# VACATE PROCEDURE



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# **GET ORGANISED**

You will save money by being organised, getting help and arranging your vacate services early. We recommended booking services at least 1 month before your vacate, just in case contractors or services are booked out.

**Important:** if you hand back the premises and are in breach of your obligations (outlined to the right), the Lessor/Agent may arrange for rectification and claim costs from your bond, in addition to loss of rent.

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# **UNDERSTAND YOUR OBLIGATIONS**

If you are unsure of your obligations, ask for clarification prior to vacate. We are here to help you.

- Download your Entry Condition Report & Supporting Photos from your Tenant Portal and use as a reference during your vacate.
- Read and understand the terms of your agreement, governed by the Residential Tenancies and Rooming Accommodation (RTRA) Act (legislation) highlighted to the right.

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# HAND OVER THE PREMISES (RETURN KEYS)

The property can be handed over in one of two ways. 1) Hand over appointment arranged at the property using our <u>Online Booking</u> service, or 2) Contact-less End of Tenancy Procedure. Both require the following:

- ✓ All keys & remotes returned in good working order
- ✓ A copy of all invoices/receipts for vacate services
- ✓ A copy of the completed Exit Condition Report
- ✓ Completed Vacate Confirmation Form

You must ensure all of your obligations are met prior to handing in your keys.

Upon handover of the premises, you will be requested to complete a Tenant Confirmation form, which will be emailed to you with a copy of the keys returned, your tenant ledger and a copy of your Exit Condition Report (if provided).

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## **VACATE INSPECTION**

The vacate inspection will be completed within 3 business days of the keys being returned, unless otherwise agreed, and a copy of the Exit Condition Report will be sent to your nominated email address, as well as uploaded to your Tenant Portal. An SMS will also be sent to your nominated mobile to confirm the process has been completed.

If there are any items you disagree with on the Exit Condition Report, please identify these items and concerns in writing by responding to this email, so we can discuss them further with you and the Lessor.

**Friendly Reminder:** We want to work with you to finalise your tenancy quickly and have a positive outcome for all parties involved. We do not take any enjoyment in Tenancy Disputes, therefore if a matter is raised with you at the end of your tenancy, it will be within the requirements of your tenancy laws.

### OUTSTANDING ITEMS

Should there be any outstanding items that require rectification, they will be identified on the Exit Condition Report and will require rectification before the tenancy can be finalised (and your bond refunded).

- Where possible, time will be provided for you to rectify these items, however it
  is not lawfully required. Please read the email and follow the instructions
  provided.
- If you fail to act or respond, outstanding items will be rectified, and costs will be claimed from your bond. Costs incurred that exceed the bond will be required to be paid within 14 days.
- Should the tenancy not be finalised within a reasonable timeframe, the matter
  will be escalated with the appropriate authorities and may result in your details
  being provided to tenancy databases. We thank you in advance for your
  cooperation to prevent this.



# FINALISATION OF TENANCY (BOND REFUND)

We are unable to process the bond refund until the tenancy is finalised. The bond will be held by the RTA until it is confirmed that you have met your obligations in accordance with the Tenancy Agreement and the RTRA Act.

The bond refund will be processed via RTA Online Services, which will require your participation as prompted. To ensure that the bond is processed quickly, please follow the prompts outlined in the email sent by the RTA. Bond refunds are only paid into Australian bank accounts.

#### 37 Condition premises must be left in

At the end of the tenancy, the tenant must leave the premises, as far as possible, in the same condition they were in at the start of the tenancy, fair wear and tear excepted.

#### 38 Keys

At the end of the tenancy, the tenant must return to the lessor all keys for the premises

#### 39 Tenant's forwarding address

When handing over possession of the premises, the tenant must, if the lessor or the lessor's agent asks the tenant in writing to start the tenant's new residential address, tell the lessor or the agent the tenant's new residential address.

## 40 Exit Condition Report

As soon as practicable after this agreement ends, the tenant must prepare, in the approved form, and sign a condition report for the premises and give 1 copy of the report to the lessor or the lessors agent.

#### 2 Care of Premises

The Tenant agrees:

- (f) To maintain all garden areas including watering trees and other plants, to mow the lawn and remove garden rubbish (including pet waste) from the premises.
- (j) Not to maliciously or negligently damage the premises or any part of the premises.
- (o) To keep the premises free of rodents, cockroaches and other vermin, should the presence of such vermin or infestation have arisen due to act or neglect on the part of the tenant, shall be the tenant's responsibility to remedy.
- (p) To replace any light bulbs and fluro tubes that have blown during the term of the tenancy.

# 5 End of Occupancy

The tenant will on vacating the premises:

- (a) Return all keys, keycards and other security devices (if any) and make good of the cost for replacement should any of these items not be returned or be lost at any time.
- (b) On the last day of the tenancy have all carpets cleaned to a standard similar to the standard as provided by the lessor/lessor's agent at the start of tenancy.
- (c) Fair wear and tear accepted, repair damage to the premises arising or as a result of the tenant's or its guest's actions including damage (if any) caused by the Tenant's pets.
- (d) Remove all the tenant's property from the premises including rubbish and property on the premises not the property of the lessor.
- (e) Leave the premises (including the grounds) in a neat and tidy condition
- (f) Where a pet has been kept on the Premises, comply with all conditions of approval
- (g) Return all remote-control devices in good working order and condition including batteries, and where not returned, make good the costs of replacement.

## 362 Duty to mitigate loss or expense

The lessor or tenant must take all reasonable steps to mitigate loss or expense