

# Renting with Garcia & Jones

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At Garcia & Jones we believe that open, honest communication and co-operation from all parties creates a positive rental experience. We have compiled the following information to enable a smooth tenancy and recommend you keep this together with your Lease Agreement, Condition Report and Tenant's Rights booklet.

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## **OUR OFFICE**

Office hours are Monday – Friday, 9am – 5pm. Our team spend large portions of their day on the road or with clients so email is always the best way to reach us, and many matters need to be reported in writing.

Garcia & Jones  
Ground Floor, 801 Glenferrie Road  
Hawthorn Victoria 3122

**P** 03 8679 6999  
**E** [rentals@garciajones.com.au](mailto:rentals@garciajones.com.au)  
**W** [www.garciajones.com.au](http://www.garciajones.com.au)

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## **PAYMENT OF RENT**

As the tenant, payment of rent is your most important responsibility. It is required that you pay one lump sum by direct debit. Alternative methods are bank cheque or money order, however the direct debit option is free, easy and automated.

For security, we cannot accept cash under any circumstances.

If your direct debit set up dishonours, our bank charges a \$30 dishonour fee and this will be added to your rental payment due.

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## **LATE PAYMENT OF RENT**

Where payment is not received in full and by the due date, it is our obligation to the owner of the property to follow this up daily. We may use email, SMS, phone calls or letters to do this. Please remember that the owner of your property has financial commitments to meet and rely on your rent being paid on time.

You agree to contact Garcia & Jones before the due date should you find you are not able to pay the rent.

# GARCIA & JONES

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## URGENT MAINTENANCE

Should an urgent maintenance item, as defined below, occur outside of business hours an emergency tradesperson can be called directly to attend.

**Plumbing**  
**Electrician**  
**Locksmith**

Focus Plumbing  
Auburn Electrical  
Lock, Smith & Barrel

0418 368 934  
0419 341 052  
0401 344 888

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## URGENT REPAIRS

An urgent repair is defined by the Residential Tenancies Act as one of the following;

1. A burst water service
2. A blocked or broken toilet system
3. A serious roof leak
4. A gas leak
5. A dangerous electrical fault
6. Flooding or serious flood damage
7. Serious storm or fire damage
8. A failure or breakdown of the gas, electricity or water supply
9. Any fault or damage in the premises that makes the premises unsafe or insecure
10. An appliance, fitting or fixture which is not working properly and causes a substantial amount of water to be wasted
11. A serious fault in a lift or staircase in the rented premises.

Garcia & Jones appointed tradespeople must be used. Should you engage a contractor not approved by Garcia & Jones and the costs are unreasonable, you may be liable for these charges. Should a tradesperson be called out after hours and the fault is not deemed to be urgent you may be liable for these charges.

If a repair is requested and it is caused by tenant omission or neglect, you as the tenant agree to be responsible for payment of the account. For example: a power failure due to one of your faulty appliances, a foreign object blocking toilets or garbage disposal units or lighting of a gas pilot light. It is your responsibility as the tenant to replace any blown light globes throughout the property and replace any cracked or broken windows.

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## INSURANCE

It is our strong recommendation for you to take out contents insurance for your belongings. The Landlord's insurance does not cover your belongings, nor does it cover fire levy applied to your property in the case of fire brigades attendance.

## **ROUTINE INSPECTIONS**

Garcia & Jones will carry out routine inspections on the property to ascertain the condition of the property and necessary maintenance requirements. You will receive adequate notice before any inspection.

Inspections are carried out frequently during the course of the tenancy. Our first inspection is carried out after three (3) months and then every six (6) months following.

As our Landlord's have every right to attend these inspections, we would ask that you please ensure that the property is well presented for these inspections. Inspections are conducted during office hours.

Our process is to advise you in writing about the date and time your inspection is scheduled to occur and should you not be home, we will use the office master key to access the property as in accordance with the Residential Tenancies Act.

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## **LOCKS**

It is our recommendation that you arrange to have the locks changed at your new home. If you choose to do so, the cost is to be incurred by you and you are required to provide a copy of the new key to Garcia & Jones within 24 hours. Failure to provide Garcia & Jones with a key is a breach of the Residential Tenancies Act 1997 and any costs incurred in recovering a key will be incurred by you.

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## **CONDITION REPORT**

In accordance with the Residential Tenancies Act you must return a fully signed copy of your condition report form within 3 business days of receipt. Should you fail to do so, any issues that may arise at the end of the tenancy may not be considered by a member at VCAT and you may be held liable for damage that was not reported.

Please note your condition report form is not a maintenance request. Please complete a Repair Report form and return to our office accompanying your condition report form.

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## **BREAKING YOUR TENANCY AGREEMENT**

If you wish to break your tenancy agreement the following conditions will apply:

1. You are responsible for and must pay rent until the property is re-let to a suitable tenant – or until the end of the tenancy agreement – whichever is sooner.
2. You are responsible and must pay the letting fee which is equivalent to 5% of annual rental plus GST on the balance of lease term.
3. You are responsible for and must pay for all out of pocket expenses normally charged to the Landlord. This includes a charge of \$275 for media advertising and \$15 for credit data base searches per applicant. These charges must be paid by you prior to Garcia & Jones starting the re-let process for the property.