



Tenants Responsibilities when Renting

- Pay the rent on time and in the way agreed (e.g. by direct credit on Friday each week)
- Keep the premises clean and undamaged and leave it in the same condition it was in when they moved in, less wear and tear
- Keep to the terms of the Tenancy Agreement
- Respect neighbour's right to peace and quiet
- Not use the premises for illegal purposes

Rent

(Sections 83-97)

The amount of rent payable, frequency and method of rent payment must be stated in the General Tenancy Agreement RTA (Form 18a).

Rent can be paid to AM Property Central in the following approved ways:

- BPay, Tenants may pay their rent by Phone, Internet or at the Post Office Bank Cheque or Money Order
- Deposit into a Financial Institution account nominated by the Agent
- Credit Card
- Deduction from pay, a Pension or a Benefit payable to the Tenant
- Another way agreed by the Agent and the Tenant

The way rent will be paid must be stated in the Tenancy Agreement. The Tenant must be told about any extra costs involved with a particular method of payment that is not part of the rent.

Electronic payments do not require the Agency to issue a receipt unless requested by the Tenant, however the process will still be conducted without an actual receipt being printed.

If at any time a receipt is requested AM Property Central can produce one for the Tenant.



Arrears

Arrears are the amount of rental money that is overdue. This is one of the most common breaches of a Tenancy Agreement and must be actioned as soon as possible.

The Policy of AM Property Central is:

- Reminder SMS everyday from three (3) days in Arrears
- Email four (4) day letter Rent Arrears
- Phone calls requesting payment from four (4) days in Arrears

If the Tenant falls more than seven (7) days behind in the rent the Landlord/Agent can give them a Notice to Remedy Breach (Form 11) seven (7) days to pay the outstanding amount.

If the Tenant pays the rent within the the time frame their Tenancy will continue. If the Tenant doesn't pay the rent, the Landlord/Agent can give them a Notice to Leave (Form 12) giving them at least seven (7) days to move out.

The Tenant needs to move out within the timeframe, or pay the rent and ask if they can stay (in writing). The Landlord/Agent will inform the Tenant if they can stay. If they agree to let the Tenant stay, this Agreement will be given in writing.

Entry to the Property

Throughout the Tenancy the Landlord/Agent is permitted to visit the property for a valid reason giving correct notice. This visit could be to check if the property needs repairs, inspect maintenance requests from the Tenant, confirm that work has been completed before paying a tradesman, to show the property to a prospective Tenant or Buyer or to ensure the property meets its safety conditions.

AM Property Central takes reasonable steps to ensure the Tenant has privacy and peaceful enjoyment of the property. To undertake any type of visit to the property the Agent must issue the Tenant with an Entry Notice (Form 9) beforehand.

If the Landlord/Agent is entering the property a two hour period in which we intend to enter the premises is specified. This does not apply to entry by another person such as a tradesman.



Periodic/Routine inspections

This can be done once every three (3) months up to a maximum of four (4) inspections per year. The Agent must check the property for maintenance and repairs. The Agent can instruct the Tenant to remove or clean an item if it is causing damage to the property or to remove a pet that is not approved.

The Tenant is responsible for looking after the property and keeping it clean and free from damage. The Tenant will be advised of any repairs and maintenance they need to address that they are responsible for.

Follow up Inspection

To check a significant breach has been fixed. This type of inspection is the result of an issue that was identified during the inspection due to the Tenant's damage to the property. The Agent can notify the Tenant that they must repair the property within a certain period and the Agent is permitted to reinspect. This is not counted as one of the four (4) allowed inspections.

Notice to Remedy Breach

(Form 11)

A Notice to Remedy Breach is a written document that informs the Tenant they have broken the General Tenancy Agreement. The notice informs the Tenant there is a problem or dispute and asks for the situation to be fixed within a certain timeframe. Some examples of when a Notice to Remedy Breach might be given:

- Given to the Tenant for non-payment of rent
- Not keeping the premises in good condition
- Excessive noise

It can be issued by the Landlord/Agent to the Tenant. In serious cases, if the Notice to Remedy Breach is not resolved, the Landlord/Agent can give a Notice to Leave (Form 12) and/or apply to the Tribunal to end the Agreement. The normal rules for ending a Tenancy still apply and the Tenant could have to pay penalties for ending an Agreement early.



Emergency Repairs

In some instances a repair cannot wait, and the Tenant has the authority to reduce the risk of injury or further damage. A Tenant must notify the Agent in writing of the need for an emergency repair and only if they are unavailable are they to contact the nominated repairer as per the Tenancy Agreement or arrange a suitably qualified person to carry out the repair.

The Tenant can pay the repairer themselves and get the money back from the Landlord/Agent or get the repairer to bill the Landlord/Agent. They should forward all receipts to the Landlord/Agent that must pay the Tenant in seven (7) days. If the Tenant does pay for emergency repairs the cost must not exceed two (2) weeks rent. If the Tenant and the Landlord/Agent do not agree about the emergency repairs, or if the Landlord/Agent has not reimbursed the Tenant within seven (7) days, the Tenant can apply to the Tribunal for a ruling.

Water Charges

During the Tenancy a Tenant may be charged for water if the property is individually metered, or water is delivered by vehicle and the rental premises is water efficient. This information must be listed on the Tenancy Agreement stating how the usage will be calculated and how the Tenants must pay.

To determine if the property meets the requirements to charge the Tenants water, the Landlord must provide proof. A plumber can provide a written Statement of Compliance.

If the bill is received during the Tenancy the Landlord will receive the water bill, pay the full amount and provide the Agency with a copy to give to the Tenant.

Tenant's have one (1) month to pay the agreed amount for water consumption after the Landlord provides evidence of the cost to the Tenant.

Ending a Tenancy

It is common for tenants to move on or for Landlords to no longer provide their property to the market to rent. To end a Tenancy all parties must follow the correct process according to the particular circumstances. There are three (3) ways a Tenancy can be ended.

1. At the end of a Fixed Agreement or during a Period Agreement by giving the correct notice. A fixed term Tenancy Agreement ends when the end date has been reached and the Tenant gives the Agent the correct notice that they will be leaving Notice of Intention to Leave (Form 13) or the Agent gives the Tenant Notice to Leave (Form 12). Otherwise the Agreement continues as the Periodic Agreement. Under a Periodic Agreement the Tenancy ends when the Tenant or Agent gives the correct notice.



2. By Mutual Agreement by all parties in writing. This could apply in any number of circumstances, the Tenant gets a job transfer, the Owner wants to move back in or the property is sold.

3. Issue of Breach, this could relate to any of the following reasons:

- Abandonment of the property
- Death of a sole Tenant
- Selling the property or possession by a Mortgagee
- Repeated breaches of the Agreement
- Excessive hardship
- By order of the Tribunal

To end an Agreement the Tenant must give the Landlord/Agent a Notice of Intention to Leave (Form 13) or the Landlord/Agent gives the Tenant a Notice to Leave (Form 12) using the correct Notice Period.

Prepare for the Leave

After receiving or issuing the 'Notice to Leave' AM Property Central will need to prepare for not only the end of this Tenancy, but commence preparations for the new Tenancy.

We provide detailed instructions to the Tenant on how the property will need to be returned, as this will ensure minimal disputes at the final inspection. The majority of issues that present themselves are when the Tenant vacates and the property has been cleaned in its entirety.

AM Property Central believes: Communication between all parties is so important from one Tenancy to the next. Forwarding relevant details to all parties to inform them of their responsibilities and keeping all parties updated and not assuming anything.



Tenants have Vacated the Property

Once AM Property Central has received the keys for the property, the Agent will need to arrange a time to inspect the property before the bond can be refunded.

All the keys must be returned (even extra keys the Tenant had cut)

The Exit Condition Report should be filled out by the Tenants and two copies given to the Landlord/Agent. It will then be compared against the Entry Condition Report (Form 1a) to determine if the property is in the same condition as when the Tenant moved in, apart from fair wear and tear. The Landlord/Agent then inspects the property and refers to the 'Entry and Exit Condition Reports'. If satisfactory a Report is sent to the Tenant at their new address within three (3) business days.

AM Property Centrals policy is: We recommend for the Tenant and Landlord/Agent to complete the report together, the report can be completed separately. The benefit of having the Tenant attend the property, the Agent can give the Tenant a first hand view of what needs to be done. Preparing the Tenant for any cleaning that may be required (e.g. bucket, cleaning cloth and broom).

By attending to those items then and their the Agent can finalise the inspection and not have to return to the property a second time. If there are further disputes about the property, the parties will need to discuss how they will be addressed. The Bond is not refunded unless the property is returned in accordance with the obligations of the Tenants being fulfilled.