# **Gemini Court Apartments**

### ABN 52 620 858 157

45 Hayle St Burleigh Heads Qld 4220 **Telephone** (07) 5576 0300 **Email** manager@geminicourt.com.au

## **TENANT INFORMATION SHEET**

#### \*It is very important that you read this document\*

#### **UTILITIES**

It is your responsibility to have electricity and telephone connected in your name and to have the account finalized when you vacate. Current telephone numbers to arrange connection are: TELSTRA: 13 22 00 ENERGEX: 13 12 53

#### **CONDITION REPORT**

The Rental Bond Authority "Entry Condition Report" must be completed, signed and returned to the office no later than THREE (3) days of you taking up tenancy. Failure to do so may result in the rejection of damage not recognized by us as pre-existing.

#### **OCCUPANCY**

**Only persons included in your original application are permitted to reside permanently in your unit.** If a new tenant wishes to replace an existing tenant, you **must inform us immediately** so that the new tenant can complete an application and have it approved before moving in. Failure to do this is not only a breach of a condition of your Lease but will also affect your bond refund, as bonds are not transferable without written permission.

#### **PAYING RENT - OFFICE HOURS**

It is NOT our responsibility to collect rent. It is a **TENANT's legal obligation to pay rent** to the Resident Manager. To facilitate this, we encourage the use of **direct debit**.

#### Our bank details are:

Account name: <u>Gemini</u> Court <u>Property</u> Trust Account BSB: 034-001 Account #: 512521

| We will open the office; | 8:30am – 5pm  | Monday to Friday |
|--------------------------|---------------|------------------|
|                          | 8:30am – 2pm  | Saturday         |
|                          | 8:30am – 12pm | Sunday           |

We are contactable only in the event of an emergency outside of these hours on 9 from the intercom phone or on 0428 494 494.

#### RENT MUST BE PAID NO LATER THAN THE DUE DATE

Failure to do so will result in immediate action being taken.

If you are experiencing difficulty in paying your rent, it is in your best interest to contact the office and discuss the situation. Doing so may avoid the necessity for us to issue a Notice of Breach, or worse, a Notice to Leave.

We are members of the <u>Tenancy Information Centre Australia (TICA)</u>, as are most real estate agents who manage properties and many residential complex managers. TICA has a database covering Australia and New Zealand on which are recorded details of persons who have failed to fulfill their lease obligations, be it failure to pay rent or other breaches. Appearing on this database will almost certainly affect your ability to lease properties in the future. We would therefore prefer to sort out any difficulties with you, rather than submit a negative report to TICA.

#### **CHANGE OF EMPLOYMENT**

It is important that you notify us of any change in employment including a business hours telephone contact number.

#### **MAINTENANCE**

Should you experience a maintenance problem, please telephone, email or call at the office and we shall arrange to see to it as soon as possible. You will need to advise us either of a time during normal working hours when you will be in attendance or give your approval for us to enter in your absence. Where tradesmen are required to effect repairs it is usually difficult to obtain an appointment time and we therefore need your approval to access your unit should you be absent when the tradesman attends.

We ask that you report any matter requiring repair or maintenance immediately when it comes to your attention. This will help to avoid any risk to you or your visitors and to minimize further damage to the property.

Any repairs or maintenance which YOU arrange outside normal office hours or without approval from the office will be at your expense unless it is proven to be a genuine emergency and all reasonable attempts to contact us have been unsuccessful.

#### <u>KEYS</u>

You are responsible for the safekeeping of keys to your unit. Should you loose your keys, you will have to pay for a replacement set and also the cost of a new barrel in the unit door. When you vacate the premises you must return ALL sets of keys.

If you forget your keys, misplace them or similar and require access to your unit, a fee will be incurred of \$50.00 between the hours of 5.30pm and 8.30am.

#### **CAR PARKING**

All units have 1 car space. Parking is permitted on the sidestreet at any time. Visitor car parks are for visitors only. Do not obstruct roadways and pathways. Children are not permitted to use the car park, roadways or pathways as play areas.

#### SPEED LIMIT

There are 10 KPH signs placed around the complex that are to be observed at all times for the safety of all particularly, small children. Please advise your visitors of this.

#### **RUBBISH**

There is a refush chute located in the lobby on the floor of your apartment. Yellow recycling bins are located in Car Park 2 (turn left from the south tower door into the car park). Please take any recycling and large rubbish items that do not fit in the chute to the bins in Car Park 2. In the interest of health and to avoid unsavory smells and problems with pests, remember to **'bag'** all rubbish securely. Do not place glass in the chute under any circumstances.

#### ANIMALS

The keeping of animals is not permitted by the body corporate.

#### **OFFENSIVE BEHAVIOUR**

Offensive behaviour, including foul language, which encroaches on the peaceful enjoyment of other residents will not be tolerated.

#### **NOISE**

Please respect the rights of your neighbours to their peaceful enjoyment of their home when playing music, etc. Also, please be considerate of your neighbours when coming or going late at night.

#### **BALCONIES**

No sheets, towels or any other items may be hung on the balconies at any time, for any reason. This By-Law will be strictly enforced in order to maintain the quality of appearance of the complex.

#### **BYLAWS**

Bylaws and house rules apply - A copy is available at reception on request

#### WASTE DISPOSAL UNITS

Many waste food products are not compatible with this unit. Banana peels or any hard material will stop the disposal unit from operating. They are really designed for *soft vegetable matter*. Be careful that cutlery does not slide down them also. A lemon cut into pieces and put down the unit once in a while makes them smell fresh and clean.

#### **GIVING NOTICE**

Under the terms of the Lease you are required to give 14 days notice in writing of your intention to vacate, either at the conclusion of the term of your Lease or at some time thereafter. Forms are available at our office.

#### VACATING

In accordance with the Residential Tenancies Authority requirements, you must advise our office of your forwarding address prior to vacating.

#### **BREAKING YOUR LEASE**

Should it become essential for some reasons to break your Lease, please discuss it with us as soon as possible. This will help to minimize the cost to you. As a broad guideline, a tenant breaking a Lease will be responsible for:

- (a) payment of rent for the remaining period of the Lease OR until a satisfactory replacement tenant is found and commences paying rent, whichever comes FIRST
- (b) the normal end of the lease obligations, including but not necessarily limited to: cleaning of your Unit to a standard acceptable to us; carpet cleaning and pest control as arranged by us; and
- (c) all re-letting and administrative costs (currently set at the equivalent of one week's rent + gst) and advertising.

#### **SECURITY BOND**

Your bond is lodged with and held by the Rental Bond Authority, providing both you and your landlord a degree of protection. An application for refund of your bond from the RTA will be authorised by this office ONLY AFTER YOU HAVE RETURNED THE KEYS AND AN INSPECTION IS CARRIED OUT. In order to obtain a full refund the following matters will need your attention:

**Cleaning of Unit;** Most disputes which occur at the time tenants vacate units relate to the standard of cleanliness. We go to considerable lengths to ensure that all units are cleaned to a high standard before they are let, so it is in your interest to identify any cleaning problem

**Before you Move in;** You will be expected to hand back your unit at the same level of cleanliness that it was upon you taking up occupancy. The best guideline is to expect a good standard of cleanliness when you move in and recognize that we shall require a comparable standard when you move out.

**Damage to Unit;** Other than for fair wear and tear, you will be responsible for the cost of repairing damage that occurred during your tenancy. **DO NOT PLACE STICKERS/BLUE TAC OR OTHER ADHESIVE PRODUCTS ON WALLS OR DOORS** – removal nearly always results in damage to the paintwork. From experience we have found that patch painting in an attempt to cover damage, never works to an acceptable standard. In most cases the minimum solution is to paint the damaged wall.

We hope you enjoy your residency at Gemini Court Apartments