQUESTS

The tenant accepts the property as inspected during the initial viewing prior to placing an application for tenancy.

Non-essential maintenance will be carried out only with the consent of the owner.

As the tenant you are aware that it is your responsibility to report all maintenance issues to your Property Manager immediately after noticing the issue. Failure to do so may result in negligence and you may be held responsible.

The tenant is aware that all maintenance requests must be reported in writing. The tenant agrees to immediately notify the Property Manager of any damage or repairs that may be required on the property.

After-hours or before-hours callouts would only be arranged for emergency repairs. If a tradesman performs work at the property and advises the Property Manager that the issue was caused by the tenant, then the tenant agrees & will be deemed responsible for payment of the account.

CLOTHES DRYER

The tenant is aware that clothes dryers must only be used and kept in a ventilated laundry and no other room in the house.

The tenant is aware that should the above clause not be adhered to the cost of removing the mould on walls/ceilings and any paint repairs will be the tenant's responsibility and they will be charged accordingly.

GARAGE, CAR PARKS AND DRIVEWAYS

Any vehicles at the property are only to be parked in the designated areas. It is prohibited to park on the front lawn areas, nature strips, or other lawn areas, and must repair / replace any damaged lawns. In unit complexes, designated visitor car parks are prohibited by the Body Corporate By-laws from being used by residents. The tenant is encouraged to use drip trays / mats underneath any motor vehicle.

The tenant agrees to have any hard surfaces which may be used by a motor vehicle professionally cleaned if the tenant is unable to remove stains. The tenant also agrees not to keep any vehicles in the process of wrecking (car bodies) at the property.

CARE OF GARDEN

The tenant agrees to keep the grounds in a clean and tidy condition during and at the end of the tenancy including as required; pruning of trees and plants, weeding lawns / garden beds / between pavers, weed spraying, removal of rubbish (including grass clippings, pruned branches, and fallen matter), de-cobbing, and watering as appropriate giving the nature of the grounds and water restrictions. Failure to complete these tasks may result in professional costs for which the tenant would be responsible. Maintain the lawns and gardens with sufficient water to keep them in a healthy condition as per the Property Condition Report. Should there be water restrictions during the summer months, it is the Tenants responsibility to hand water the lawns and gardens and maintain them to a good standard at all times. Hand watering can occur all or any days of the week, provided it's not between hours of 9am – 6pm. (Visit www.watercorporation.com.au for more information)

POT PLANTS

The tenant will ensure that any pot plants will be raised off the surface (carpets / timber / balcony tiles) and include a saucer to catch excess water to avoid surface stains. Any stains will be professionally removed at the tenants' cost.

RETICULATION & FRONT VERGE

The tenant is aware and acknowledges that should the property not have reticulation or the reticulation becomes unusable, the tenant is required to hand water on a regular basis and within the hours prescribed by the Water Corporation. The tenant also is aware that they are responsible for the replacement of any damaged sprinkler heads caused by the tenant during their tenancy that are not otherwise noted on the Property Condition Report. Sprinkler heads are to be kept free of weeds, grass & roots.

LIGHT BULBS

The tenant agrees they are responsible for replacing any light bulbs which fail during the tenancy.

Except for those which require a licensed electrician or special tools (such as an extension ladder) please contact your Property Manager for direct instructions.

EXHAUST FANS/ VENTS/ AIR CONDITIONING SYSTEMS

Exhaust fans must be cleaned regularly and free from dust & lint to avoid electrical faults (any charges incurred to employ a contractor for repairs should they not be cleaned will be paid by the tenant)

The same regulation applies with any vents, clothes dryer filters, air conditioning filters need to be cleaned on a regular basis and kept dust and lint free at all times.

The tenant is also aware that should the air conditioning system in the property be an evaporative system, there needs to be adequate ventilation within the property in order for the system to work to its full potential (Eg: Window open)

Any charges incurred as a result of dirty/dusty/blocked fans or filters throughout the property will be charged to the tenant.

REPLACEMENT BATTERIES

The tenant agrees to replace all batteries (when required) in fittings such as smoke detectors, doorbells, security alarms, control pads, reticulation controls, garage remote controls etc. If a contractor is called out to a fault that is reported by the tenant and the issue is due to a flat battery, the tenant will be liable for the call out fee and the contractors invoice cost.

WALLS & FLOORS

The tenant will ensure that any furniture placed on timber floors will have appropriate padding where the furniture comes into contact with the floor to avoid scratches/dents. The tenant will ensure that footwear does not mark the timber floors or the tenant will be held responsible for repair and/or replacement. Take special care to ensure that walls will be kept free of scuff marks, gouges and chips.

WINDOW MAINTENANCE

The tenant is aware that you will need to clean the windows, blinds/ curtains & flyscreens on a regular basis due to the wind/salt/sea/ spray that occurs in the local area. Due to the wind, all blinds/curtains (particularly Venetian blinds) must be pulled back clear of open window & doors to prevent damage to the slats, chains, weights or tracks. The tenant is responsible for any slats/chains broken other than those reported on the Property Condition Report.

CARPET CARE DURING TENANCY

The tenant agrees to immediately treat any stains / marks on the carpet to avoid the stains / marks becoming permanent. During a routine inspection, if the Property Manager deems it necessary, a professional carpet cleaner should be engaged by the tenant at the tenants' expense. If stains / marks become permanent the carpets may require replacement at the tenants' expense.

SMOKING

The tenant(s) acknowledge that smoking is not permitted inside the premises and accept all responsibility for any damages resulting from such action.

SMOKE DETECTORS

As of 1 July 2007, the *Fire and Rescue Service Amendment Act 2006* requires that tenant/s clean and test all smoke alarms that are in their rentals home. This must be done at least once during a twelve month tenancy. Any maintenance required to repair the smoke alarm must be reported immediately to your Property Manager, tenants are not advised to remove the batteries under any circumstance which may then leave them liable for any damage costs.

MATTRESSES & UPHOLSTRY

The tenant agrees that should the property they are taking on be furnished, then the tenant/s acknowledge that the owner has the right to arrange professional cleaning of mattresses and/or couches/sofas or dining chairs, at the tenant's expense.

POOL MAINTENANCE

The tenant agrees that it is their responsibility to keep the pool / filter / equipment in a well maintained safe condition, including cleaning / backwashing / chemicals unless otherwise stated in the lease documentation. The tenant must pay for any associated cost to restore the pool to a satisfactory condition if caused by tenant neglect. The tenant will immediately notify the agent if they become aware of any deterioration in the pool fencing or gate that could pose a safety risk and the tenant agrees that the safety gate must be operational at all times, not left open or jarred open at any time for safety reasons.

The tenant is aware and agrees that if the property has provided a receipt for a professional Pool Maintenance Contractor to attend and service the swimming pool, then the tenant, upon vacating the premises, will be required to employ a professional contractor to service the swimming pool and provide the agent with a copy of the receipt. Should the tenant fail to employ a professional Pool Maintenance Contractor, then the Agent may do so and all applicable costs be taken from the tenant's bond.

EMERGENCY REPAIRS

The lease identifies the situations which are classified by the Residential Tenancies Act as "emergency repairs". The tenant understands the meaning of an emergency repair and that all maintenance is to go through the Property Manager otherwise the tenant may be liable to pay any invoices for work that the tenant organises themselves. If an emergency repair is required, then the first step is to contact the Property Manager. If you are calling after hours, you may call your Property Manager, if they are unavailable, leave a detailed message on the answering service, and then contact one of the emergency repairers listed in your tenancy pack.

PREVIOUS TENANT MAIL/ DOCUMENTATION

If mail for any person other than yourself or residing tenants at the property, is delivered to the property address, please forward to our office within 48 hours of receipt. The mail must remain unopened.

PICTURE HOOKS / BLUE TAC / NAILS / ADHESIVES

The tenant agrees that no such items will be attached to the property without written approval from the Property Manager. The tenant will be held responsible for any damage to the property by the removal of these items if approval was not granted. To lodge an application for such items, the tenant must supply a rough floor plan of the property identifying with an "X" the location of each proposed item. This plan will then be discussed with the owner and the response communicated to the tenant. The tenant is advised that they should not proceed with installing any items until they have received written approval from the Property Manager which may contain conditions.

COMPLAINT HANDLING PROCEDURE

All of the above items have been listed in detail to assist you, as the tenant, while residing in your rental property. In the event that you are confronted with an issue, the first point of contact for the tenant is the Property Manager. The Property Manager is the person most familiar with the property and has the best relationship with the owner. If the tenant is not satisfied with the resolution provided by the Property Manager, the next step is to detail the issue and submit your complaint in writing to the Director/ Licensee at Sold It Realty.

All complaints will remain confidential and will be responded as soon as possible.

Please also be aware that if you need to seek further advice, then you may do so by contacting the Department of Consumer Protection on 1300 30 40 54.

SIGNED _____ Dated ____ / ____ / ____
 Tenant 1

SIGNED _____ Dated ____ / ____ / ____
 Tenant 2

SIGNED _____ Dated ____ / ____ / ____
 Tenant 3

SIGNED _____ Dated ____ / ____ / ____
 Agent