

TENANT INFORMATION AND AGREEMENT

This document has been prepared to highlight important issues during your tenancy. Some of the information may be contained in the terms and conditions of the Tenancy Agreement as a general statement, which must be read and understood. This document has not been written to contract outside of the Act, void, modify or change any terms and conditions in the Tenancy Agreement or Residential Tenancies Act.

USE OF PREMISES

The tenant agrees not to use the premises for any purpose other than for residential purpose without the written consent of the landlord.

The tenant agrees not to do or allow to be done anything that will cause the shared service facilities to become obstructed, untidy, damaged or used for any purpose other than for which they are intended.

The tenant agrees to deposit all rubbish including cartons and newspapers in a proper rubbish receptacle with a close fitting lid as required by the health department or local council. Such rubbish receptacle shall be kept only in place provided and placed out by the tenant for collection by the local council or health department and returned to its allocated place.

The tenant agrees not to hang any clothes outside the premises other than where provision for the hanging of clothes has been provided.

The tenant agrees not to keep or use in the premises any portable kerosene heaters, oil burning heaters or heaters of a similar kind.

The tenant agrees not to carry out any mechanical repairs or spray painting of any motor vehicle, boats or motor cycles in or around the property including common property. The tenant agrees to be fully responsible for the removal of any motor cycle, car or boar spare parts or bodies or any other equipment used and to fully reinstate the premises or the land or common property on which it is situation to the original condition forthwith.

LEGISLATION COMPLIANCE

The tenant agrees to comply with any Act, Regulation, Rule or direction of any government, semi government or statutory body.

RENT INCREASE

The tenant agrees that in accordance with the provisions of section 44 of the Residential Tenancies Act 1997, that the landlord may other than within the terms specified in the schedule as the fixed term, increase the rent by giving the tenant at least sixty (60) days notice of the increase.

RENT

The tenant agrees that it is their responsibility to pay rent in advance. Rent is due on or before the due date (the date you have paid rent up to). The tenant agrees to contact the Agent should they not be able to pay rent by the due date. "Please ensure that you retain all receipts for your records".

All rents are to be paid via bank cheque or money order to Prestige Strata and Property Solutions - 63/12 Crefden Street, Maidstone 3012 or via EFT. - Please contact the Office for Account Details.

BREAKING OF TENANCY AGREEMENT

The following conditions will apply:-

The tenant is responsible for and must pay rent until the property is relet to a suitable tenant and a binding agreement is entered into or until the end of the tenancy agreement, whichever is sooner.

The tenant must pay for reasonable lessor compensation costs being equal to a leasing fee as per landlords agreement with Prestige Strata and Property Solutions (plus GST) or as otherwise agreed. The tenant must also pay for all advertising costs (plus GST) expended by the office in the process of securing a new tenant. All fees and charges are subject to change, please speak with your property manager directly should you wish to break your lease agreement and they will outline the current fee structure at that time.

LIGHT GLOBES

The tenant agrees to replace all lighting tubes and globes to the premises at their cost, which become defective during the term of the tenancy unless the defect is proven to be caused by faulty wiring.

SMOKE DETECTORS

The tenant agrees to check each smoke detector in the premises weekly to confirm that it is kept fully operational. These checks are to ensure the safety of the tenant and the security of the premises. The tenant agrees to replace the battery in each smoke detector on or about 1 January each year (or earlier if this becomes necessary). The tenant also agrees to immediately notify the landlord/agent of any faulty smoke detector (and confirm this advice to the landlord/agent in writing the same day).

MAINTENANCE

The tenant agrees to notify the landlord/agent of all maintenance requests in writing and agrees to confirm with the agent receipt of the request. **Emergency maintenance please call 9317 4774.**

DISHONoured CHEQUES & RENT PAYMENTS

The tenant agrees that pursuant to section 428 of the Residential Tenancies Act 1997, that the tenant shall not refuse to pay rent on the grounds that the tenant intends to regard as rent paid by the tenant, the bond or any part of the bond paid in respect of the premises. The tenant agrees that failure to abide by this section of the Act renders the tenant liable to a penalty of approximately \$1000.00.

Cheques that have been refused by the bank for any reason will attract a fee to cover the bank charges and processing costs. The tenant agrees to pay this cost.

PARKING OF CARS

Cars, motorbikes, boats, trailers and vans are only to be parked in the designated approved areas. It is prohibited to park on the front lawn areas, body corporate common areas (if app.), nature strips or other lawn areas etc. Oil stains on driveways are the tenant's responsibility to clean and remove. Should a vehicle have an oil problem, we strongly recommend that a drip tray is purchased. Unregistered vehicles are not to be kept at the property unless they are properly garaged and the only vehicle that is own.

POT PLANTS

The tenant agrees to ensure that pot plants are raised off of the carpet to avoid water damage or staining.

CARPET STAINS

The tenant agrees to remove marks and stains on the carpet immediately before serious and permanent damage occurs. If necessary, a professional carpet cleaner should be engaged. It is recommended that the carpets are professionally cleaned every 12 months.

ALTERATIONS

The tenant agrees not to alter, paint or affix any sign, object, construction or antenna onto the premises or affix any nail, screw, hook, blue tack, sticky tape, fastening, tacks or adhesive to the interior of the premises without the prior written consent of the landlord or agent.

POOL MAINTENANCE (IF APPLICABLE)

The tenant agrees that it is their responsibility to keep the pool in a well-maintained safe condition. The pool must be clean and vacuumed, water balanced, filter cleaned and timers set (where fitted). All pool equipment must be accounted for and securely stored. A certificate is to be supplied by a reputable pool service company once every month authenticating the condition of the pool and water. If it is noted that the pool is not being maintained, the tenant will be given 48 hours notice to rectify the problem. Failure to comply with this will result in a professional pool cleaner attending the property. The tenant agrees to pay for any associated costs to restore the pool to its original condition, if caused from tenant neglect.

POOL FENCING

The tenant agrees that if they erect a portable pool at the property they will ensure that the fencing requirements are in accordance with legislation requirement to minimise potential risk.

LAWNS AND GARDENS

The tenant agrees to keep the grounds (lawns & garden beds) in the same condition as presented at the commencement of the tenancy and not to store equipment, boxes or rubbish in the yard as it destroys the lawn and is a place for vermin to live. The tenant agrees to water the garden area, including the trees and shrubs, and to mow the lawn. Grass clippings are to be removed from the property and not put in gardens or on grass areas.

SMOKING & PETS

The tenant agrees that smoking is not permitted inside the property and there are no pets allowed on the premises.

WATER CONSUMPTION & UTILITIES

The tenant agrees to pay all charges in respect of the re-connection and consumption of water, electricity, gas, oil and telephone where the rented premises is separately metered for these services.

INSURANCE

The tenant agrees not to allow anything to be done, which would invalidate any insurance policy on the premises or increase the premium and the agrees to pay the landlord all increased premiums and all other expenses incurred as a consequence of any breach of this term. The tenant further agrees to pay the landlord any excess amount charged or any additional premium charged by the landlord's insurance company as a result of accidental breakage of glass, toilet bowls and wash basins in the premises where the damage has been caused by the tenant or by anyone on the premises with the consent of the tenant.

The tenant agrees to insure their possessions. The tenant also acknowledges that the landlord's insurance policy will not provide cover for such possessions.

INDEMNITY

The tenant agrees to indemnify the landlord for any loss or damage caused by failure to ensure that care is taken to avoid damaging the rented premises by the tenant or anyone on the premises with the consent of the tenant. Without limiting the generality of the foregoing, the tenant shall indemnify the landlord for the cost of repairs to plumbing blockages caused by the negligence or misuse of the tenant.

The tenant agrees to indemnify the landlord against all liability in respect of injury or damage to any third person or third party property arising from any conduct, act or omission by the tenant or the tenant's servants, agents and/or invitees.

The tenant agrees to notify the landlord or agent immediately upon becoming aware of any defects in the premises or any other matter which may give rise to a liability pursuant to the Occupiers Liability Act 1983.

PROPERTY FOR SALE

The tenant agrees to allow the landlord or his agent to put on the premises a notice or notices "for sale" or "auction" at any time during the term of this agreement and permit access to the premises by the landlord or his agent to present the property to prospective purchasers or tenants upon 24 hours' notice or by agreement with the tenant and the landlord or the landlord's agent.

CHANGE OF LOCKS

The tenant agrees to obtain written consent from the landlord/agent prior to changing locks at the property and agrees to supply the landlord/agent with a full set of the new keys within as soon as practical.

VACATING

The tenant agrees that it is their responsibility upon the termination of the agreement to deliver the keys to premises to the agent's office and to continue paying rent until such time as the keys are delivered.

The tenant agrees that if they wish to vacate the premises at the expiration of this agreement the tenant shall give the landlord or agent written notice of the tenant's intention to vacate at least 28 days prior to the expiration of the agreement. If the tenant remains in occupation of the premises after the expiration of this agreement and does not enter into a new fixed term agreement the tenant must give written notice of the tenant's intention to vacate the premises specifying a termination date that is not earlier than 28 days after the day on which the tenant gives notice.

The tenant agrees that if the premises are not cleaned to the Agent's satisfaction within a reasonable time, a professional cleaner will be engaged to clean where required and the cost will be deducted from the bond.

The tenant agrees that upon vacating, to have the carpets professionally steam cleaned by a licensed operator on vacating the property, or as directed, at the tenant's own expense and a copy of the receipt is to be produced, in accordance with the condition report as supplied at the beginning of the tenancy.

The tenant agrees to allow the landlord or his agent to put on the premises a notice or notices "to let" during the last month of the term of this agreement.

Additional Items:

Cleanliness of the premises

The Tenant must take reasonable care to avoid damaging the premises and any common are

- (a) The **Landlord** shall make sure that the premises are in a reasonable clean condition on the day on which it is agreed that the Tenant shall enter in to occupation of the premises
- (b) The **Tenant** shall keep the premises in a reasonably clean condition during the period of Agreement

Use of the premises

- (c) The **Tenant** shall not use or allow the premises to be used for any illegal purpose
- (d) The **Tenant** shall not use or allow the premises to be used in such a manner as to cause a nuisance or cause an interference with the reasonable peace, comfort or privacy of any occupier of neighbouring premises

Quiet enjoyment

The **Landlord** shall take all reasonable steps to make sure that the Tenant has quiet enjoyment of the premises

Assignment or sub-letting

- (e) The **Tenant** shall not assign or sub-let the whole or any part of the premises without the written consent of the **Landlord**. The Landlord's consent shall not be unreasonable withheld
- (f) The **Landlord** shall not demand or receive any fee or payment for the consent, except in respect of any fees, costs or charges incurred by the **Landlord** in relation to the preparation of a new lease agreement.

Residential Tenancies Act 1997

Both parties to the Agreement shall comply with the provisions of the Residential Tenancies Act 1997 as they apply to each party. Note: Reference should be made to the Residential Tenancies Act 1997 for further rights and duties

Light Fixtures

The tenant shall at the tenant's expense replace all lighting tubes and gloves to the premises which become defective during the term of the tenancy unless the defect is proven to be caused by faulty wiring.

Intention To Vacate

If the tenant wishes to vacate the premises at the expiration of this agreement the tenant shall give the landlord or agent written notice of the tenants intention to vacate 28 days prior to the expiration of the agreement. If the tenant remains in occupation of the premises after the expiration of this agreement and does not enter into a new fixed term agreement the tenant must give written notice of the tenants intention to vacate the premises specifying a termination date that is not earlier then 28 days after the day on which the tenant gives notice.

Common Property

The tenant agrees not to carry out any mechanical repairs or spray painting of any motor vehicles, boats or motor cycles in or around the property including common property. The tenant also agrees to be fully responsible for the removal of any motorcycle, car or boat spare parts or bodies or any other equipment used and to fully reinstate the premises or the land or common property on which it is situated to their original condition.

Providing Access

The tenant agrees to accept responsibility for providing access to tradespeople when maintenance is required. If service charges are levied by the tradespeople as a result of the tenant not providing access the fees will be the responsibility of the tenant.

Carpets

The tenant agrees to have all carpets steam or dry cleaned and the property to be cleaned by a professional firm acceptable to Prestige Strata & Property Solutions and to show receipt for this work when handing in the keys when vacating the property.

No Smoking

The tenant acknowledges that there is to be no smoking inside the premises at any time. Any damage caused by smoke, including odours and discolouration, to any part of the property, including but not limited to, painted surfaces/carpet and or fixtures and fittings will be charged in full or part to the tenant.

Walls & Interiors

The tenant shall not paint or affix any sign or any antenna onto the premises or affix any nail, screw, fastening or adhesive to the interior of the premises without the prior written consent of the landlord or agent.

Returning Keys

The tenant acknowledges that it is the tenant responsibility upon the termination of the Agreement to deliver the keys to the premises to the agent's office and to continue paying rent until such time as the keys are delivered. If this is not suitable the tenant can contact a property manager at Prestige Strata & Property Solutions and arrange a final inspection at the property on the day of vacation.

Animals

The tenant shall not keep any animal, bird or pet on the premises without the written consent of the landlord. (Note - written consent of the Owners Corporation will be necessary in an own- your-own unit.)