



**COOPER & COOPER  
PROPERTY MANAGEMENT**

**TENANCY INDUCTION HANDBOOK**

LVL 1/121 KEIRA STREET  
WOLLONGONG NSW 2500  
P: 4229 8233 F: 4229 8277

[www.cooperpropertymanagement.com.au](http://www.cooperpropertymanagement.com.au)



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Dear Sir/Madam,

Congratulations on renting the above property. I hope that our property management team has provided you with all the service and information required.

I recommend that you read both your Tenancy Agreement and the New Tenant Checklist that have been provided for you. These documents contain relevant information about legislation, regulated by the Residential Tenancies Act, which will impact upon your tenancy. Of great importance is the Condition Report that you are to complete, sign and return to our office within 7 days.

If you have any problems with your rental commitments or any other issues throughout your tenancy please contact your property manager so that a solution can be reached. It is difficult for a property manager to rectify an issue if they are unaware of it.

If at any time during your tenancy you feel you are not receiving the level of service or assistance you require, please contact me and I will be happy to assist you.

Kind regards,



**Natalie Cooper**  
DIRECTOR

THIS BUSINESS IS INDEPENDENTLY OWNED AND OPERATED BY DAVCO REALTY PTY. LTD ABN 21 000 908 663  
TRADING AS, COOPER AND COOPER PROPERTY MANAGEMENT.  
REAL ESTATE AGENTS AND PROPERTY MANAGERS, MEMBER OF REAL ESTATE INSTITUTE NSW, MEMBER OF EAC



# possession GRANTED

Please note that possession will be granted once the following has been fulfilled:

1. Tenancy start date – your tenancy start date has commenced, as per your tenancy agreement (please note that we will not allow access earlier than you start date for the purposes of storing furniture/ early removalist arrival etc.).
2. The full amount of bond and rent has been received.
3. All parties have signed the tenancy agreement.

During the tenancy induction we will go through the following with you:

1. Tenancy agreement – the specific details of your tenancy with us.
2. Payment of Rent – how we would like you to pay your rent.
3. Zero tolerance Late rent policy – we will explain our zero tolerance policy to late rent payments.

4. Bond Lodgement – sign the lodgement form that will accompany the lodgement of your bond with the rental bond board.

5. Property Condition Report – we will explain what you need to do with the property condition report.

6. Repairs and Emergency Repairs – our procedure.

7. Compulsory Legislation information booklet – we will provide you with a new tenant checklist advising you of your rights and obligations as a tenant.

8. Any other important matters.

9. Monies received – at this appointment we will issue you with a receipt for your payment of any bond, rent received unless already received prior.

After all of the above is completed you will be given access to the property by providing you with the property keys.

## tenant contents INSURANCE

It is crucial that you have your own tenant contents insurance.

It is important to note that should your goods be damaged or destroyed by circumstances affecting the owner's property (i.e. fire, storm damage, power outages etc.) then your goods and possessions are not insured by the owner.

For Example: A storm blows a tree onto the house and in the process, your belongings are damaged. The owners insurance will not cover your possessions.



# moving into your RENTAL PROPERTY

You will be required to have all the utilities connected as soon as possible otherwise you may find yourself without, power & heating.

Some properties will only require electricity connected, whilst others will require both electricity and gas.

How to determine whether you will need gas connected:

- The stove top has “open flame burners”
- The hot water system is gas.

Having the home telephone connected is completely up to you as the tenant. It is to be noted, however, that any costs which may be incurred as a result of having the phone connected or transferred to another service provider is at your cost and not of the landlords.

Below are the numbers which will help get you connected:

- Integral Energy - 13 10 02 (electricity)
- AGL - 13 12 45 (Gas)
- Telstra - 13 22 00 (Telephone)

Note:- The Water supply is in the name of the landlord and will NOT need to be connected in your name.

## Changing Address

ensure that you let financial organisations, road departments and other important bodies know of your change of address.

## Contact Details

Once your new contact details are available like a landline phone number and postal address (if different from your rental property address) please email these to us on [admin@cooperpropertymanagement.com.au](mailto:admin@cooperpropertymanagement.com.au)

## Keys

Should you wish to copy keys it is important to note we will need back all keys provided to you as well as any copies made during your tenancy period. If you change the locks during tenancy, you are obliged to provide us with a full set of keys for property access.

## Payment and lodgement of your bond

Your bond will be lodged and confirmation of this sent to you for your records.

Property Condition Report – Please ensure that you return your signed/amended copy of the property condition report to our office within 7 days of receipt. Please note all tenants on the tenancy agreement need to sign each page of the report. If the report is not returned please be aware that the original will be used for end of tenancy comparison regardless of whether you agree to the condition report or not.



# general and emergency REPAIRS

Our office does not accept verbal repairs. All repairs must be in writing. They will be accepted in the form emails, faxes or letters. No repairs will be taken over the telephone. This is to prevent repairs being misunderstood.

It is the landlord's responsibility to complete all repairs that have occurred due to no fault of the tenant.

All urgent/emergency repairs are to be completed by the landlord as quickly as possible. You have been provided with a list of emergency contact people for all repairs which are needed after hours and considered an emergency.

Emergency Repairs can include:

- A burst water main
- A blocked toilet (if there is only one in the property)
- A serious roof leak
- A gas leak
- Flooding (through cause of repair- not tenants fault)
- No electricity, gas or water

During office hours, ALL repairs must be reported to us no matter how urgent they are.

It is to be noted that the landlord reserves the right not to complete repairs which are non-urgent and are not impacting your health and safety.

## lawns & GARDENS

All lawns and gardens on the property are to be maintained by the tenant. If you are unable to carry out weeding of the garden and mowing of the lawn, please inform our office and we will organise our tradespeople to carry this out for

you at your expense. Failure to complete lawn and garden maintenance is a breach of your agreement and will be acted upon accordingly.

## water USAGE

If a property has its own water meter attached to it, it is the landlords right to pass on any water usage charge to the tenant. Our office will receive a copy of the water bill from Sydney Water and enter the usage charge against your tenancy. You can expect to receive a copy of the water bill

DO NOT PAY DIRECTLY TO SYDNEY WATER

attached to an invoice from our office quarterly (provided your property has a water meter attached). When you receive these invoices you are required to pay the requested amount to our office in the same way you pay your weekly rent. You have 21 days to have the water invoice paid.



# routine property INSPECTIONS

Under our managing agency agreement with the landlord as well as our Residential Tenancy Agreement with you, we are required to complete regular inspections for the landlord.

We are allowed to complete a maximum of 4 inspections per year not including repair inspections.

The landlord of the property is invited to the inspections and it is strongly suggested that you completely clean the property prior to my arrival. If the landlord does not attend, I will report all of my findings to them, including the cleanliness.

You will be notified in writing of the date and time the proposed inspection will be carried out. The notice period given will be a minimum of seven (7) days.

## termites

Termites will quickly eat through a property and can cause extensive damage. Signs like wood becoming brittle (doorways, skirting boards, wood roof beams, etc.). Sounding hollow when tapped or knocked and/or with the presence of mud deposits are tell-tale signs of termites, other than obvious signs of seeing termites themselves. Another warning sign inside can be blistering/lifting paint to inside walls, as they are known to eat away paper backing to gyprock walls, allowing plaster to crumble

away allowing the termites to come to the wall surface, staying just under the paint lining.

Wood lying around outside and even wooden furniture outside can attract and encourage them. Dripping outdoor taps next to the house can also cause damp and favourable conditions for termites to be attracted.

If you see any signs of termites or termite damage please bring this to our attention immediately.

## termination NOTICES

The law allows an agent or landlord to terminate a tenancy agreement for a number of reasons. These include non-payment of rent, breach of term of the agreement, no grounds, end of fixed term and sale of property. For all of these reasons certain notice periods apply and they are as follows:

- Non-payment of Rent - 14 Days' Notice
- Breach of Term of the Agreement - 14 Day's Notice
- Sale of Premises - 30 Day's notice
- No Grounds - 21 Day's notice - Tenant /90 Day's notice - Landlord

- End of Fixed Term - 14 Day's notice prior to the expiry - Tenant / 30 Day's notice prior to the expiry - Landlord

If you receive a termination notice due to non-payment of rent, provided that the outstanding rent is paid prior to the notice expiring, the termination notice may be withdrawn and you will be free to continue on at the property.

If you are issued with a termination notice for a reason other than non-payment of rent, you must ensure that the property is vacated by the date stated on the termination notice unless otherwise agreed upon with the landlord.



# rental payments/arrears

# TENANCY

# DATABASE

Our office, and the current tenancy legislation, expects that your rent will always be paid on time.

One misconception made by tenants is the rent that they pay in advance is kept in holding throughout the tenancy. This is incorrect. At the beginning of your tenancy you would have been required to pay a minimum of two (2) weeks rent in advance. If you wait two weeks (or however much rent you paid in advance) to the pay next rent, you have used up your advanced rent and will no longer be in ahead with your rent.

From time to time a payment will be made that has appeared on our account statement with an unidentified description. This means that the tenant I.D number or reference I.D is incorrect and we cannot clearly identify who has made the payment. It is important to keep all receipts as proof of your rental payments as under trust account legislation we are unable to receipt unidentified rent to a tenant without documented proof that the payment has come from the particular tenant.

To be in arrears means to be behind in your rent. The law allows our office to issue a termination notices on tenants who in arrears by 14 days or more.

Our office sends regular arrears letters to tenants to serve as a reminder and warning about rental

payments. Please note that these arrears letters are computer generated and even though you may contact our office to inform us when the rent will be paid, you will still receive a letter.

If you receive an arrears letter but believe that this is incorrect, please contact our office immediately as a payment may have come through unidentified. We will then provide you with a tenant ledger which you can cross check your rental payments.

Our office is a member of a tenant database called TICA. TICA is a tenant "blacklist" it is used by agents & landlords to find out if a tenant has had a history of bad tenancies.

Our office reserves the right to place a tenant on TICA for reasons such as:

- Tenant arrears
- Breach if tenancy
- Malicious damage to property
- Tribunal Orders etc.

We are legally required to notify a tenant in writing of our intention to place you on a database. If you receive a warning letter and believe this to be incorrect, please contact our office immediately.



# ending a TENANCY

When you decide you wish to vacate the property, there are certain notice periods you must give prior to vacating, you are not permitted to just “pack up” and leave.

These notice periods are:

- 21 Day’s notice if your lease agreement has expired and you are just on a continuing agreement.
- 14 day’s notice if your lease has not yet expired but will be either on or before the 14 day’s notice to vacate has been given.

All vacating notices MUST be in writing. We do not accept verbal notice. If you are posting the notice or bringing something in, please take important note that we calculate the 21 or 14 days from the day we receive the notice, not the day you wrote it.

Some tenants may wish to leave the property quite a while before the expiry of their lease. This is considered a “Break of Lease” and is strongly discouraged. The owner now has the choice AT THE BEGINNING of the tenancy to choose between receiving the break fee or receiving the current break of lease fees.

## emergency CONTACTS

Cooper & Cooper Property Management

121 Keira Street, Wollongong, NSW, 2500

Phone: (02) 4229 8233

Fax: (02) 4229 8277

admin@cooperpropertymanagement.com.au

Electrician: ROCAR Electric - 0418 290 601

Plumber: Strata Plumbing Services -

4294 2358 or 0411 880 330

Any tenant who breaks their lease is responsible for the following charges:

### Option 1

The break fee is the equivalent to 6 weeks rent if the tenant is less than 50% through their tenancy or 4 weeks rent if the tenant is in the final 50% of their tenancy.

### Option 2

- The Re-Letting Fee which is the equivalent of one week’s rent + GST
- Advertising costs which is a minimum of \$35.00
- Lease Preparation fee which is \$33.00
- All rent up until and including the day a new tenant is found, or the expiry of your current lease, whichever occurs first.

As you can see, it can be quite expensive to break your lease and if it can be avoided it is strongly suggested.

Once you vacate a final inspection will be carried out to determine if you will receive all or part of your bond back. It is to be noted that once the inspection has been completed, we then call on the landlord to inspect the property. Once they are satisfied with the state of the property. We will order the Rental Bond Board to release the Bond.

Locksmith: Mawsons(Jets) Locksmith - 4229 2346

Glazier: Gad’s Glass & Glazing - 4257 7677

State Emergency Services - 132 500

If you contact any of the above emergency contacts after hours, please contact our office first thing the next day to inform us of the details.

# Inflatable swimming pools

## Safety guidelines for consumers

Although inflatable swimming pools can be a great source of fun, especially for small children, there are hazards associated with these products that you must be aware of:

- toddlers can drown in very shallow water
- children can become ill when pool water is left unsanitised for long periods of time
- electrocution is a very real threat when portable electrical pumps and filter systems are not used properly.

## Swimming pool registration requirements

Inflatable pools capable of being filled with water to 30cm or more need to be registered with the NSW Government's Swimming Pool Register. For more information about swimming pool safety, go to the Swimming pools page on the Fair Trading website.

## Read the labels

The labels on inflatable pools warn pool owners, parents and carers of the potential for drowning, the need for water purification and the possible requirement for a child-resistant safety barrier. For your family's safety, make sure you read the labels.

## Fencing requirements

Owners of premises with swimming pools must ensure their pools comply with fencing laws. These state that pools able to be filled to a depth of 300mm or more must be surrounded by a safety barrier separating the swimming pool from any residential building and any place adjoining the premises.

Fences surrounding pools must be designed, constructed, installed and maintained to comply with Australian standards for swimming pools. For more information about pool fencing, refer to the Pool fencing requirements page on the Fair Trading web site.

## Protect Your Pool Protect Your Kids video

The Children's Hospital, Westmead, commissioned a comprehensive video covering a range of pool safety topics. All pool owners are encouraged to take a few minutes to watch the video and implement its safety messages and techniques.

The video is located under 'Drowning Prevention' on the 'Swimming Pool Fencing' page of The Children's Hospital at Westmead website ([www.kidshealth.chw.edu.au/projects](http://www.kidshealth.chw.edu.au/projects)).

## Electrical hazards

Pools and electricity can be a lethal combination. Be very careful if you have a swimming pool that has a portable electrical pump and filter system where there is no protective housing.

When buying pools with electrical pumps and filters you should:

- make sure the pump and filter have an electrical safety approval number or Regulatory Compliance Mark
- check they are suitable for outdoor use
- fit a safety switch to the house where the pool will be used
- arrange for a licensed electrician to install a suitable weather-protected electrical power point close to where the pool equipment will be located to avoid the use of extension cords.

If it is necessary to use flexible extension cords:

- only use heavy duty cords and always roll them up and store them overnight or when not in use
- do not join a number of extension cords together - purchase a single cord of the required length

- make sure the extension cords are not damaged by people walking or driving over them or by pets chewing on them
- always remove the extension cords prior to mowing any lawn area near the pool.

## Warning labels

Owners and purchasers of inflatable swimming pools should observe any warning labels attached to the packaging and the product. The information supplied on the warning label can vary according to the height of the pool.

### Small inflatable pools under 300mm in height

Inflatable pools under 300mm in height should carry the following warning labels:

- Pool owners, parents and carers need to be aware of the potential for drowning even in shallow water. You should always supervise children when they are using these products.
- Ensure that the water is kept pure. Water left in inflatable pools for periods of time can become contaminated and cause illness.
- Empty the pool and store it safely (away from young children) when it is not in use.

### Large inflatable pools 300mm or more in height

Inflatable pools 300mm or more in height should carry the following warning labels:

- the same three warnings as for smaller pools (see above) and
- pool fencing laws affect this product. Before you buy this pool you should consult your local council.

Important - For large inflatable pools of 300mm or more in height consult your council on fencing requirements, child-resistant barriers and a warning sign display.

The Pool fencing requirements page on the Fair Trading website has more information.

## In case of emergency

Near your inflatable pool, you should have a cardio pulmonary resuscitation (CPR) sign that is in good condition and can be read from a distance of 3 metres.

You can buy a CPR sign from your local pool shop, Council or community organisations such as St John Ambulance, the Australian Red Cross or The Royal Life Saving Society.

## Fact sheet

5 May 2014

# Treating Mould in Your Home

Mould is a fungal growth. It grows in homes under the right conditions of dampness, darkness and poor ventilation.

### How to prevent mould growing

There are a number of steps to take that will prevent mould growing in your home.

- Increase circulation of fresh air in your home by opening windows and doors.
- Let the sun into your home by opening blinds and curtains during the day.
- Wipe away any moisture on your windows and walls to keep the inside of your home dry.
- Don't have too many indoor plants.
- Dry your clothes and shoes before you put them away.
- If you use a kerosene heater, open curtains and blinds during the day. Also open windows and doors at some stage so that air can flow through the room.
- If you use a clothes drier with a vent on the front, open a window so that moisture doesn't build up on the walls and ceilings.

- When you take a hot bath or shower, run the exhaust fan to prevent build up of moisture on the ceiling and walls. Also open the bathroom windows afterwards to allow the moisture to escape.
- Some types of cooking generate a large amount of steam. Run the exhaust or range-hood fan to prevent the build up of steam indoors. Also open the windows where possible.

### How to remove mould

The earlier you remove the mould from walls and windows, the easier it is to keep it under control. It is much harder to remove mould once it takes hold.

First wash off the mould using bleach mixed with three parts water or a commercial product. Make sure you use a clean sponge or cloth to wash off the mould. Remember to protect your skin, eyes and clothes from the bleach. You should also open the windows so there is plenty of fresh air while using the bleach. Always read and follow the directions on the packet on how to use the product.



Do not dry brush the mouldy area. This could release spores into the air which can spread the mould further as well as cause an allergic reaction in some people. If a room needs to be repainted, please call your local office.

### More information

For more information you can:

- visit your local office, Monday to Friday, 8.30 am–4.30 pm (closed public holidays and 8.30 am–1.00 pm on Wednesdays). Office hours may vary in some locations
- phone 1300 HOUSING (1300 468 746), 24 hours a day, 7 days a week
- go to the Housing NSW website [www.housing.nsw.gov.au](http://www.housing.nsw.gov.au)

It is illegal for an officer of Housing NSW to ask for money or favours or other benefits of any kind in exchange for helping you with your housing needs.

It is also illegal for you or anyone else to offer money or favours or other benefits of any kind to an officer of Housing NSW in exchange for helping you. If you have any information regarding this, please contact Business Assurance on 1300 HOUSING (1300 468 746). Housing NSW may refuse the provision of further housing services to anyone who has engaged or sought to engage in corrupt or illegal conduct.

### Translation service

Arabic	خدمة الترجمة العربية والمصنفة 1300 468 746
Chinese	免費傳呼及傳真服務電話: 1300 468 746 Telephone: 1300 468 746
Russian	1300 468 746
Spanish	servicio de traducción y asistencia telefónica 1300 468 746
Vietnamese	1300 468 746

## **Smoke alarms**

As a tenant you have rights under the *Residential Tenancies Act 2010* and Regulation. This factsheet explains the law about smoke alarms in NSW.

### **Landlords must install smoke alarms**

It is a term of every residential tenancy agreement that the landlord will install and maintain smoke alarms according to the standards in the *Environmental Planning and Assessment Regulation 2000*.

### **Types of buildings and types of alarms**

All smoke alarms installed from 1 May 2006 must comply with Australian Standard AS 3786. The power supply and location of smoke alarms depends on the type of building.

#### **Private dwellings**

This includes:

- detached houses, terrace houses, town houses and villas
- apartments, units and flats
- caretakers flats and flats above shops
- relocatable homes.

Alarms must be hard-wired to mains electricity supply or battery powered (landlord's choice).

They must be installed on every storey. On storeys with bedrooms, an alarm must be located on or near the ceiling in every corridor associated with a bedroom. The landlord may have to install one or more alarms.

On storeys without bedrooms, a smoke alarm must be installed in the path of travel that people would likely take to evacuate the building.

#### **Boarding houses**

Smoke alarms must be hard-wired to mains electricity supply, or powered by a non-removable 10-year long-life battery (landlord's choice).

They must be installed on every storey. On storeys with bedrooms, a smoke alarm must be installed in each bedroom, and in each corridor associated with bedroom.

On storeys without bedrooms, a smoke alarm must be installed in the path of travel that people would likely take to evacuate the building.

There are additional requirements and standards for smoke alarms in large boarding houses ('Class 3' buildings). See the NSW Department of Planning and Infrastructure website ([www.planning.nsw.gov.au](http://www.planning.nsw.gov.au)) for more information.

### **Old smoke alarms**

Smoke alarms installed before 1 May 2006 are not required to comply with Australian Standard AS 3786. However, if the alarm is not located as required by the regulation, the landlord must move it or install a new one.

If an old alarm stops working or is removed, the landlord must replace it with an alarm that complies with the standard.

### **Interfering with a smoke alarm**

It is a term of every residential tenancy agreement that neither the landlord nor the tenant shall interfere with the operation of a smoke alarm without a reasonable excuse.

If a smoke alarm gives 'false alarms' (e.g. triggered by cooking), do not remove the battery or disable it. Contact the landlord/agent and ask that the alarm be moved to a more suitable location or replaced with a different style of alarm.

### **Replacing batteries**

It is a term of every residential tenancy agreement that the tenant is responsible for replacing batteries in any smoke alarms during the tenancy.

NSW Fire and Rescue provides the Smoke Alarm and Battery Replacement service for people over 65 or people with disability who have no-one to assist them. Contact your local fire station for information.

### **Landlord's access to premises**

A landlord/agent/contractor, having given 2 days notice, can enter premises to:

- install smoke alarms
- maintain and repair smoke alarms.

### **Disputes**

You can apply to the NSW Civil and Administrative Tribunal (NCAT) for an order for the landlord to:

- install smoke alarms
- maintain and repair smoke alarms
- stop interfering with the operation of a smoke alarm.

The landlord can also apply to NCAT for an order if you interfere with the operation of a smoke alarm or refuse to change the battery.

### Urgent repairs

Repair or replacement of a smoke alarm can be an urgent repair – see Factsheet 06: *Repairs and maintenance*.

### Alarms for people with hearing impairment

The smoke alarms required by the regulation issue an audible alarm. Devices such as flashing lights and vibrating pillow pads can be connected to some smoke alarms. Ask your landlord to install a compatible alarm.

### Contacts and further information

- Smoke Alarms Help Line: 1300 858 812
- Fire and Rescue NSW: phone 02 9265 2999, [www.fire.nsw.gov.au](http://www.fire.nsw.gov.au)
- Better Hearing Australia – Sydney Branch: [www.betterhearingsydney.org.au](http://www.betterhearingsydney.org.au)

January 2014

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**For free tenancy advice, call your local Tenants Advice and Advocacy Service:**

#### SYDNEY:

• Eastern	9386 9147
• Inner	9698 5975
• Inner West	9559 2899
• Northern	8198 8650
• Southern	9787 4679
• South West	4628 1678
• Western	8833 0933

#### REGIONAL:

• Blue Mountains	4782 4155
• Central Coast	4353 5515
• Hunter	4969 7666
• Illawarra Sth Coast	4274 3475
• Mid Coast	6583 9866
• Northern Rivers	6621 1022
• Northwest NSW	1800 836 268
• Southwest NSW	1300 483 786

#### ABORIGINAL:

• Sydney	9698 0873
• West NSW	6884 0969
• South NSW	1800 672 185
• North NSW	1800 248 913

**WEBSITE:** [tenants.org.au](http://tenants.org.au)

**NSW FAIR TRADING:** 13 32 20

This factsheet is intended as a guide to the law and should not be used as a substitute for legal advice. It applies to people who live in, or are affected by, the law as it applies in New South Wales, Australia. ©Tenants' Union of NSW

Thank you!  
Welcome to your new rental  
property - we trust you will  
look after it well.

