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**RESIDENTIAL TENANCY AGREEMENT – SPECIAL CONDITIONS**

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**Property Address:** \_\_\_\_\_

1. **The tenant(s) need to ensure that:-**
  - a. They have read and understand the tenancy agreement.
  - b. They abide by all the terms and conditions in the tenancy agreement.
  - c. They conduct their relationships with their landlord, his agent and contractors courteously throughout the tenancy.
  - d. They behave in a 'tenant like manner' by carrying out day to day maintenance and not causing damage to the property.
  - e. They respond to the landlord or agent in a timely manner.
2. **Commencement of Tenancy:** The tenant(s) will ensure that:-
  - a. They contact all relevant utility companies to register supplies in their name.
  - b. They carry out an inspection of the dwelling with reference to the condition report and inform agent in writing of any damage, defects or inaccuracies. Copies should be signed by all parties.
3. **RENT:** The tenant agrees that rent **MUST** be paid in such a manner to ensure that the rent is paid by the due date at all times – refer to our rent arrears procedure.
4. **ROUTINE INSPECTIONS:** Routine inspections are carried out 3 monthly – the required 7 days' notice will be issued to you by mail indicating the date and a 2 hour timeframe will be given informing you of when the inspection will take place. We do not normally change the times of the inspections as we do all properties in your zone at the same time.
5. **BREAK LEASE:** If a tenant breaks lease prior to the end of the tenancy, the tenant is responsible for all re-letting costs, advertising and the letting fee which is two weeks of rent plus 10% GST. As well as rent up until a new tenant is found and approved or the end of the lease – whichever is the earliest. And agree to pay any different or shortfall of rental if the property is re-let at a lower rate.
6. **SUB LETTING:** is not permitted under any circumstances without written permission of AUV. Only those persons nominated on the original lease are able to occupy the premises. Under no circumstances can the tenant assign the lease to another party without written permission from AUV.
7. **WALLS:** No nails, hooks, screws, stickers or blu-tac are to be placed on doors or walls without prior permission from AUV. All damages to walls etc must be repaired by the end of the tenancy in a professional manner. All walls are to be cleaned thoroughly upon vacating the property.

8. **CURTAINS/BLINDS:** All curtains & blinds are to be professionally cleaned by a company bearing an ABN certification and a receipt provided to AUV. All curtains are to be cleaned (i.e. dry-cleaned or laundered, pressed and re-hung) by the tenants – A receipt is to be given to AUV upon vacating the property.
9. **CARPETS:** All carpets are to be PROFESSIONALLY cleaned to satisfaction of the lessor/agent upon vacating and receipt given to AUV. If the lease extends past 12 months then it is recommended to have carpets professionally cleaned every 12 months.
10. **YARD:** The yard is the tenant's responsibility and MUST be kept watered, mowed and trimmed at all times. Garden beds are to be neat, tidy and free of weeds at all times.
11. **POOL:** The pool is the tenant's responsibility. The tenant MUST add chemicals to the pool on a regular basis to keep the pool balanced at all times. Not adding chemicals to the pool can cause the pool to go green and cause further damage to the pool which will be at the tenant's expense to rectify. Upon vacate written notification must be supplied to the office from a reputable pool service company authenticating the chemical level of the pool.
12. **REMOTE CONTROLS:** All batteries for ALL remotes at the property need to be in good working order upon vacate. Should the device require a new battery upon vacate the cost of the battery will be forwarded to the tenant.
13. **PETS:** Pets MUST be approved by the lessor/agent prior to the pet residing at the property, Pets must remain outside the dwelling at all times. Any damage to the property including furniture must be repaired/ replaced to the same original standards at the tenant's expense. A flea and tick treatment must be carried out by a professional pest controller and a receipt given to AUV upon vacating the property. This treatment must come with a 3 month warranty.
14. **CONTENTS INSURANCE:** It is the tenant's responsibility to take out their own contents insurance on their own contents insurance on their own personal possessions. The landlords insurance does not cover the tenant's possessions.
15. **BODY CORPORATE BY LAWS:** The tenants acknowledge and agree to abide by the Body Corporate- Laws applicable for the property.
16. **POLISHED FLOORS:** Any damage done to polished floors during the tenancy must be repaired at the tenant's expense.
17. **VEHICLES:** No unregistered vehicles are to be kept at the property at any time. All vehicles must be parked in the parking space provided and not on lawns.

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18. **CLEANING:** The property is to be kept clean throughout the tenancy, this including ceiling fans, air conditioners, bathrooms, oven etc – not cleaning these items can cause damage to the items and could become the tenants' expense to rectify. The property is to be thoroughly cleaned at a professional standard upon vacating.
  19. **SMOKING:** No smoking is permitted internally at any time.
  20. **VACATING:** Four weeks written notice must be given before the end of the fixed term agreement. The vacate inspection will be carried out within 48 hours of the keys being handed into AUV. Please ensure the property is cleaned to a high standard and remove all tenants' belongings. All receipts given to AUV so we can have the process completed in a timely manner. Tenants have to settle all outstanding accounts on termination of the tenancy.
  21. **WHEELIE BINS:** Wheelie bins must be taken back into the yard after the garbage collector has been to prevent the bins being stolen. The bins must be emptied, cleaned and put in the garage prior to vacating. If bins are stolen or damaged it is the responsibility of the tenant to replace them at their cost.
  22. **FOXTEL:** Under no circumstance is Foxtel to be installed at the property without written approval from AUV. If Foxtel is approved, any damage such as roof leaks or holes in the property is at the expense to the tenants. The Foxtel must be removed at the time of vacating and all expenses are of the tenants.
  23. **SMOKE ALARMS:** AUV will arrange a smoke alarms service at the beginning of every lease or lease renewal. It is the tenant's responsibility to check batteries are not flat throughout the tenancy.
  24. **FURNISHED PROPERTIES:** All carpets, mattresses, pillows, lounge, dining (if applicable) and window furnishings including floor rugs are to be professionally cleaned with receipt provided at vacate.
  25. **TILED PROPERTIES** – The tiles to the properties are to be professionally steam cleaned on vacating the property.
  26. **Health & Safety:** -The tenant(s) will ensure that:-
    - a. They understand and follow instructions for fire safety.
    - b. All gas and electrical appliances are used only in a manner for which they were designed.
    - c. Fire doors are kept closed and not wedged open.
    - d. They do not obstruct any stairways, landings and passageways which provide a route of escape in case of fire.

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- e. They do not interfere with or remove any appliances or equipment provided for fire safety. They take all necessary precautions with cooking equipment and naked flames e.g. candles, gas hobs and not to leave them unattended

**27. Electronic Communication:** The tenant/s agree that the agent may issue various communication via email and or SMS to the tenant/s email address \_\_\_\_\_ and/ or mobile phone number \_\_\_\_\_

These communications may include (where the law allows) but is not limited to: general letters, Notices of Routine Inspection, VCAT notices (including but not limited to: Breach of Duty notices, VCAT applications, Notices of Entry, Notices of Rent Increase, Notices to Vacate, and any other notices generated through VCAT's residential tenancies online hub) It is the tenant/s responsibility to ensure the tenant/s email address and mobile phone number recorded with this office is valid at all times. Any change in these contact details must be made in writing to our office and the change will be deemed as received once you receive communication from our office of this. If you do not hear from our office you should assume that we are not aware of your new contact details. You should also ensure that any communication from our office does not go into your unchecked junk mail box as it will be deemed as served once sent from our office. Then tenant/s also agrees that they will sign documents by digital/ electronic means where the facility exists to do so.

**I/ We the Tenant(s) have read and fully understand and agree to all of above special conditions that form part of this lease agreement.**

Signature: \_\_\_\_\_ Tenant Name: \_\_\_\_\_ Date: \_\_/\_\_/\_\_

Signature: \_\_\_\_\_ Tenant Name: \_\_\_\_\_ Date: \_\_/\_\_/\_\_

Signature: \_\_\_\_\_ Tenant Name: \_\_\_\_\_ Date: \_\_/\_\_/\_\_

Signature: \_\_\_\_\_ Tenant Name: \_\_\_\_\_ Date: \_\_/\_\_/\_\_

Signature: \_\_\_\_\_ Property Manager: \_\_\_\_\_ Date: \_\_/\_\_/\_\_