



# GODWIN WITTEN REALTY

17 APLIN STREET CAIRNS 4870 QLD

PHONE: 07 4041 1766 FAX: 07 4041 1770

EMAIL: [office@godwinwitten.com.au](mailto:office@godwinwitten.com.au)

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



## Addendum C - Special Conditions of Tenancy

### Acceptance

The Tenant/s, upon signing of the Lease Agreement, agrees to accept the property in its current condition as per visual inspection conducted prior to lodgement of application for the property. The Tenant/s also acknowledges and agrees that the Agent supplied an example Lease document with all relevant Terms and Conditions, which was read and understood, prior to submitting their application for consideration.

---

### Agent's Entry

The Agent may enter the Premises to:

- 1) Carry out quarterly inspections of the Premises by a representative of the Agent
- 2) Check that any breaches of the tenancy have been rectified
- 3) Through itself or its authorised trades people, enter the Premises to carry out maintenance & repairs

And if the Tenant/s is not present, the Agent is authorised to enter the Premises using its own keys.

---

### Air-conditioning Filters & Exhaust Fans

The Tenant/s agrees to clean the air conditioner filters, ceiling fans & exhaust fans every two months and upon vacating the Premises.

---

### Arrears - Zero Arrears Tolerance

The Tenant/s hereby agrees to abide by our Zero Rent Arrears Policy at all times. The Tenant/s agrees that at the initial sign up, the Zero Rent Arrears policy was thoroughly explained and was understood at the time of signing the document.

---

### Break In

The Tenant/s will, in the case of a break in, immediately contact the police and then promptly advise the Lessor/Agent.

---

### Break Lease

It is hereby noted and agreed that the Tenant/s, should they wish to break their tenancy agreement, must pay a Break Lease Fee of one week's rent plus GST. They also agree that they will be responsible for paying rent until a new Tenant/s is secured for the property.

---

### Care of Premises

In accordance with Clause 'Care of Premises', Blue Tack and other similar products are not to be used on any interior or exterior surface of the Premises without prior written approval from the Lessor. Hot water systems should be "topped up" each six months in accordance with manufacturer's instructions and/or any specific instructions given by the Lessor.

---

### Carpets

For a tenancy of 12 months or more, carpets are to be cleaned once in every twelve month period. All marks and stains should be removed promptly. The Tenant/s hereby agrees to have the carpets professionally cleaned when they vacate the premises and provide a receipt to the office as proof.

---

# Addendum C - Special Conditions of Tenancy

## **Change of Details**

The Tenant/s will keep the Agent updated with any change of personal details previously provided to the Agent including next of kin, mobile numbers and email addresses.

---

## **Cleaning Appliances**

All appliances, electrical or otherwise, must be maintained in a fit and proper condition and used only in accordance with manufacturer's instructions or specifications.

---

## **Cleaning Curtains, Blinds & Fabric Upholstered Furniture**

The Tenant/s will upon vacate employ a professional cleaner to clean the curtains, blinds or any fabric upholstered furniture present at the property and provide a receipt to the office as proof.

---

## **Cleaning Surfaces**

All kitchen and bathroom surfaces must be cleaned and treated generally in accordance with manufacturer's instructions and/or any specific instructions given by the Lessor.

---

## **Connection of Services**

The Tenant/s acknowledges and agrees it is the Tenant's responsibility to arrange for connection of electricity, gas and telephone upon commencement of occupancy and termination of services when vacating the Premises.

---

## **Driveway or Car Space Area**

Where the Premises includes a car space and/or driveway for the Tenant's exclusive use, the Tenant/s acknowledges and confirms it is the Tenant's responsibility to keep such areas free of oil stains and otherwise keep such areas clean and tidy.

---

## **Furnished Premises - Cleaning of Furniture**

Where the Premises are let fully furnished the Tenant/s acknowledges and confirms they will leave all furniture in a clean condition on exiting the Premises. The Tenant/s will, during the term of the tenancy, have all marks and stains removed promptly.

Upon vacating the premises, the Tenant/s must have all soft furnishings professionally cleaned, which includes mattresses, sofas, pillows, padded dining chairs and provide receipt to agent.

---

## **Furnished Premises - Removing Furniture**

Where the Premises are let fully furnished the Tenant/s acknowledges and confirms that no Furniture or furnishings of the Lessor may be removed from the Premises, during the tenancy, without prior arrangement and written permission from the Lessor.

---

## **Furnished Premises - Replacement of Inventory Items**

Where the Premises are let fully furnished the Tenant/s acknowledges and agrees to replace any broken or missing inventory items as close to the original as possible.

---

# Addendum C - Special Conditions of Tenancy

## Gas Bottle

Where bottled gas is used the Tenant/s will maintain the supply and at the conclusion of the tenancy leave not less than one full cylinder upon vacating the Premises and will, at that time, provide written evidence of compliance to the Agent.

---

## Grass & Garden Areas

If the Tenant/s has leased either a house or unit with a courtyard area the Tenant/s is to maintain all garden areas including watering trees and other plants, mowing the lawn unless otherwise stated, removing from the Premises all garden (and pet) waste.

---

## Keys - Loss & Replacement

The Tenant/s will be responsible for all costs associated with the loss or replacement of keys, locks or security devices and services of a locksmith if required.

---

## Objects Causing Damage

The Tenant/s will not cause to be constructed or placed upon any part of the Premises, without first obtaining the written consent of the Lessor, any shed, container, above ground pool or other object likely to cause damage to the Premises or grounds forming part of the Premises.

---

## Operation Manuals

All operation manuals relating to the Premises and contents are owned by the Lessor and must remain in the Premises at the end of the tenancy.

---

## Plant/s on Flooring

Plants or their containers are not to be placed directly onto flooring timber or otherwise.

---

## Plant/s Removal

The Tenant/s shall not cause plants to be added to or removed from the grounds without first obtaining written consent from the Lessor.

---

## Pay TV

1. The parties acknowledge that if there is currently no pay TV service installed or connected to the Premises, the Tenant/s will not, without first having obtained the Lessor's approval in writing, have installed or connected to the Premises any pay TV service. Such approval shall be solely at the discretion of the Lessor.
  2. At the end of the tenancy the Tenant/s will not remove the connection without the Lessor's approval.
- 

## Pet – During Inspections

The Tenant/s agrees they will ensure during all inspections that pets permitted to be on the Premises do not create a nuisance and are either restrained or removed at inspections. Security, with respect to pets shall be the responsibility of the Tenant/s.

---

## Pets – Indoors

In accordance with Clause 24 of the Standard Terms, where the Tenant/s are permitted to keep pets on the Premises, the Tenant/s agrees and confirms such pets will not be allowed indoor unless otherwise stated by the Lessor.

---

Tenant/s Signature

Date Signed

# Addendum C - Special Conditions of Tenancy

## Repairs & Maintenance - Incomplete / Unsatisfactory

Where required maintenance has been carried out, the Tenant/s will notify the Agent within a reasonable timeframe if, in the Tenant's opinion, the works are unsatisfactory or incomplete. The Tenant/s is to contact the Agent if the required work/contractor has not attended within seven days of request.

---

## Repairs & Maintenance - Written Notice

The Tenant/s agrees and confirms all notices made in compliance with Clause 32 & 33 of the Standard Terms must be in writing (emergencies accepted).

Any repair or replacement of broken/damaged items caused by the Tenant/s must be repaired/replaced to the same standard as was in the property. i.e. timber venetian blinds, dark colour must be replaced by the same. Not a lighter or inferior product that is currently provided in the property (reasonable exceptions may apply).

---

## Smoking

NO SMOKING by any Tenant/s or guest is permitted in the indoor areas of the Premises.

---

## Swimming Pools

The Tenant/s must regularly maintain the pool and the pool equipment provided by the Lessor. No pool equipment shall be left in a common area which would deteriorate rapidly due to sun exposure. Excessive/rapid deterioration due to neglect of care will result in the cost of replacement to be borne by the Tenant/s. Pool covers where provided should be placed on the pool when not in use to help prevent evaporation.

The pool should be cleaned and treated generally in accordance with manufacturer's instructions and/or any specific instructions given by the Lessor. The Tenant/s agrees to provide to the Lessor a written pool report as evidence of chemical stability and cleanliness upon vacating the premises.

---

## Telephone Connection & Supply

The Tenant/s if requiring a new phone line connection to a new property will be required to establish an account with a provider. The provider will charge a new line install & connection fee which is to be paid by the Tenant/s. Once the account has been paid, the Tenant/s is to supply the office with a copy of the bill for reimbursement by the owner for the new line installation only.

---

## Vacating Premises

- |                 |  |
|-----------------|--|
| <b>Notice</b>   | The Tenant/s must give the Lessor two weeks written notice, prior to the tenancy expiry date, to the Agent in the approved form of their intention to vacate the Premises.   |
| <b>Cleaning</b> | It is hereby noted and agreed that the Agent has the right to engage professional cleaners to clean the property, if the Tenant/s does not clean the property back to an acceptable standard. ie. as per the Entry Condition Report, within 24 hours of vacating the Premises. The cost of the professional clean will be borne by the Tenant/s. |
| <b>Pets</b>     | The Tenant/s also agrees that if they have had a pet on the premises they must have property professionally treated internally & externally for fleas, and provide a receipt to the agent at the time of vacating.   |
- 

## Vehicles

The parties agree the Tenant/s and/or the Tenant's guests are not to park or store vehicles including trailers on areas other than those designated for parking. The Tenant/s must not store any unregistered vehicle at the Premises.

---

## Water Charges

All water invoices are to be paid to the Agent within 30 days of receipt of bill. See clause 17 of the Standard Conditions.

---