



Welcome to ISSUE #1 of the Cooper & Cooper Tenant Newsletter – we aim to provide you with relevant information on a 3 monthly basis

What does it mean if your Landlord Decides to Sell The Property You Reside In



Should your landlord decide to sell their property, it is their responsibility to provide you with 14 days notice of sale in writing, outlining their intention to place the property on the sales market. Under the tenancy agreement, you are required to provide reasonable access to the property in order to show potential purchasers. This is considered as two appointments a week. If you refuse this access, the landlord/landlords agent may access the property using their own keys giving you 48 hours' notice.

If you are in a fixed term agreement, you do not need to move out and can continue living at the property. You will receive upon settlement, a 'Notice of Attornment'. This is to update you with the new landlords name/s. Should you be on an expired lease, then the landlord can provide you with a termination notice of 30 days upon exchange of contract.



NBN: Can I please get it installed?

The installation of the National Broadband Network (NBN) involves the NBN Co entering your property to install cabling and a box onto the wall to provide the service. This becomes a permanent fixture at the property, involving the drilling of holes into walls and the running of cables along the walls. If you wish to have the NBN connected to the property you are leasing, you are required to request permission for this in writing.

But isn't it my right?

No, unfortunately your landlord is not required to allow you the installation of NBN to the property. This is covered under the Residential Tenancy Agreement Section 48.2, where it states; "[...] the landlord is not obliged to install any antenna, plugs or sockets including but not limited to any digital aerials or antennas OR to carry out any upgrades in respect of television or internet reception on the residential premises".

What can I do?

Again, you will need to request in writing to your property manager that the landlord allow installation. Sometimes the landlord will wish to be present to dictate where the box is installed, and if not they may request that you send through a photo of the installation after it is completed.

Non English Speaking Clients



Wollongong has a large number of international students and residents that require housing in the Illawarra that are not of English speaking backgrounds. We at Cooper & Cooper make all possible attempts to assist our clients, though at times this assistance is impaired due to our inability to effectively communicate. In order to ensure that all clients' needs are met as quickly as possible, we request that you bring with you or have an interpreter contact our office when you are non-English speaking, in order to ensure we properly address your concerns. If you do not have someone who is able to interpret for you, there are helplines available you may contact in order to assist you further:

**Telephone Interpreting Service
1800 019 909**

Reminder to Return our Calls

If you ever receive a voicemail, missed call or text message requesting you contact our office please ensure you do so as quickly as possible. Whilst we try to not bother you as much as possible, sometimes we require contact with you to address urgent queries, ie. access for important repairs, problems with your rental payments amongst other reasons. Please also ensure that should you update any of your details, whether it be a change of mobile number, new email address, new business number etc that we are notified of these changes. Once again this will ensure that we are able to communicate effectively with you throughout your tenancy.



arrears. Although \$5/\$10 a week does not sound like a lot – if this is incorrectly managed it can add up to significant amounts. Not paying your rental increase also constitutes a breach of your agreement as you are technically not paying your rent fully and on time. This will show on your ledger/tenancy history permanently.

Once again, you will receive three notifications from us in the form of a letter, email and text message prior to your increase beginning so there should be no reason for you to fall behind.

Reporting Maintenance on Time

As part of your tenancy, it is **your responsibility** to report all maintenance to our office in a timely manner. We require all maintenance to our office via email or writing to your property manager. So we can address your concerns properly, upon reporting your maintenance provide as much detail as possible: location, any damage which may have been caused, even a picture will help us resolve the matter in a timely manner! Keep in mind we need to obtain owners instructions to have your concerns addressed and this can take time.

NOTE: Keep in mind that on your tenancy agreement you have emergency contacts **Strata Plumbing 42942358** or **Rocar Electrical 0418290601**. Please ensure that if you contact these contractors after hours - you either send us an email or call us first thing so we can have your emergency repair addressed immediately.

At the end of the tenancy agreement, we don't want you to take the blame because you didn't report a repair!



Rent increases – what to expect & a reminder of your obligations.

What & when?

When you rent a property, there is always the chance of a rent increase being implemented by your landlord. This will only occur outside of a fixed term lease agreement, unless otherwise written into the lease (this would be explained to you upon signing). Landlords are allowed to increase the rent as frequently as they please however the increase will always be in line with the market value of the property.

Once an increase is requested, we will post and email you out official written notice of this increase. You will receive a MINIMUM of 60 days' notice. The increase will take effect at the beginning of a regular pay week cycle after this notice expires.

The month of your increase, you will receive a text message within the beginning few days reminding you that your rent is due to adjust. This will serve as the final reminder to ensure you are prepared for the change to rental amount.

What to do?

It is **your responsibility** to ensure that your rental payments increase as of the correct date. If you currently have a direct deposit set up weekly/fortnightly with the bank, you will need to ensure you go into your bank and have this changed. Alternatively you can access this from your online banking.

It, once again, is **your responsibility** to change this in time. If you do not, you will begin to fall into

Smoke Alarms Australia

You may have received a call from a company wanting to attend your property to "service" your smoke alarms. Please do not worry, your landlord has requested this occur on an annual basis as part of their legislative requirements.

The smoke alarms must be checked annually, or as required, in order to ensure they are still in working order.

Should you miss their call please ensure you return it swiftly. If your smoke alarm is not in full working order, yours and your families' safety could be compromised.

**SMOKE ALARMS
AUSTRALIA
1300 125 276**



Tenants need insurance too - TenantCover

If you're renting a property, it's easy to protect all your precious possessions and cover yourself against legal liability with TenantCover. Inexpensive and simple, TenantCover makes sense for all rental property tenants.

As long as there are reasonable security measures in place, such as working locks, **TenantCover** provides protection for your contents against theft, or damage by fire, explosion and storm to a total of \$25,000. In addition, your legal liability for incidents in which someone injures themselves on the property or suffers another loss (where you are found liable) is covered up to \$10,000,000.

All this for as little as \$150 per annum for \$25,000 cover - although premiums will vary so please ask us for a quote.

Call 1800 661 662 EBM Insurance



Vacating your property - what are your responsibilities?

When can I?

As a tenant, you are able to vacate your property at any time given you have provided **appropriate notice**. If you are in a fixed term agreement, this will come with a penalty (as per your lease agreement). The process also changes if you are ending an entire tenancy or if you are one party moving from a property where others will remain...

Single party leaving:

If you are leaving a property but other members, whose names also appear on the lease agreement are staying, **you are required to provide us with 21 days' notice**. We will not conduct an outgoing

inspection for you however, so the responsibility lies with yourself and other lease holders as to how you handle the leaving process in terms of cleaning and bond payment.

If you have been paid back your portion of the bond, be it from the remaining tenants or a new tenant moving in (who needs to have been approved by our office prior), you will need to collect a "Change of Shared Tenancy" form and have this signed off on to remove your name from the bond.

NOTE: Providing notice does let us know that you will no longer be living at the property, however it does not physically remove you name from the lease agreement. This will occur when a new lease is signed, minus your name.

All parties leaving:

If all parties are leaving, we also **require the 21 days' notice**. With this notice, you are also required to provide a forwarding address and bank account details for which we can return your bond. Once received, we will send out notification to you of your Vacating Inspection date and time. This will be conducted by the property manager and you are able to hand over your keys on this date. You are not obligated to be present for this inspection however it is recommended. Once this inspection is completed, you will be notified of what needs to be claimed (if anything) from your bond. If we are required to get quotes, etc. for repairs you will then be contacted with the final claim cost.

As you are aware at the beginning of your tenancy, we do not hold your bond within our office. This is held by NSW Department of Fair Trading. We send off our claim form (be it with an amount or nil claim) to DoFT, and they will then either release the bond to your nominated bank account, or contact you via post to confirm the claim amount with you. This process can take up to 4 weeks, depending on how busy the Department of Fair Trading is. Unfortunately, once we have released from our end there is no way we can speed this process up for you. You can try calling the Rental Bond Board to chase it up personally, however we are unable to help at this stage.



**PLEASE MAKE SURE THAT YOU CHECK
YOUR MAILBOX REGULARLY TO AVOID
MISSING IMPORTANT
CORRESPONDENCE**

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