

Standard Residential Property Lease

Annexure to Schedule

'Additional Terms and Conditions of Lease'

- The tenant agrees that there will be no smoking inside the property.
- The tenant acknowledges that it is a condition of this lease that when a fixed term lease is due to expire the tenant must notify the agent, no less than 21 days prior to, of their intention to vacate.
- The tenant agrees to allow the agent access to the premises within 24 hours' notice to show the property to prospective tenant(s) during the last 21 days of the lease.
- It is the responsibility of the tenant to regularly test smoke alarms and RCD's ensuring that they are in good working order. Monthly testing for smoke alarms is recommended and 3 monthly testing for RCD's.
- The tenant acknowledges that photographs may be taken during routine inspections both inside and outside of the property.
- The applicant(s) will not be entitled to occupation of the premises until:
 - Vacant possession is provided by the current occupant and or deemed to be ready for occupation at the discretion of the agent
 - The lease and all associated documents are signed in full
 - Payments of all monies are made
 - Copies of Department of Housing & Works agreements have been supplied.
- The tenant agrees to notify the agent of any change of personal details such as place of employment or phone number within 14 days of the change.
- The tenant will at the end of the tenancy notify the agent of their forwarding address details.
- The tenant is aware that the property will be inspected initially 6 weeks after the commencement of the tenancy and a maximum of every 3-4 months thereafter. Written notification in accordance to the Residential Tenancy Act will be provided prior to the inspection, and the office/owners keys will be used to gain access if the tenant(s) are not home.
- The tenant is aware that the property may still be under builders warranty and therefore access will be required by the builders' tradespeople from time to time. The tenant agrees to allow access when required provided reasonable notice is given and the required access is requested at reasonable times.
- The tenant acknowledges that if they are to break the lease then they are to pay all costs associated with obtaining a new suitable tenant approved by the owner. These costs include all advertising, leasing fee (pro rata), special water meter reading, final bond inspection, etc. They will have to continue to pay rent until the new tenant

signs and commences their new lease agreement on that property or the lease ends, whichever comes first.

- The tenant acknowledges that if any locks are changed or added they must supply the agent with new keys for the locks within 7 days.
- The tenant is aware upon vacation of the premises and once the keys are returned to the agent, that they surrender all rights to attend to the property. Any cleaning and maintenance required after the bond inspection will be undertaken by the agent and deductions included in the bond disposal.
- Any chips and or heavy scuffs that need to be patched and repainted can be attended to by the tenant, however, if the job is not completed to a satisfactory level, the owner/agent can demand that the work be carried out by professional contractors and the cost charged to the tenant.
- The tenant agrees to remove all rubbish and unwanted goods upon vacation of the premises and any costs incurred as a result of unwanted goods being left anywhere on the property will be borne by the tenant. This includes placing Council bins out for collection.
- All rent payments need to be made via direct bank deposit. The tenant acknowledges that it is their responsibility to cancel any direct debits at the end of the tenancy.
- The tenant acknowledges that should there be a dispute over rental payment that it is the tenant's responsibility to prove that they have made those payments. Should the agent be required to search the bank for rental payments the tenant will be responsible for any bank charges incurred.
- If rental payments fall behind more than 3 days in arrears, breach and termination notices will be issued immediately. If not rectified within the required period, local court eviction action will commence.
- The tenant is aware the rent will be reviewed after the expiration of the lease agreement and may be reviewed every 6 months thereafter. Tenants will be given written notice of any rent increase as per the Residential Tenancy Act.
- The tenant agrees that in the event that it becomes necessary to enlist the services of a third party to collect monies on behalf of the agent/owner that the costs associated with collection will be charged to the tenant.
- The tenant is responsible for ensuring the property has adequate ventilation at all times.
- The tenant agrees to keep a drip tray on the garage or car port floor to prevent oil stains and reimburse the landlord for any cost incurred as a result of contractors employed to remove any stains.
- The tenant acknowledges no parking is allowed on the lawns, verges or any grassed areas of the property.
- If during the tenancy a breach notice is served for the gardens not being maintained to an acceptable standard then the agent has the right to engage a gardener to

rectify the issue(s), and the tenant is responsible for payment of the gardeners invoice within 7 days of the account being issued.

- It is the tenants' responsibility to maintain the reticulation system and sprinkler heads in good working order throughout the lease period. If at the end of the lease period the reticulation system, including sprinkler heads, is found not to be in good working order (including the renewal of the controller battery when required), the tenant agrees to pay for the cost of repairs from the bond.
- If during the tenancy the property is listed for sale, the tenant must make the property available for inspection by the selling agent when given a minimum of 24 hours' notice under Section 46 of the Residential Tenancy Act 1987.
- The tenant acknowledges that contents insurance for personal possessions is their responsibility.
- No unregistered vehicles to be parked at the premises. Any charges for removal of these vehicles is at the tenants cost.