

**Special Terms attached to General Tenancy Agreement Form 18A for Locale@Alderley**

1. I/We acknowledge that these Special Terms form part of our Tenancy Agreement.
2. I/We acknowledge that should my/our application be accepted I/we am/are required to pay two weeks rent in advance plus a bond equivalent to four weeks rent. I/we acknowledge that once payment is made, should I/we change my/our mind, one week's rent will be forfeited.
3. I/We acknowledge receipt of the Body Corporate By-laws (attached to initial lease and available on the [www.livelocale.com.au](http://www.livelocale.com.au) website) with which I/we agree to comply in full.
4. I/We acknowledge that damage caused by me/us, my/our visitors, removalists or delivery vehicles engaged by us will be at a cost to me/us as the tenant/s. Parents or guardians are held responsible for any damage or vandalism caused by children under 18 years of age.
5. I/We as tenants, understand that it is the my/our responsibility to insure my/our property and possessions by way of personal contents insurance.
6. I/We acknowledge that management contactable hours are 9am to 5pm Monday to Friday and the preferred method of contact is via email.
7. I/We consent our personal information being used by the managing agent to perform previous rental history and TICA tenancy database checks in accordance with the Waves Property Management Pty Ltd Privacy Policy, (provided at tenancy application).
8. Please note, we are under no obligation to provide you with a reason should your tenancy application be declined.

**RENT**

9. Rent is to be paid two weeks in advance at all times.
10. Payment can be made via the Rental Rewards website, in cash at any Suncorp Bank branch or via interbank transfer. Cash or cheques are not accepted.
11. Two months before the end of the existing fixed term agreement, a new lease may be offered. At that time, the weekly rent will be reviewed in line with market conditions and may be increased, effective from the start of the new fixed term agreement.

**KEYS**

12. I/We acknowledge receipt of keys (during lease signing).
13. If you require additional keys, please notify the managing agent in writing so that a true record of the available keys is maintained. This is essential for security

purposes for you and future tenants. It is an offence to have additional keys cut for the property without notification.

14. I/We acknowledge that should we lose or lock the keys inside the property the following options apply:

1. Office hours, agent on site: If the agent is on site during office hours (Mon-Fri 9am-5pm), then you can collect the management set of keys and return them within 30 minutes. Identification is required to collect keys. Please note, the agent is not required to be in the office every day. If the agent is not on site, then options 2 and 3 apply.
2. After hours, agent available: If you lock yourself out after hours, please call the agent. If the agent is available to unlock the property, you will incur a \$150 + GST call-out fee payable on call out.
3. Agent not available: If you lock yourself out and the agent is not available (ie non-contactable or unable to return to the complex), then you will need to ring a locksmith to gain entry. You will need to pay the locksmith to come out and open the property for you. (This may cost in excess of \$200 + GST.)
4. Lost keys: If you lose your keys and fobs and are unable to find them, then all apartment locks (including post-box locks) will have to be replaced at a cost of approximately \$600 + GST.

#### **PEOPLE RESIDING IN THE PROPERTY**

15. Under no circumstances are additional people to reside in the property without an application being made to the managing agent and written approval having been received. Subsequent changes to the lease or bond will incur a \$50+GST processing fee. It is a breach of the Tenancy Agreement to have more people living in the house than is stated at Item 15 in the Agreement.
16. Please report visitors staying longer than a week, or those who stay on a regular basis, to the managing agent.
17. There is to be no sleeping on the floors.

#### **CLEANING**

18. The managing agent will carry out routine condition inspections quarterly. Apartments are to be cleaned regularly and thoroughly, including but not limited to: floors, walls, ceilings, doorways, kitchen benches, appliances and bathrooms and in accordance with the manufacturer's instructions. Accumulated dirt, grease and mould degrade the condition of the property and are not considered "reasonable wear and tear".
19. If a tenant occupies the premises for a period of more than 12 months, all carpets and blinds must be cleaned professionally every 12 months at the cost of the tenant. Receipts are to be provided to the managing agent.

20. I/We acknowledge that it is the responsibility of the tenant/s to gently clean all air conditioning filters, ceiling fans and exhaust fans every 3 months.
21. I/We acknowledge that my/our balcony must remain clean and tidy at all times.
22. I/We acknowledge that my/our car space must remain clean and tidy and free of oil stains at all times.
23. I/We acknowledge that my/our basement storage area, if any, must remain clean and tidy at all times.

#### **VACATING THE PROPERTY**

24. At the end of the tenancy, on the last day of occupancy, the apartment, balcony, parking space and storage space, if any, must be cleaned to a satisfactory standard consistent with the condition and cleanliness at the start of the occupancy.
25. All stains and marks, including oil stains, must be removed from the Apartment's parking space.
26. At the completion of the Tenancy Agreement, I/we agree to pay for the cost of the property to be professionally cleaned.
27. At the completion of the Tenancy Agreement, I/we agree to pay for the cost of the carpets to be professionally cleaned.
28. At the completion of the Tenancy Agreement, I/we agree to pay for the cost of the blinds to be professionally cleaned.
29. At the completion of the Tenancy Agreement, I/we agree to pay for the cost of the property to be professionally pest controlled. Please note, pest control is to remove silverfish, cockroaches, ants or spiders which can be transported in cardboard boxes during the moving in process.
30. A copy of the receipts for unit, carpet and blind cleaning as well as pest control treatment must be given to the managing agent.
31. A final condition inspection will be conducted once cleaning has been undertaken. The tenant/s may or may not be present during that inspection. The managing agent will confirm if all cleaning is of a satisfactory standard or what else is required prior to the release of the bond. In the event that satisfactory standards have not been achieved, the managing agent may employ a professional cleaner at the tenant's expense, either through reimbursement or from the rental bond.
32. When vacating the apartment, rent is payable until all keys, locks and passes have been returned and the apartment has been cleaned and returned to a condition that allows it to be relet. If all keys are not returned, the cost of changing the locks will be deducted from the bond.

33. Should you need to break your lease, please email the managing agent a completed RTA form 13 "Notice of Intention to Leave." In the event of a break-of-lease, I/we agree to pay a break-of-lease fee of one week rent + GST and an advertising/marketing fee of \$150 + GST. I/We acknowledge that the existing tenancy will terminate only when a new Residential Tenancy Agreement with a new tenant commences or the existing Tenancy Agreement expires. Until that time, I/we acknowledge that it is my/our responsibility to continue to pay the rent.

### **USE OF THE PROPERTY**

34. Smoking is not permitted under any circumstances in the apartment, garage, balconies, hallways, common areas, rooftop terrace or anywhere in the building. Please be aware that passive smoke can affect your neighbours if you smoke outdoors. Any smell of smoke within the apartment or balcony will require the tenant/s to pay for professional cleaning and deodorising costs to remove all odours. Please ensure that no butts are dropped on common property, including in hallways, on roadways, in drains, gardens, footpaths or car parks.
35. I/We acknowledge that it is my/our responsibility for the testing of all smoke alarms in the property at least once a year. I/We agree to replace all smoke alarm batteries as required during and at the end of my/our tenancy. Smoke alarms must be kept operational at all times. It is a breach of the Tenancy Agreement and the relevant legislation if smoke alarms are rendered inoperable.
36. I/We acknowledge that it is my/our responsibility to pay the water consumption charges on a quarterly basis, as invoiced by the managing agent. I/We acknowledge that payment for water usage must be made within 30 days of date of invoice.
37. I/We acknowledge that it is my/our responsibility to top up the hot water system every 3 months. (The process of doing this will be shown to the tenant/s at the start of the tenancy.
38. I/We acknowledge that it is my/our responsibility to replace any light bulbs and tubes in standard height ceilings or walls during and at the end of the tenancy.
39. Office chairs are not to be used on carpets without a protector mat. Damage to carpets or other floor surfaces from furniture or toys is the responsibility of the tenant and the tenant will be required to meet the cost of repairs or replacement.
40. I/We acknowledge that it is my/our responsibility to pay for any damage resulting from water leaks, from tenant's appliances or due to neglect by not reporting maintenance issues, onto carpets or other areas such as cupboards. Immediate action must be taken by the tenants to minimise further damage, eg water suction cleaners for carpets.
41. Nothing is to be thrown over balconies, eg debris, rubbish, litter.
42. Household rubbish is to be bagged securely and carried to the ground level waste collection area for disposal.

## **BY-LAWS**

43. I/We acknowledge receipt of a copy of the Locale@Alderley Body Corporate By-Laws and agree to comply with them. The purpose of these by-laws is to maintain a harmonious community in which all residents are entitled to enjoy peaceful existence within the building and their residence. A breach of the Locale@Alderley Body Corporate by-laws is a breach of this Tenancy Agreement. Requirements include, but are not limited to:

1. Residents are to remove all rubbish and food scraps from the rooftop terrace and BBQ area after use. The BBQ is to be cleaned thoroughly after each use.
2. Guests who you invite to use the shared rooftop terrace area are your responsibility and will be required to follow the same use conditions. All children under the age of 13 years must be supervised at all times when present on the common property and at the rooftop terrace.
3. Residents' vehicles are only to be parked in allocated parking spaces. Under no circumstances are vehicles to be parked on any part of the common property, including on the roadways, ramps etc. Body Corporate approval is required for any vehicles other than motor cars or motor cycles to be parked in allocated parking spaces.
4. Mechanical work is not permissible in allocated parking spaces or anywhere in the carparks.
5. The tenant agrees that their guests cannot use the visitor car parking spaces for a period of longer than 24 hours unless otherwise agreed by the Body Corporate.
6. Roads and carparks are shared areas for cars and pedestrians. Vehicle speed is limited to 5 km/hr. Children must not play on roads or in carparks, as this is a serious safety hazard.

## **PETS**

44. Pets may only be kept if approval has been given by both the owner of the apartment and the Body Corporate. The keeping of a pet without approval is a breach of your Tenancy Agreement.
45. Pets must be kept within the confines of the apartment and must not be allowed to be unrestrained on common property. Pets must be carried while in corridors, lifts and carparks. Any animal waste deposited on common property must be cleaned up thoroughly and disposed of immediately.
46. Where an animal is approved, the tenant must have the apartment treated for fleas and other insect pests on vacating the premises and at any time there is a problem with pet related pests during the tenancy.

47. Fumigation and deodorising will be required if animal smells are apparent in the apartment. All animal waste and food scraps must be picked up daily and disposed of in sealed bags.