

# Mark Hay Asset Management

## SPECIAL CONDITIONS

<b>Special Conditions</b>	<b>INITIAL/S</b>			
<b>Agreement to Take Residential Premises</b>				

(Property Address)	
Between (the tenant/s)	
And (the owner/s)	
The Landlord by his Managing Agent <b>Mark Hay Asset Management</b>	<b>Date;</b>

### 1. FURTHER OCCUPANTS

If any further occupants wish to reside at the property they must complete an application form and be approved by the owner **PRIOR TO MOVING IN.**

### 2. DEBT COLLECTION & LEGAL ACCOUNTS

The Tenant agrees that if any debts are incurred to the Landlord or the Agent via the Tenants direct action of damage to the property and/or non payment of rent and a Debt Collection Society has to be engaged, the Tenant agrees to pay all costs of collection of outstanding fees and court sessions.

### 3. DISHONOUR FEES:

The tenant hereby acknowledges and agrees that the tenant shall pay the landlord or his agent on demand all dishonored fees, costs, accounting expenses and charges of any nature whatsoever incurred by the landlord or his agent as a result of or arising from the dishonor, representation or howsoever otherwise incurred on cheques paid by the tenant whenever any such cheque is not honored on presentation thereof. The tenant acknowledges that a fee of \$10.00 is charged for any rental cheques or direct deposits that are not met for payment by the bank.

### 4. OUTSTANDING ACCOUNT'S

All miscellaneous charges (e.g.: gas, electricity, water consumption, insurance excesses etc) other than rent, **must be paid within 14 days of receipt of invoice.**

### 5. FLOOR BOARDS

If the property has floorboards the tenant shall take due care and use floor board protectors. We recommend using cut off bits of leather which stay on the longest and provide good care for the boards. Additionally with heavy use areas a rug would be a good protector. IT IS ESSENTIAL that care is taken.

### 6. PLUMBING

The toilet shall not be used for any purpose other than for which they were constructed and no sweepings, ashes or other unsuitable substances are to be deposited in them. The tenant will be responsible for any damage caused by negligent misuse of the plumbing fixtures.

### 7. USE OF DRIP TRAYS (IN GARAGE/CARPORT)

The Tenant agrees to keep a drip tray/s on the garage/carport floor to prevent oil staining, and if any stains occur will, at their own expense have it professionally removed. If it is not carried out to the Agent's satisfaction, the tenants authorize the Agent to have oil stains removed by a professional at the tenants' expense. This may be done prior to vacating the property to avoid permanent grease and oil stains.

### 8. CHANGE OF OCCUPATION

The tenant agrees to notify the agent when there is a change of job, supplying the Agent with new contact numbers, name of company and address.

### 9. INSPECTIONS:

Inspections will be conducted every three (3) months with the first inspection being six (6) weeks from the commencement of this tenancy. Change of inspection time and date, once notified by mail, will NOT BE considered to be changed unless a minimum of 5 days notice is given. The tenant also allows the property manager at their own discretion to take digital photos and/or a video of the premises whilst at the inspection.

### 10. NOTICE OF INTENDED VACATION

The tenant agrees to give the Agent, a minimum of twenty one (21) days notice in writing of their intention to vacate the premises when on a periodic lease.

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### **11. UPON VACATING:**

1. The tenant shall at the time of delivering up possession of the premises notify the owner of:
  - A. The address at which she/he intends to next reside.
  - B. His/her postal address all as per Section 53 (3) Residential Tenancy Act (Penalty \$1000) and
2. The tenant agrees to allow the Agent with potential tenants through the property once the tenant has advised the Agent of his/her vacating date; at mutually agreeable times.
3. The tenant shall be deemed to be in possession of the property until the agent receives all the keys to the property and is liable for rent up until they are returned. Keys are to be returned to the Agents office by 5.00pm on the last day of the lease.

AND

It is an offence under Section 52 of the Residential Tenancies Act to not pay rent with the intention that it be taken from the bond monies (Penalty \$1000)

### **12. HAVING THE PROPERTY READY FOR FUTURE TENANCY**

The Tenant acknowledges that if he/she has to attend to any maintenance or cleaning to the property they will have 24 hours upon vacating the property. If the tenant cannot attend to these problems, the tenant agrees for the Agent to have the matters attended to and the costs deducted from their bond.