



Henzells Agency Pty Ltd Property Owner's Handbook



A Comprehensive Guide for Property Owners and
Property Investors

Exclusive Property Owner's Handbook

Contents

Section One

Answers to Commonly Asked Questions

Maximising Your Rent	4
Getting the Best Tenant	5
The Marketing of My Property	6
Property Presentation	6
Pets at My Property (If Permitted)	7
Receiving My Rent Monies	8
Inspections of My Property	9
Taking a Bond	10
Tenancy Agreements	10
Repairing and Maintaining My Property	11
Renewing the Lease with My Tenant	12
Notice Required for Vacating	13
Breaking of a Fixed Term Lease	13
Breaches of Tenancy	14
Landlord Insurance	14
Smoke Alarms	15
Pest Control Services	15
Costs Incurred at My Rental Property	16
Receiving My Financial Statements	17
Selling or Moving Back Into My Property	18

Section Two

Tenancy Legislation- How it Affects You and Your Tenant

Some Landlord Rights and Obligations	19
Some Tenant Rights and Obligations	27

Section Three

A Guide to Getting Your Property Ready for Tenancy	30
----------------------------------------------------	----

Section Four

Our Written Service Standards and Guarantee	34
---------------------------------------------	----

Exclusive Property Owner's Handbook

Introduction

We have constructed this comprehensive property owner's handbook as a service to our clients to familiarise you with our property management processes and procedures and tenancy management expectations.

We hope that you enjoy reading this handbook and ask that you become familiar with its contents. Should you have a query which you believe is not answered, please call us on (07) 5491 2000 and we will be happy to assist you.

Disclaimer

This handbook has been prepared by HENZELLS Agency as a guide for property owners and investors.

Our officers, employees, agents and associates believe that the information and material contained in this handbook is correct at the time of printing but do not guarantee or warrant the accuracy or currency of that information and material. To the maximum extent permitted by law, our officers, employees, agents and associates disclaim all responsibility for any loss or damage which any person may suffer from reliance on the information and material contained in this handbook or any opinion, conclusion or recommendation in the information and material whether the loss or damage is caused by any fault or negligence on the part of our officers, employees, agents and associates or otherwise.

The information relating to the law in this handbook is intended only as a summary and general overview on matters of interest. It is not intended to be comprehensive nor does it constitute legal advice. Whilst our officers, employees, agents and associates believe that such information is correct and current at the time of printing, we do not guarantee its accuracy or currency. Many factors unknown to us may affect the applicability of any statement or comment that we make to your particular circumstances and consequently you should seek appropriate legal advice from a qualified legal practitioner before acting or relying on any of the information contained in this handbook.

The information contained in the handbook is of a general nature and does not take into account your objectives, financial situation or needs. Before acting on any of the information you should consider its appropriateness, having regard to your own objectives, financial situation and needs.

Section One

Commonly Asked Questions

Maximising Your Rent

How Do You Determine the Best Rent For My Property?

We always strive to get you the maximum rent possible; however we also must keep in mind setting the correct market rent to get your property rented as soon as possible. Both factors are important to present your property on the market successfully for rent.

To do this, we consider these factors:

- a) **Demand** - Is there a high or low demand for properties at present. This can be seasonal and affected by a number of factors.
- b) **What Is Available Now** - we look at properties currently available for rent in the newspaper and/or the internet, and consider their location and features for comparison to calculate a maximum rent for your property
- c) **What We Have Rented Right Now** - We compare your property with what we have currently rented, taking into account property location and features.

These factors allow us to give you enough information to set the right rent for your property.

What if I want a rent amount that is higher?

You may place your property on the market at the rental amount you wish. However keep in mind that it is the market demand that sets the rent, and if the market (prospective tenants looking for a rental property) deem the amount of rent too high, your property may stay vacant longer than necessary.

With this in mind, be aware your annual rental return will be **reduced by 2% for every week it is vacant!**

How is the rent reviewed during the time that you manage it?

When we need to secure you a new tenant, we will always review the rent against market conditions. This will also be done at lease renewal time, or at other times when required. We will always contact you for your permission before the rent is increased. Be aware that we are required to give two (2) month's notice to increase the rent for periodic tenancies and can only increase the rent every six (6) months.

Getting the Best Tenant

How Does Someone Apply For My Property?

We always ask that the prospective tenant fill in an application form, signing giving permission for us to check the information provided. We will never discuss an applicant with you without this application form completed prior to contacting you.

What If An Applicant Contacts Me?

If in the unlikely chance a prospective tenant contacts you to discuss their application, or in fact ask questions regarding their rejected application, we insist that you simply request that they contact us (your agent). If they persist we insist that you do not discuss anything further to avoid unnecessary problems and complications.

How Do You Check An Applicant?

With the information provided we confirm their payment and tenancy history by calling their current and/or previous landlord/agent as well as confirming their employment, checking them against a National Tenancy Internet Database to see if they have been lodged as a bad tenant by a previous agent.

In some cases where an applicant may not have a tenancy history we try and confirm other information that may give us insight to show their ability to maintain a tenancy in your rental property, for example a stable employment history.

In some cases where this is not possible we may simply reject the application.

What reason do you have to give the applicant to reject their application?

Legally we do not have to give a reason and by industry practice we never give a reason.

Who selects the applicant for my property?

You do! We will simply give you the information we have collected and by using our experience give you a possible guide as to the tenancy outcome, but at the end of the day it is always your choice!

Do You Guarantee The Tenant?

We can never guarantee any approved tenant for your property. We can only attempt to collect information on their past history and confirm their income arrangements. As their paying of rent and maintaining the property is purely voluntary we cannot guarantee any tenancy outcome. This is a landlord risk that comes with allowing someone else to rent your property!

The Marketing of My Property

What do you do to advertise my property?

Once we have a signed Management Agreement authorising us to act on your behalf, we list your property in the following forms of advertising:

1. **Newspaper** - Using the sunshine Coast Daily and My Property Preview we place the details of your property into our (Corporate Advert/Classifieds). This is charged to you, at the cost we are charged by that newspaper.
2. **Rental Listing Brochure** - Your property is added to our office listing brochure with a photo and details of your property. This is given to anyone that comes in looking for a rental property.
3. **Window Display** - a copy of our rental listing brochure is entered into our window display. This is popular for easy access after hours.
4. **Internet** - Your property along with photos is entered onto the following websites, maximising coverage to any prospective tenant using the Internet to locate a rental property. We suggest professional photos.
 - a) Henzells.com.au
 - b) www.realestate.com.au

Property Presentation

How should the property be presented?

We ask that the property be presented in the best manner possible to attract the right tenant for your property. We don't want a bad first impression to detract the right tenant from renting your property. Please refer to our guide 'Getting the Property Ready for Your Tenant' in Section Three with tips and a checklist on how to present your property for rent.

How clean should the property be when a new tenant moves in?

The property should be presented 'clean' in accordance with legislative requirements. Please refer to our guide to 'Getting the Property Ready for Your Tenant' in Section Three for recommended levels of cleanliness.

As a very general rule we ask the tenant to leave the property at the standard they found it.

In cases where the property is provided in an extreme level of cleanliness we ask the tenant to leave the property likewise. However in the case of a dispute legally we can only enforce that the tenant return the property in a 'clean' condition, this being their minimum legal obligation.

Pets at My Property (If Permitted)

If I allow pets at my property, what expectations will be given to the tenant?

We always sign a pet lease agreement with your tenant. This obligates them in 4 ways:

- a) No additional pet may occupy the property without prior permission.
- b) The pet may not come inside the property.
- c) The pet must be removed from the property if it becomes annoying or bothersome to neighbours (after reasonable warning has been given in writing).
- d) The tenant must be responsible for any damage caused by their pet, and remove any rubbish or faeces deposited by the pet.

We also record the details of the pet on the agreement, which is then signed by the tenant.

How do I ensure the pet will not come inside the property?

We obligate the tenant to commit in writing that they will not bring the pet inside. However as we are unable to monitor the property all of the time, we cannot guarantee that the pet will not come inside the property.

We do look out for any warning signs whilst at the property conducting inspections. However, the only way to ensure that a pet will not come inside the property is to insist 'No Pets' right from the start of the tenancy.