

Airey **Real Estate**

# Tenant Handbook



# Welcome to renting

with Airey Real Estate

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The team at Airey Real Estate warmly welcomes you to your new home. We look forward to providing you with exceptional service throughout your tenancy.

This tenant handbook has been prepared to answer some commonly asked questions and to assist you during your time in the property. Should you misplace this handbook, it is also available online and can be accessed via our website.

Our goal is to deliver outstanding customer service and to be readily available should you have any questions or concerns. We also utilise the latest technology to provide you with 24-hour online access to our Tenant Portal, where you can view your paid to date, invoices and other important information relating to your tenancy.

Our tenants are a valued part of our business, so please don't hesitate to contact us if there is anything we can assist you with.

## Office Details

Address: 1/355 Stirling Highway, Claremont WA 6010  
Postal Address: PO Box 400, Claremont WA 6910  
Phone: 9273 4400  
Email: [reception@airey.com.au](mailto:reception@airey.com.au)  
Website: [www.airey.com.au](http://www.airey.com.au)

## Office Hours

Monday to Thursday: 8:30am – 4:30pm  
Friday: 8:30am – 4:00pm

## Emergency After Hours

9273 4400 - Follow the prompts.

If you need to see your Property Manager, an appointment is necessary.



# During Your Tenancy

### **Water Consumption**

The water consumption is billed directly to the owner via our office and then an invoice will be emailed to you. You must pay Airey Real Estate direct and not the water corporation. Please make payments using your BPay reference. Water consumption is received from the Water Corporation every 2 months.

Payment of the water consumption account is due within 14 days and it is important to remember that our rent arrears policy also applies to invoices.

See the Watering Days section later in this handbook for your scheduled days.

### **Routine Inspections**

Our team will conduct a routine inspection at the property approximately every 3 months unless otherwise advised at the commencement of your tenancy. The main purpose is to provide a report to the owner that details the condition of the property and also to check for any repairs and make any maintenance recommendations to the owner.

Please note: your first inspection will be conducted within the first 6 weeks of your tenancy.

Please note that the inspection will involve taking photos and videos of the property and any repairs if required.

A notice will be emailed to you 7-14 days prior advising of your inspection time and day. An SMS reminder will be sent the day prior.

We understand that you may have other commitments, so whilst you are always welcome, you are not required to be present for the inspection.

Please note if you have any maintenance to report, please notify your Property Manager in writing. Please do not wait until a routine inspection is conducted.

### **Lease Renewals and Rent Reviews**

We will contact you approximately 90 days prior to the expiry of your Lease Agreement to discuss whether you wish to continue your tenancy.

Once your intentions have been confirmed, we will liaise with the Landlord and seek further instructions.

Please note that a rent review may be conducted at the time of renewal and any adjustment will be in line with current market conditions.

Should you decide to vacate the property at the end of your Lease Agreement, written notice must be provided no less than 30 days prior to the lease expiry date.

### **Rent Arrears**

Paying rent is your responsibility as per the tenancy agreement.

You will receive receipts electronically after each payment, showing the paid to dates.

If your rent is one day overdue you will receive a reminder email or sms or both. We will then continue to contact you until paid. If payment is not received and you are 3 or more days overdue you will receive a Breach notice giving you 14 days to pay, failure to pay in those 14 days will result in a Form 1B termination notice being sent.

If you are in rent arrears repeatedly you may receive a Form 1B termination notice giving you 7 days to pay the rent or vacate.

Non payment of invoices issued will also result in the same procedure.

### **Minor & Major Modifications**

During the tenancy, should you wish to make any alterations to the property, your request must be put forward via the Minor or Major Modifications Form. These cover everything from installing picture hooks to painting walls and everything in between. Please contact your Property Manager to request the appropriate form.

### **Maintenance**

All maintenance MUST be reported in writing. This can be done via email or via the Tenant Portal. Please try to include as much information as possible, such as makes/models/gas/electric. Photos are incredibly helpful along with error codes which may appear.

We will seek permission from the landlord and send a work order appointing a contractor to the job. They will contact you to book in a time and day. Please note failure to honour any appointments made with said contractors may result in a call out fee being charged to you.

## Rental Payment Methods

Your rent can be made by any of the following methods:

### DEFT

Your unique DEFT Reference Number will be provided to you at the start of your tenancy.

*\*If paying by DEFT, please note that it can take up to 4 business days before payment is received by us; therefore you must ensure that you arrange payment at least 4 business days prior to your rent being due.*

### Benefits of paying by DEFT:

- **Freedom of choice**  
Choose the payment option that suits you best – by phone or internet with all major credit cards or by Customer Initiated Direct Debit.
- **Convenience**  
Schedule Customer Initiated Direct Debits or credit card payments.
- **Online access**  
Register online and begin making payments from anywhere in the world, 24 hours a day, 7 days a week. Transaction history (up to 6 months) can also be viewed online.

### Peace of mind and security

The DEFT payment site is protected by 128-bit encryption running on a Secure Socket Layer (SSL).

### How to register & pay

1. Register online at [www.deft.com.au](http://www.deft.com.au). You will need your DEFT Reference Number.
2. If you don't have internet access, phone 1800 672 162 for a registration form.
3. Phone payments: dial 1300 30 10 90, press 1 to make a payment, press 2 to pay rent, enter your DEFT Reference number followed by # and follow the prompts for Direct Debit or Credit Card.
4. Internet payments: visit [www.deft.com.au](http://www.deft.com.au), enter your DEFT reference number and follow the prompts for Direct Debit (DDR) or Credit Card.

### Please note:

- Monies paid via Credit Card will attract a surcharge. Please check with DEFT Payment Systems for more information.
- Rent is due on or before the due date. If not received by the due date, you may be issued with a Breach of Lease Notice which we are required to do under the Residential Tenancies Act 1987.
- No responsibility is accepted by the agent for payments not received if sent by electronic means or post. Please keep records of your electronic payments.
- Bank charges incurred for incorrect or dishonoured payments are passed on and payable by the tenant.

**For security reasons we DO NOT accept cash payments for rent. Please choose one of our other options.**

### EFTPOS

You can come into our office between 8:30am and 4:30pm weekdays (Friday until 4:00pm) and pay by EFTPOS. Please note rental payments paid by credit card will incur a transaction fee.

## Before You **Call**

Before calling for emergency service, check the following:

### **No Power / Electricity**

- Check power board / meter box and confirm all switches are pointed to the "ON" position.
- Check that your electricity bill is paid up to date.
- Contact Western Power on 13 13 51 and check if they are aware of any power outages in the area.
- Check with a neighbour and confirm if they are experiencing the same issue.

If your lights are working but your power points are NOT, firstly switch off all power points throughout the entire property including garage and sheds and unplug all electrical appliances. Once this is done, go to your power board / meter box and make sure all the switches are "ON". Then plug in your appliances one by one starting with kettle, iron, hotplate, toaster. If the power flicks off again then the last appliance plugged in is your offender. DO NOT continue to use this appliance as it is faulty. Note: you will be liable for the cost of the electrician if YOUR appliance is found to be at fault.

### **No Hot Water**

- Check power board / meter box and confirm all switches are pointed to the "ON" position.
- Make sure your electricity or gas bill is paid up to date and disconnection hasn't taken place.
- Contact your gas supplier and check for gas outages in the area. Also available on internet.
- If you have a gas hot water system, please ensure the pilot light is lit at all times. It is a good idea to familiarise yourself with how your system operates early on in the tenancy.

### **Sewerage / No Water Supply**

- No water supply: check with the Water Corp website to see if the water supply to your area has been temporarily cut off and to be advised when it will be restored – [www.watercorporation.com.au/Outages](http://www.watercorporation.com.au/Outages) and works.
- For overflowing sewerage, firstly contact Water Corp 13 13 75 to ensure this is not covered by them before contacting 9273 4400.

### **Running Tap / Burst Pipe**

- If you have a major water leak or burst pipe, turn off the main water supply usually located somewhere just inside the front boundary of your property. (Units and apartments look for your water isolation tap in the laundry, bathroom or under kitchen sink), then call 9273 4400 for emergency assistance.
- If you have a steadily leaking tap – more than just a drip or very slow leak – please turn the main water supply off. Then call 9273 4400 for further assistance or advice.

### **Gas Leak**

If you smell gas, turn off the main gas supply in the meter box immediately. Turn off electrical appliances and anything that causes a spark. Then call YOUR GAS SUPPLIER (e.g. Kleenheat, Alinta) and leave the property.

### **Electrical Fault**

If an electrical fault happens during your tenancy and there are live wires or a fire has started by a fault, please call 000 and ask for FIRE BRIGADE IMMEDIATELY.

### **Storm Damage**

If at any time you experience damage during a storm, please send a maintenance request found on our website [airey.com.au](http://airey.com.au) or call 9273 4400 to report to us and for actioning repairs. Advise us via our emergency line if after hours: 9273 4400.

If the damage is severe and/or life threatening, please contact the State Emergency Service (SES) on 13 25 00.

# Emergency Checklist

**URGENT REPAIRS fall into two categories:**

**1. ESSENTIAL SERVICES** are listed in the Residential Tenancies Regulations 1989 and include repairs to:

- a burst water service
- gas leaks
- broken hot water system
- sewerage leaks
- dangerous electrical faults

**2. OTHER URGENT REPAIRS** are those that are not an essential service, but might cause damage to the premises, injure a person or cause undue hardship or inconvenience to the tenant/s, e.g. a broken refrigerator or washing machine that was included in the tenancy.

If you do need to report urgent repairs, please contact 9273 4400 and leave a message with your return contact number, your property manager, the property address and a brief explanation of the matter. You must also EMAIL a maintenance request form available on [airey.com.au](http://airey.com.au).

Note: from the Residential Tenancies Act – the agent/lessor has 24 hours to take action to contact a suitable repairer and arrange for them to fix the problem if the repair is needed to a defined essential service, and 48 hours for any other urgent repair. The repair does not need to be fixed within this time but the agent/lessor must make an appointment with the repairer to fix the problem. If you are not able to contact us within 24 hours for an essential repair and 48 hours for an urgent repair, you can arrange for the repairs to be carried out by a suitably qualified repairer to the minimum extent necessary.

# Emergency

## Qualified repairers you can use in an emergency

Contractor	Phone
The Plumbing and Gas Guys	1800 087 244
B.Co Electrical	0458 764 380
PPE Electrical	0414 799 047
Prompt Glass	9330 5555
AI Locksmiths	1800 215 625
Lock, Stock & Farrell	6350 8500

**Air Conditioning Faults** are not classed as an urgent repair. If your air conditioner does start to leak, please **DO NOT** continue to use it as you will be liable for any subsequent damage. Check that the filter is clean.

### Damage to Property / Building

If damage to the property you are renting is caused maliciously by another person, please contact your local Police 131 444 straight away and make a police report. Be sure to get a reference number. Please make a note of the report number and then contact your property manager during business hours.

### Locked Yourself Out?

In the event you have locked yourself out you must call a locksmith at your own cost. Airey Real Estate is only able to supply you with keys during "Normal Business Hours": Monday to Thursday 8:30am to 5:00pm & Friday 8:30am to 4:00pm (not on public holidays).

Recommended locksmiths:

- AI Locksmiths – 1800 215 625
- Lock, Stock & Farrell – 6350 8500



## Your Watering Days

Please observe your scheduled watering days based on the last digit of your house number.

Last digit of house number	Your two watering days are
1, 8	Wednesday & Saturday
2, 9	Thursday & Sunday
3, 0	Monday & Friday
4	Tuesday & Saturday
5	Wednesday & Sunday
6	Monday & Thursday
7	Tuesday & Friday

Learn more at [watercorporation.com.au/wateringdays](http://watercorporation.com.au/wateringdays)

## Pets at the Property

If the Landlord has approved for you to have a pet at the property, the following conditions apply for the duration of your tenancy:

- **Yard Kept Clean**  
Keep the yard clean and free from animal faeces.
- **Flea Infestation**  
In the event of any fleas or flea eggs being present as a result of the animal, you will need to arrange for flea fumigation of the property. Upon vacating this is a requirement along with a receipt provided. This is at the tenant's cost.
- **Damage Rectification**  
Repair any damage to the premises caused by the animal and protect and immediately rectify any damage caused to garden and irrigation systems and fittings.
- **Additional Pets**  
Other than any pet listed on your lease agreement, pets cannot be kept on the rental premises (even on a short-term or temporary basis), including dogs, cats, birds, fish, reptiles, or any other animals.

- **Temporary Pets**

The tenant will not harbour, substitute or "pet-sit" any other pet without permission.

- **Disturbance and Noise**

The pet shall not cause any sort of nuisance or disturbance to neighbours. Noise, day or night, must not disturb others. You must do whatever is necessary to keep the pet from making noise that would annoy others and will take steps to immediately rectify complaints made by neighbours or other tenants.

Failure to comply with these terms may result in a Notice of Breach being issued.

The Residential Tenancies Act requires a Pet Request to be submitted to an owner. Please request this from your Property Manager. Once submitted, your owner will be required to respond within 14 days.

## Ending Your Tenancy



### Vacating the property

When you intend to vacate the property, in all instances we require your notice in writing (an email is sufficient).

- **Fixed term lease:** If you are leaving at the end of your current fixed term lease, we require at least 30 days notice.
- Should you wish to vacate your property prior to the expiry of your fixed term Lease Agreement, please contact our office for further information.
- **Periodic lease:** If you are leaving on a non-fixed term (periodic) lease, we require at least 21 days notice.

### BREAK LEASE

If you are in a fixed term lease agreement and you decide to vacate early this is classed as a Break Lease.

#### You are liable for the following:

- The rent up to and including the day before a new tenancy starts.
- Maintaining the upkeep of the house and gardens in full until a new tenant is secured.

#### Break lease fees

- Once a new tenant is approved, the Property Manager will arrange to do your final inspection. Allowing time for you to re attend if required and then a date for the new tenants to move in.

#### Cost associated with breaking lease:

- Rent up to and including the day before a new tenant moves in, this is worked on a per day basis.

- These charged are based on what the owner has been charge. The reason for charging these fees is to mitigate the owners loss and so the owner is not out of pocket due to you wanting to leave before the end date of your signed lease agreement.
- Advertising Fee – Paid prior to advertising (Invoiced by the property manager)
- Final Inspection fee
- Re-letting Fee
- NTD
- These fees can be provided by your property manager on request based on the date you are looking to vacate.

### Getting your bond back quickly

We understand that when you vacate the property you would like your security bond refunded as quickly as possible. For this to happen without any unnecessary delays, we recommend the following:

- **Rent** – ensure any outstanding rent is paid (including any outstanding invoices).
- **Cleaning** – ensure the property is professionally cleaned, including the carpets as per the terms of your Lease Agreement.
- **Fumigation** – if you have pets, please ensure the property is treated for fleas.
- **Gardens** – ensure lawns are mowed and gardens are weed free.
- **Keys** – ensure that all keys, remote controls etc. have been returned.

Once notice is given, a full vacate checklist will be provided.

# Form 1AC

## Information for Tenants

Residential Tenancies Act 1987 (WA), Section 27B. Approved by the Commissioner for Consumer Protection pursuant to the Residential Tenancies Act 1987 section 88C (July 2024).

### What you must know about your tenancy

At the start of your tenancy you must be given the following by the lessor or the property manager of the premises:

- a copy of this information statement
- a copy of your residential tenancy agreement
- two copies of the property condition report (must be received within 7 days after you have entered into occupation of the premises)
- a receipt for any bond that you have paid
- keys to your new home.

### Upfront costs

You are not required to pay:

- more than 2 weeks rent in advance
- more than 4 weeks rent as a security bond (if the rent is less than \$1,200 per week)
- more than \$260 for a pet bond (if you are allowed to keep a pet on the premises)
- any other amount.

### Essentials for tenants

- If you have paid a security bond, you should receive a Record of Payment of Security Bond when the bond is lodged with the Bond Administrator. If you do not receive the record within 4 weeks, contact the Consumer Protection Contact Centre on 1300 30 40 54.
- If you do not agree with the property condition report, mark your concerns on the report and return it to the lessor. The property condition report is important evidence.
- Never stop paying your rent, even if the lessor is not complying with their side of the agreement – you could end up being evicted.

- You or the lessor will need to give notice in writing before ending the tenancy agreement.
- On the day your tenancy agreement ends, you must give vacant possession of the premises to the lessor.
- If the property has a pool or garden, be clear about what the lessor expects you to do to maintain them.
- Under the Building Regulations 2012, owners and occupiers are responsible for ensuring a suitable enclosure is provided around a swimming pool or spa pool on the property.
- Loose cords or chains on blinds or curtains, which are not fixed out of reach, pose a strangulation risk for children.
- Be careful with what you sign relating to your tenancy. Never sign a blank form.
- Keep a copy of your property condition report, rent receipts, bond receipt, and copies of letters/emails in a designated tenancy file.
- You must provide a forwarding address to the lessor or property manager when you leave the premises. It is an offence not to do so.

### Complaints and disputes

For most disputes about keeping a pet or making a minor modification, the Commissioner may make a decision to resolve the dispute. Information about the Commissioner's dispute process is available on the Consumer Protection website at [www.demirs.wa.gov.au/renting](http://www.demirs.wa.gov.au/renting).

If a dispute between a lessor and a tenant is to be decided by the court, the Magistrates Court has exclusive jurisdiction to hear and determine applications relating to bond and other tenancy matters that do not involve a claim over \$10,000. For more information visit [www.magistratescourt.wa.gov.au](http://www.magistratescourt.wa.gov.au) or [www.demirs.wa.gov.au/ConsumerProtection](http://www.demirs.wa.gov.au/ConsumerProtection).

# Strata Titles Act 1985

## By-Laws

By-law	Description
<b>Vehicles</b>	A proprietor, occupier, or other resident of a lot shall not park or stand any motor or other vehicle upon common property except with the written approval of the strata company.
<b>Obstruction of common property</b>	A proprietor, occupier, or other resident of a lot shall not obstruct lawful use of common property by any person.
<b>Damage to lawns etc.</b>	Except with the approval of the strata company, a proprietor, occupier, or other resident shall not damage any lawn, garden, tree, shrub, plant or flower upon common property, or use any portion of the common property for his own purposes as a garden.
<b>Behaviour</b>	A proprietor, occupier, or other resident shall be adequately clothed when upon common property and shall not use language or behave in a manner likely to cause offence or embarrassment.
<b>Children</b>	A proprietor shall not permit any child of whom he has control to play upon common property within the building or, unless accompanied by an adult exercising effective control, to be or remain upon common property comprising a laundry, car parking area or other area of possible danger or hazard to children.
<b>Depositing rubbish</b>	A proprietor shall not deposit or throw upon that lot or any other lot or the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of others lawfully using the common property.
<b>Drying of laundry</b>	A proprietor shall not, except with consent in writing of the strata company, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building.
<b>Signage</b>	A proprietor shall not display any sign, advertisement, placard, banner, pamphlet or like matter on any part of his lot in such a way as to be visible from outside the building.
<b>Inflammable liquids</b>	A proprietor shall not, except with the approval in writing of the strata company, use or store upon the lot or upon the common property any inflammable chemical, liquid or gas or other inflammable material (other than for domestic purposes or in a fuel tank of a motor vehicle).
<b>Moving furniture</b>	A proprietor shall not transport any furniture or large object through or upon common property within the building unless he has first given the council sufficient notice.
<b>Floor coverings</b>	A proprietor of a lot shall ensure that all floor space within the lot (other than that comprising kitchen, laundry, lavatory or bathroom) is covered or otherwise treated to an extent sufficient to prevent the transmission of noise likely to disturb the peaceful enjoyment of others.
<b>Garbage disposal</b>	A proprietor or occupier of a lot shall maintain in clean and dry condition, and adequately covered, a receptacle for garbage; comply with all local government authority by-laws relating to disposal of garbage; and ensure that the health, hygiene and comfort of others is not adversely affected.
<b>Use of lot</b>	A proprietor, occupier or other resident shall not use the lot for any purpose that may be illegal or injurious to the reputation of the building; make undue noise; or keep any animals on the lot after notice in that behalf given by the council.
<b>Alteration to lot</b>	A proprietor of a lot shall not alter the structure of the lot except as may be permitted under the act and by-laws, and shall give written notice to the strata company not later than 14 days before commencement of the alteration.
<b>Appearance of lot</b>	A proprietor, occupier or other resident shall not, without the written consent of the strata company, maintain within the lot anything visible from outside the lot that is not in keeping with the rest of the building.



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[airey.com.au](http://airey.com.au)