

Title: LHPM Tenant guides and rules

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1 Contact details of the Agency (Property Managers)

1.1 The Agency (Property Managers)

AGENCY: LH Property Management (LHPM)

ADDRESS: Manager Shed, 10 Crayfish street, Mountain creek

PHONE: 0499 77 6464

EMAIL: admin@lhpm.com.au

Website: www.lhpm.com.au

Any updates are on www.lhpm.com.au

Emergency repair contact numbers: Refer to website or Section 1.4 below

1.1.1 LHPM Office hours

We have no specified office hours. Due to the work nature we are continuously moving during the day but best times to contact us are usually on week days between 9am to 3pm. The best option for contacting us after hours is by SMS which **includes** the nature/reason of the call.

Contact us via telephone for any enquiries or requests relating to your tenancy. All maintenance requests must be confirmed in writing using the LHPM Maintenance form (Refer to the "Tenant Portal" on our website) or request a form from the office.



EMAIL admin@lhpm.com.au

You are welcome to email us at any time regarding your tenancy. Email is our preferred method for confirmation in writing. SMS's may also be used.



APPOINTMENT

To see your Property Manager in person, please contact the office to make a time that suits. The nature of our role takes us out of the office and by making an appointment we can ensure we are there for you.

1.2 Police and medical assistance

If it is a medical or safety emergency or a crime is happening now, call

Triple Zero (000).

If not an emergency then consider to report it to Policelink. Call 131 444

Mobile app and online information: <https://www.police.qld.gov.au/programs/policelink/>

1.3 Report crime information to CrimeStoppers:

Crime "trends" i.e. not immediate actions required but you may consider long term observation a good option.

CrimeStoppers makes use of public information to solve crime and needs the public to be their eyes. Your information may be very useful when combined with other reports for this.

To provide information relating to a crime or dangerous activities that may assist with investigations. Phone 1800 333 000

To report information on a crime you can also fill out an online form or call Crime Stoppers on 1800 333 000. If the situation is urgent and requires police attendance call 000.

Online reports can be done on <http://www.crimestoppersqld.com.au/home.jsp>

1.4 Emergency Maintenance contact numbers

Note for any life threatening, medical, fire or police matters call the usual and well known number **000** or the local police, ambulance or fire and rescue department directly.

Emergency maintenance work

Emergency repairs includes such situations as:

- a burst water service or a serious water service leak
- a blocked lavatory service
- broken lavatory service (when there is no alternative lavatory)
- a serious roof leak
- a gas leak
- a dangerous electrical fault
- flooding or serious flood damage
- serious storm, fire or impact damage
- a failure or breakdown of the gas, electricity or water supply to the property
- a failure or breakdown of an essential service or hot water, cooking or heating appliance
- a fault or damage that makes the property unsafe or insecure
- a fault or damage likely to injure a person, damage property or unduly inconvenience a resident of the property
- a serious fault in a staircase, lift or other common area or premises that unduly inconveniences a resident in gaining access to, or using, the property

Where Emergency maintenance or repair is required AND **were it is not possible to contact** the Agency the following contractors may be called for repair:

Electrical emergencies: Please refer to lhpm.com.au contact list for the latest contact details.

- **Shaun of Taylor Way Electrical 0476 666 881 or**
- **Frank at Airdynamix 0488 784 881**

Plumbing emergencies:

- **Chett's Plumbing 0416 002 012 / 0421 602 093**

Note that these contacts may change from time to time. Please refer to www.lhpm.com.au for updates.

Emergency maintenance problems must be reported immediately. Please refer to the RTA 17a Information statement available from us or from RTA website. All emergencies must be phoned through to the Agency as soon as possible and then formalised in writing. Leave a detailed message with your contact details and of the situation.

Any misuse or non-emergency use of this facility may result in the tenant being held responsible for payment (s)

2 Definitions and disclaimer

Definitions

- **Agency**- Agency shall refer to LH Property Management
- **LHPM**- All reference to LHPM refers to LH Property Management.
- **Tenant** – Any or all of the persons that have signed the Form18a lease agreement

Disclaimer

This document provides the tenant with instructions that is part of their responsibilities. To better equip the tenant(s) this document also contains recommended guidelines for better housekeeping and duty of care purposes. All **recommendations** (indicated as recommendations) can be used for general information purposes only. In some cases the recommendations material may incorporate or summarise views, guidelines or recommendations of third parties. Such material is assembled in good faith and does not claim to be complete or correct and is not intended to replace any professional advice or skills. Any reliance you place on such information is therefore strictly at your own risk.

Before relying on the recommendations in any matter, users should carefully evaluate its accuracy, currency, completeness and relevance for their purposes, and should obtain any appropriate professional advice relevant to their particular circumstances.

The information is provided by LH Property Management and while we endeavour to keep the information up to date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability. In no event will we be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with, the use of this information.

3 Section 1: Preventative and safety maintenance: Rules and responsibilities

3.1 Smoke Alarms – Tenant responsibilities

To comply with Queensland Fire and Rescue Services Legislation the following are responsibilities of the Tenant during the Tenancy:

1. The Tenant will notify the Agent when a smoke alarm has failed or is about to fail, other than because the battery is flat or almost flat.
2. The Tenant will not remove, dispose of, or otherwise tamper with to cease its effectiveness (e.g. paint it), the smoke alarms installed at the premises unless it is to clean or change the battery.
3. If cooking smoke sets off the alarm, do not disable it. Turn on the range fan, open a window or wave a towel near the alarm until the alarm stops beeping; or use the hush button (if fitted).
4. The Tenant/s will ensure that all exits from the property are maintained as clearways so they can be safely and effectively used for escape in the event of a fire.

5. The Tenant are required by law to test and clean (by vacuuming or dusting) each smoke alarm at least once every 12 months.
6. The tenant is required by law to replace, in accordance with the information statement (RTA Form 17a) each battery that is flat or is almost flat during the tenancy. Whenever your tenancy agreement is longer than one year, it is recommended to replace the batteries at least once a year. Pick a memorable day (e.g. April Fool's Day, anniversary or your birthday) and replace the batteries each year on that day. In most models when batteries are low the detector will sound a short 'BEEP' every minute or so. This is an additional reminder to replace the battery.
7. Your landlord is only required by law to test and clean smoke alarms at the start of each new tenancy agreement. The Agency does this test on behalf of the landlord.



8. As part of duty of care it is **recommended** that the tenant will clean and test the smoke alarm at a more regular basis than once a year. We **recommend cleaning** the grill of your smoke alarm once a month using a vacuum cleaner or soft brush as well as **testing** once a month by pressing the test button and ensure it triggers the alarm (for each smoke alarm fitted).



If not alarming, the tenant must inform the agency immediately.

Remember, this is for your and your family's safety. If you cannot reach the button easily, use a broom handle.

Penalties may apply to tenants for not complying with some of these requirements. Refer to <https://www.qfes.qld.gov.au/communitysafety/downloadlibrary/pdf/WakeUpToSmokeAlarms-Web.pdf> for more details.

Some units have similar instructions on the inside of the kitchen door that was provided by the initial smoke alarm providers.

3.2 Mains power circuit Safety Switch testing *(This section is a recommendation only)*

Electrical safety switches are a vitally important component for electrical safety in the building, but like any piece of equipment they need to be checked regularly to ensure that they are operating correctly.

It is required as part of everybody's duty of care that tenant/s test the Safety Switch in the Power Circuit on the Power Distribution Board. Manufacturers **recommend** monthly tripping test via the test button located on the switch (Refer Figure 1 below). Whilst this is the optimum test interval, it is **recommended** testing your electrical safety at the very least once a year for everyone's safety in the house.

Instructions and information details:

What is a safety switch?

Safety switches are an insurance against electric shock and are designed to prevent injury or death. They monitor the flow of electricity through a circuit. They automatically shut off the electricity supply when current is detected leaking from faulty switches, wiring or electrical appliances. This stops the chance of current flowing to earth, through a person, electrocuting them. The safety switch is an inexpensive safety measure that protects everyone.

It is also important to make sure electrical appliances, electrical wiring, extension leads and other electrical equipment are regularly checked and kept in good working order.

Where is the safety switch?

The safety switch is installed in the electrical power distribution Board (Usually the distribution board is found in the garage)

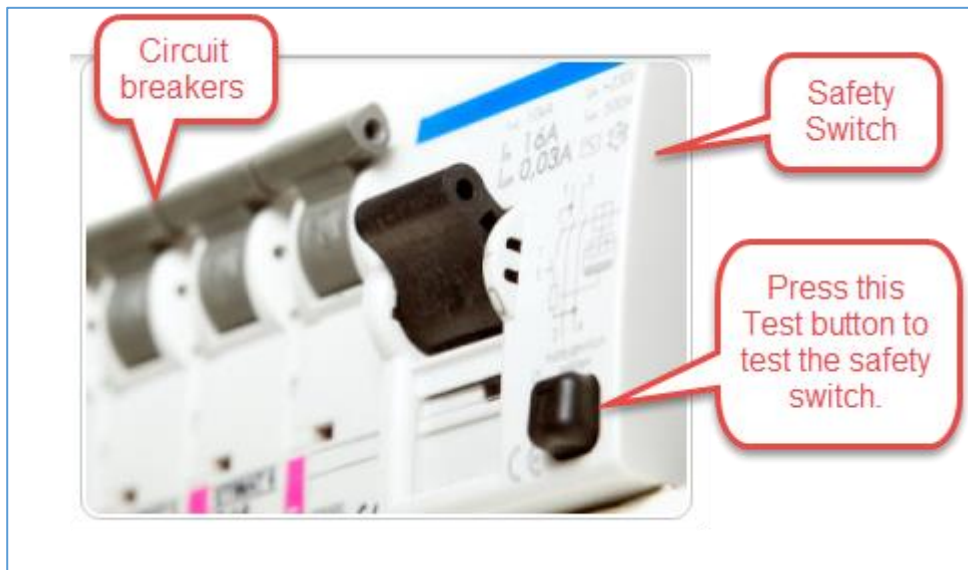


Figure 1: Safety Switch and Test Button shown Inside the Power Distribution Board. The safety switch at your place may look different

Testing a safety switch – if unsure, ask

To test a safety switch, simply press the TEST button (refer Figure 1)

- This should automatically trip the safety switch to the 'off' position.
- Reset by pushing the Safety lever switch back to 'on'.
- If it doesn't work, contact us immediately.

4 Section 2: Rules / Bylaws

The tenant is responsible for all behaviour and actions of their visitors and will at all-time comply with the **body corporate** by laws. Contact the agency for a copy of the by-laws if you do not have a copy.

4.1 PARKING OF CARS, trailers, etc

Refer to the body corporate bylaws. All cars, motorbikes, trailers, campervans, caravans, boats and trucks are to be parked in designated parking areas ONLY. Do not park on front lawn areas, or on Body Corporate designated common areas (where applicable). It is the Tenants responsibility to repair any damage done when parking in such areas.

Oil stains on driveways and garage is the Tenant's responsibility to remove before vacating the Property. To avoid such damage we recommend the purchase of a drip tray.

4.2 Clarification and Additional tenant responsibilities

Above and beyond any other requirements the tenant agrees to:

- Refer to Form 18a addendum A & B Air **Conditioning Filters & Exhaust Fans** : The Tenant/s agree to clean the air conditioner filters, ceiling fans & exhaust fans every 6 months.
- **Carpets**: For a tenancy of 12 months or more, notwithstanding the provisions of Addendum B - Special Terms Clause 4(b), carpets are to be cleaned from time to time as reasonably instructed by the Lessor/Agent. All marks and stains must be removed promptly.
- **Driveway or Car Space Areas**: Where the Premises includes a car space and/or driveway for the Tenant's exclusive use, the Tenant acknowledges and confirms it is the Tenant's responsibility to keep such areas free of oil stains and otherwise keep such areas clean and tidy.
- **Garden Maintenance** (Lessor's Responsibility): In addition to other terms the Tenant is responsible for:
 - Keep the lawn cut and garden free from weeds - watering all garden areas
 - removal of pet waste (if any)
- **Keys - Loss & Replacement**: The Tenant will be responsible for all costs associated with the loss or replacement of garage remote controls, keys, locks or security devices and services of a locksmith if required.
- **Animals - Indemnity**: The Tenant/(s) agrees to be responsible for any animal the Tenant brings or allows upon the Premises either with or without the consent of the Lessor. The tenant/(s) will be solely liable for any or all loss, damage or injury suffered by any person or to any property as a result of such animal being upon the Premises. Note this is NOT a permission to have animals.

5 Section 3: Trouble shooting

All general (non-emergency) maintenance must be put in writing using the LHPM maintenance repair form that are available from the Agency. Read through the following before reporting any maintenance requests.

5.1 PLUMBING LEAKS

The most common problem in properties is water leaking from wet areas e.g. bathrooms, laundries, kitchens, into adjoining rooms. A regular check for water leaks is advisable. If the carpet/floor is wet, sponge and dry area thoroughly and check again after use. Advise our Agency if there is a problem.

If the problem is a 'serious' water leak, this is classified as an emergency repair under the Legislation and the Agency must be notified immediately. Note that when a toilet fails it is not an emergency if there is another toilet in the unit. Please be patient as repairs will be done in normal hours to be fair to the owners.

5.2 LEAKING TOILET

A toilet with continuous water running should be reported immediately. Small leaks will cause an increase in water usages which in turn results in abnormally high water bills for which you will be responsible.

Toilet leaks and blockages are not necessary an emergency repair if you have a second toilet. Turn of the tap and do regular mopping if required until the tradesperson arrives. Please complete the maintenance form and send to our Agency to arrange for a tradesperson.

5.3 FAULTY POWER AND LIGHT SWITCHES OR FANS

If not working, check trip switches in the distribution box in the garage. Ensure the power is on and the switch has not tripped.

Do not attempt to fix power switches or electrical appliances yourself. Do not continue to use a faulty switches. Contact our Agency as soon as possible.

5.3.1 Lights and light bulbs

Tenants are responsible for maintaining and replacing bulbs unless it is a specialised bulb which requires specialist knowledge or specialist equipment. Ask if unsure

5.4 HOT PLATES NOT WORKING

Check if power is connected or check power box (usually in the garage) for tripped switch. Contact us to arrange for professional help.

5.5 HOT WATER SYSTEMS (HWS)

For all hot water problems follow the following checks:

- Check the power to the unit is switched on
- Has the safety switch been tripped?
- If your HWS is an instantaneous gas heater, then be aware the water will not be hot the instant you turn the tap on. An instantaneous system will heat the water instantly as it passes through the heater. It then has to travel through the water pipes between the heater and the outlet you have turned on. The cold water that will initially come out is the water that has been sitting in the pipes from when the water was last turned on and has now cooled down. This will mean you will need to wait a short time for the cold water come through before the hot water starts to come out.
- If your HWS is electric, you may need to lift the relief valve on the side of the tank to allow the overflow to release. Remember in winter the efficiency of the HWS is less than in the summer and the water will cool quicker.
- Please follow the above procedure before requesting maintenance. If this does not rectify the problem please contact our office or mobile services and we will arrange a tradesperson.

5.6 POWER Failure

Check the power or the lights of the neighbours. If your neighbours have also lost power contact your Electricity Supplier. Otherwise check if you have a Safety Switch, which may have tripped. If so, reset the switch. If it trips again unplug all appliances from power points. Reset Safety Switch and plug in appliances one at a time until faulty appliance is located.

Note: If this does not rectify the problem please notify our Agency.

Tenants will be required to pay for callouts where a faulty appliance belonging to them has caused the problem.

5.7 WATER ERUPTION

Water bubbling out of the ground could be a serious problem and could lead to further complications. Phone our Agency immediately as this is an 'emergency' matter.

Important Notice: Please make sure you understand the basic fault finding. Should we arrange a tradesperson to attend a maintenance problem and it resulted in a simple fix mentioned in the above procedures, or there is no problem identified but a human error or human negligence or deliberate damage caused by the tenant, or resulted from non-compliance to the body corporate laws or laws of the country, etc. (e.g the power switch was not on), the invoice may be forwarded to you for payment.

6 Section 4: Tenancy – Lease management

6.1 ENTRY CONDITION REPORT

The Entry condition report will be a **vital tool** in getting a bond refunded at the end of the tenancy. It is the tenant's responsibility to ensure they have a copy of the entry condition report and that they agree with the content. Please complete, sign and return to our office within 3 DAYS OF THE LEASE COMMENCEMENT DATE as required by the Residential Tenancies and Rooming Accommodation Act. The Agency will provide a copy of the signed and completed report to the tenant within 14 days.

6.2 RENTAL AND BOND PAYMENTS (EFT)

Electronic Fund Transfer or Direct Deposit is the only method of rental and bond payments. Please make sure that you have the correct trust account bank details for the rent payments. Note there is a different trust account for NRAS and non NRAS tenants.

It is your responsibility as the account holder to increase the amount of the direct deposit (when necessary e.g. lease renewals) and to cancel the direct deposit authorisation at the end of your Tenancy. As we are NOT the account holder, we CAN NOT change any direct deposit authorisation.

All rent must be paid in advance. This means that if you pay weekly you will start paying for one week, then "use" the week and before the next week starts you need to pay a week's rent again.

Important: You will receive a welcome letter at the start of the lease which indicate the reference to use when making your EFT payment. **If unsure, please call us**

All EFT payment (and if possible all emails communications) should use the correct reference as shown in your lease contract (Form18a) in Item 9.

If we do receive payment without any name or unit number and can not match it your payment. Failing to do this will mean that we will have no idea who have paid the rent and the money will be receipted to un-allocated funds on the computer system. All costs to determine the source of payment will be for your account as the major banks are charging a fee for any enquiries about payments. You agree to pay an Agency administration fee if the Agency need to contact the bank to find the source of the payment. The administration cost is \$25-00 per transaction. You will also be liable for all other bank cost above the \$25.00.

Also make sure that the number of your unit is correct. Again, should you provide the incorrect unit number in your reference, the payment will go to the incorrect owner. Once the owner has been disburse it is very complicated to reverse the transaction and to get the money paid back to the correct owner of your unit. A \$90 penalty will apply to compensate for all the administration.

6.3 PROPERTY INSPECTIONS

The Property is inspected by our Maintenance Inspection Manager 3 or 4 times per year. You will be notified in writing 7 to 14 days prior. For further information please refer to the Property Inspection Information provided.

6.4 KEYS, LOCKED OUT?

Office Hours – If we happen to be on site you and have keys on hand or in the management shed, you can collect our Management set and return them to our office within the hour without any cost. Identification will be required. A call out fee of \$25-00 is applicable in all other cases.

After Hours - Contact us on mobile numbers provided. If unavailable, contact a locksmith at your cost.

6.5 MOVING OUT

Two (2) weeks' notice in writing is required if you intend to vacate the property. The notice is regardless of the lease end date. The prescribed form (Form13) can be downloaded from the RTA site https://www.rta.qld.gov.au/~media/Forms/Forms_for_general_tenancies/RTA-notice-of-intention-to-leave-form13.ashx or the Agency will provide a copy for you to complete.

Preparing to move out can be a daunting tasks and may be very costly. A handy reference or tips for what to do are available from the RTA site at <https://www.rta.qld.gov.au/Renting/Ending-a-tenancy/Top-tips-for-moving-out>. If you do use a professional cleaner, check the property after the work is done before you return the keys and provide us with a copy of the receipts should we need to follow up.

When vacating/moving out make sure all cleaning and repairs are completed by 3 pm on vacating/last date. Keys needs to be returned before office closure. Keys returned the next day (i.e after the vacating date) will incur 1 days rent for each day it has not been return. The Agency will be doing an exit condition report (Form 14a) upon exit on the last day. The original *Entry condition report* is used to compare against the exit report and we encourage all tenants to make sure they agree with the entry report information.

6.5.1 Moving out. Vacating Non-compliance

Our aim is to support every tenant and to make the vacating as easy as possible. We do invite you to communicate with us if you have any problems.

Unfortunately, a smooth vacating is not always possible and it is important to provide you with the consequence for non-compliance. A Vacating non-compliance is when there is a difference between the entry and exit condition reports apart from fair wear and tear. The following guidelines will be used:

- A missing remote will be \$80-00 and every missing key will be \$20-00.
- The Agency will use their own bond cleaners and maintenance contractors at the cost of the tenant when there is a difference between the entry and exit condition report at the date following vacating. The tenant will also be liable for the rent if the non-compliance results in not being able to find a tenant e.g. if the unit is left to dirty for the next tenant to move in.
- If a QCAT or police court order was issued for a tenant to leave or when the Agency have reasonable reason or doubts about the security for the next tenant, it is policy of the Agency to replace all external locks at the cost of the tenant.
- Unreasonable and deliberate non-cooperation from the tenant which causes the Agency to do additional work to the industry normal vacating tasks, will be charged at \$60-00 per hour plus expenses (GST excluded).

Bond money may be used to pay for Vacating non-compliance. For your bond refund refer to the RTA site.

6.6 BREAKING A LEASE AGREEMENT

If you wish to vacate the property DURING your Tenancy (early lease break), please contact your Property Manager immediately and refer to your tenancy agreement which will advise you of your obligations during this process. A link to the RTA is

<https://www.rta.qld.gov.au/Renting/Ending-a-tenancy/Ending-a-tenancy-agreement/Ending-an-agreement-early-breaking-a-lease>

As per RTA, unless other wise agreed in writing, you may be responsible for:

- a) Paying compensation and/or remaining rent until the end date in the agreement or until a suitable tenant have taken over the lease.
- b) Paying 1 weeks rent re-letting fee (Note. If your rent has been discounted rent the fee will be based on the non discounted weekly rent rate) ,
- c) Advertising fee of \$110-00 (GST included) if the agency needs to advertise on your behalf.

Please contact us and we will work with you to minimise the cost if possible.

6.7 INSURANCE

We **recommend** and advise ALL TENANTS to insure their own contents as they are NOT covered under the Lessor's policies.

6.8 POT PLANTS

It is recommended that pot plants are raised off the carpet or outside areas to avoid water damage or staining.