

YOUR COMPLETE PROPERTY RENTING GUIDE

harcourts.co.za

Harcourts

Welcome TO YOUR NEW HOME.

Please read this carefully and keep in a safe place for future reference.

<Harcourts Office Name.>

A Member of the Harcourts Group

<00 Road Name>
<Suburb>
<New Zealand>

T 08 8888 8888

F 08 8888 8888

E email@harcourtsoffice.co.za

REAA 2008

Office hours

Monday to Friday: <9.00am – 5.00pm>

Saturday: <Insert Time>

Sunday: <Insert Time>

<Property Manager Name.>

T 09 1234 5678

C 021 123 4567

F 08 8888 8888

e agent.name@harcourts.co.za

If there are any problems or repairs that require attention please phone <Property Manager Name> during office hours.

Any calls to our office outside of normal business hours will be directed to our message service. Messages are checked regularly with the appropriate action taken.

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GUIDELINES FOR TENANTS

All the information on your new home.

Paying rent

It is your legal responsibility to pay your rent to the Landlord in advance. Please ensure that your payments reach us on or before the due date by one of the approved methods outlined in your Lease Agreement. Harcourts Property Management will not physically collect your rent. At Harcourts, we have a zero tolerance to rental arrears. If you have any problems with your rent payments please notify your Property Manager at the earliest possible time. If you fall into arrears, we will be obligated to follow the procedures outlined in the Rental Housing Act to collect the rent on behalf of our Landlord.

Paying a damage or security deposit

The rental deposit is requested as financial protection should there be a breach in the lease agreement. Your rental deposit will be invested in an Interest Bearing Trust Account. The deposit is held as security against any property damage, undue wear and tear or in the event there is money owing at the end of lease. If you fail to keep the property clean, cause damage or are in rent arrears, your Landlord can claim some or all of the deposit when the lease ends. Once it is established that all conditions of the lease have been met, the deposit will be refunded promptly. The amount of deposit payable is specified in the lease agreement.

Please note, the deposit required may increase where there is a rent increase. As the primary tenant of the property, it is YOUR RESPONSIBILITY to ensure rent is paid in full and on time and that the property sustains no damage. If damage does occur and rent is not paid, it will be YOUR deposit which is claimed against.

Inventory / pre-inspection

A property condition report is used to determine the condition of the property at the commencement of your lease. This is used to determine the condition of the property at the commencement of the lease and to ensure that it is returned to us in the same condition. It also ensures that you are not held responsible for damage at the expiry of your lease which may have been there prior to your occupation.

You have three business days in which to make additional comments and to return the signed document to our office. All tenants must sign the condition report. The document will be filed with your Lease Agreement and used as evidence of the properties condition at the commencement of the lease compared to the condition after you have vacated.

Occupancy

Only the people (and the number of people) included on your lease agreement are permitted to reside at the property on a permanent basis. Should a tenant wish to move out please notify us in writing immediately.

Letting and assignment

The tenant may not sublet the Premises or allow any third party to reside in or occupy the Premises without the prior Written consent of the Landlord. Should the tenant wish to change or add a tenant other than those stipulated on the lease agreement, it is required that permission needs be obtained from the landlord.

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Routine inspections

Inspections will be made at regular intervals during your lease to highlight the condition of the property to the owner. We are required under the guide lines of the Rental Housing Act to provide you with 7 to 14 days written notice of the upcoming inspection. This letter will specify the date and the time when the inspection will be conducted.

Unfortunately due to time constraints, it is not possible to alter the inspection time. You don't have to be present, but are most welcome to be there so we can discuss any problems or aspects of your lease that require attention. Please note, photos may be taken during the inspection to highlight the condition to the owner. Please ensure any pets you may have are secured.

Insurance

The Landlord is responsible for insuring the property. Please note that the Landlord is not responsible for any damage caused to your own personal contents. Please arrange your own contents insurance for the duration of your lease.

Utility bills

The Tenant will be billed for utilities to the property monthly, and must repay the Landlord all amounts paid by the Landlord in respect of charges (plus VAT thereon) levied by service providers supplying services to the Premises, including water, electricity, refuse, removal sewerage, and all other utility charges. To avoid disconnection it is imperative that the payment of utilities is kept up to date and that all outstanding utility amounts are paid up in full at the end of the lease term.

Repairs and maintenance problems

It is important when you notice a maintenance issue that you inform our office as soon as possible in writing. This can be done using the maintenance request form via email, fax or letter. Jobs requiring attention by tradespeople firstly requires permission from the Landlord. Once the Landlord's approval has been obtained, a work order is forwarded directly to the specific tradesperson who will contact you to arrange a convenient time to address the approved maintenance.

Please be aware that work carried out on the property by any person not approved under a work order from our office may result in your liability to pay the account. We endeavour to complete all routine maintenance within seven days of receipt of the work order.

Emergency repairs

Listed within your Lease Agreement you will find details of approved contacts for emergency repairs. We ask that you always try to contact your Property Manager first, however if it is after hours and you cannot contact the Property Manager, you are permitted to contact the emergency contractors directly. The legislation is specific about what constitutes an emergency repair and it's important that you know that should the issue not be deemed an emergency, you will be responsible for the account. An emergency repair is something that is likely to cause injury, is an essential service, or which makes the property unsafe or insecure. Eg: burst water service, broken toilet (where there is no other toilet), serious leak, serious electrical fault.

Damage to the premises

The tenant shall ensure that all care is taken to avoid damage to the premises by the tenants themselves or their guests. You are required to give notice to the Landlord of any damage to the premises as soon as you become aware of it.

Making changes to the property including painting, decorating and renovating

Should you wish to make any changes to the property you must obtain written permission from the Landlord before any work commences. If consent is given, costs, colours and products used will need to be agreed on.

Animals

If you are permitted under your agreement to keep a pet at the property please ensure that you regularly collect and dispose of any faeces. Any damage to the property caused by the pet must be rectified by the tenant. Any permitted outdoor animal must NOT enter the premises, as pet damage to the property can null and void an owner's building and Landlord insurance.

Gardens

It is a requirement of your lease that you maintain the garden on an ongoing basis. This includes but is not limited to mowing, weeding, trimming, pruning and keeping paths free from debris. It is also your responsibility to remove all debris produced through the general gardening at the property, unless otherwise provided for in the Lease Agreement.

Car parking

Tenants are to park only in the designated areas. Please ensure cars are not parked on grass verges or lawns. Cars that are not registered or running are not to be parked on the premises. In the case of units or flats the body corporate rules pertaining to vehicles as set for the complex must be adhered to. Oil stains: drip trays are to be kept on the garage floor to protect it from oil stains. Should stains occur the tenant will promptly attend to degreasing or will be

charged for de-greasing.

Pools and spas

Please note that you are not permitted to erect a pool or spa without permission from the owner and certain legal requirements are now in place. If there is a pool/spa at the property, you must not leave the fence ajar, nor store/leave objects around the pool/spa which could be climbed upon. For more information, please contact your Property Manager.

Breaking a fixed term agreement

Under the CPA a tenant has the right to cancel any lease by providing 20 business days' notice. But this doesn't mean a tenant can simply walk away penalty free. There could be financial repercussions in the form of a cancellation fee, the cost of advertising as well as other 'reasonable costs' if the landlord is unable to secure a new tenant in the short term.

Periodic lease / vacating premises

When you decide to leave the property you are required to give 14 days written notice. Please contact your Property Manager for a Notice of Intention to Leave to be sent to you. Please complete the form and notice is effective from the date it is received by the office.

Leaving the property

Once the appropriate notice (Notice to Leave/Notice of Intention to Leave) has been supplied to either party, your Property Manager will contact you and outline your requirements for handing over vacant possession. Once vacant possession is established (that is, all keys have been returned) a deposit/final inspection can be completed.

Please note a Property Manager cannot complete a deposit/final Inspection until vacant possession has been established and rent may be payable until all keys are returned. The deposit will only be returned once it has been established that all rent is paid as required, the property has been returned in its original condition as per the entry condition report (excluding fair wear and tear) and all applicable invoices have been paid.

Also, it is not a requirement for the Property Manager to arrange carpet cleaning, cleaning, or any other tradespeople to carry out work to rectify issues caused by tenants during the lease and rent will continue to be accrued until the property has been returned to its original condition at the start of the lease (fair wear and tear excepted).

Your deposit refund

Once any outstanding issues have been addressed, the exit inspection carried out and all parties are in agreement, the deposit amount plus the interest accrued will be paid back to the tenant.

Change of contact details

Please ensure you notify us immediately of any change to your contact details including home, mobile and business phone numbers and email address. This is to ensure that we can contact you should the need arise. As per the General Lease Agreement, we may issue you with formal notices via email and therefore it's crucial you keep us updated should your details change.

Privacy

We will hold your details on file in line with the POPI Act and you can be assured that your information will not be given to a third party unless otherwise stated by yourself.



MOULD AND MILDEW

Its causes, control and prevention.

About mould

From time to time some householders raise the question of mould and mildew in a household or residential rental accommodation. The following information has been prepared from available technical and other literature.

Three conditions have to be present for the growth of mould; mould spores, a surface with sufficient food source to maintain life and a source of moisture.

Mould spores are in the air everywhere. Any thought of excluding them from a household can be forgotten. There is nearly always a source of foodstuff, cooking fumes, or even dust can be sufficient. These conditions are invariably present in all households.

There remains the third condition, and that is moisture within a household that comes directly or indirectly from the people who live in it. Washing, cooking and drying operations are obvious sources of moisture but moisture also comes from the inhabitants themselves.

Control

- Ensure there is ventilation in all rooms at all times. Keep internal doors open.
- Vent clothes dryers directly outside where possible.
- Use an extraction fan in the shower, where fitted.
- Do not put damp clothes or shoes in a wardrobe.
- Clean wallpaper with a damp cloth and household bleach (1 part bleach and 4 parts water). Test a small hidden patch first to make sure the bleach does not affect the colour. If it does, try a fungicide from a paint shop.
- Never paint over mildew. Gloss-painted surfaces can be wiped down with household bleach as above. Matt finish paint can be wiped down with fungicide.
- Do not use abrasive cleaners.
- The removal and containment of mould and mildew is the tenant's responsibility.

Prevention

To prevent moisture build-up from the interior of accommodation, it is desirable to have a balance between adequate heating and ventilation. The interior temperature should ideally be maintained between about 18° to 22° for comfort, with about 1 and a half air volume changes per hour with more in bathrooms and kitchens. This air movement will keep the relative humidity at a manageable level. This ventilation can be achieved by leaving windows open a centimetre or two depending on the outside air movement and the amount of cross ventilation.

The rule is, ventilate little and often, rather than in short vigorous bursts. Window glass is a good guide, if it starts to show more than a minimum of condensation, the windows should be open a little further.

Remember, increase ventilation so that the moisture generated is not retained within the household. This may require a bit of willpower during the winter months, when every instinct calls for the house to be sealed against escaping heat, but if you fail to follow these basic rules, you are going to get mould.

A guide to the average amount of moisture generated per day:

Clothes drying	5l	Per person	up to 4l	Cooking	3l
Showering	1.5l	Dish washing	1l	Clothes washing	0.5l

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SEPTIC SYSTEMS

Information for users.

Septic Systems

All septic systems are a living process. They rely on bacteria to break down and digest the effluent, so a healthy septic has lots of healthy bacteria. If you use strong cleaning products such as the ones listed below, you will reduce or completely destroy the bacteria in your system.

This will result in:

- Strong odours;
- Untreated effluent pooling on the grounds surface;
- Creating a possible health hazard for you and others;
- Shorten the life of any pump associated with your system.

Soakage system

In the case of a soakage system, complete shut down of the soakage trench causes effluent to back up to the house and very costly replacements.

Cleaners that should **never** be used in any type of septic system (in order of most harmful):

- Nappy San
- Milton Sterilizing Solution
- Any antibacterial solution (Pine-o-Clean, Spray & Wipe, Dettol)
- Exit mould or anything else remotely similar
- Ajax powders or any chlorine based product
- Blue toilet products – any brand
- Paints and thinners
- Sanitary items, plastic, cigarette butts etc.

Remember

Every drain in and around your home is connected to the septic system and all products used will end up in the same place regardless of which drain you utilise!

Read the labels on the cleaning products as any product that will harm you will harm the bacteria in your septic system.

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MAINTENANCE

Before you ring…

Air conditioners

It is important that you clean your air conditioner filter on a 3 monthly basis. This ensures that your air conditioner will continue to perform in peak condition and to maintain pure air quality for the occupants of the property.

Synthetic filter (only)

To clean your filter, remove it from the air conditioner and clean with mild detergent and luke warm water. Ensure that you thoroughly rinse and dry the filter before replacing it in the unit. If the filter is not synthetic, please contact our office for further information and cleaning instruction.

Plumbing

It is extremely important that you do not pour fats/oils and other food scraps down the drains. Over a long period of time this will cause problems with the drains, septic system. It will result in an inconvenience to you as the tenant with drains backing up and not draining away properly. It is also detrimental to the environment.

Do not flush sanitary products, disposable nappies or nappy wipes down the toilet. These items do not break down and cause obstructions in the drainage system. If these items are flushed and cause a blockage you will be held responsible for the cost of the repair.

Hot water services

How to recognise abnormal operation of your hot water service:

Pressure and temperature relief valve running:
It is normal for these valves to allow a small quantity of water to escape during the heating cycle and the unit expands and contracts. The amount of discharge will depend on hot water usage. As a guide, if it discharges more than 20 litres of water in 24 hours, please contact your Property Manager.

No hot water
Check that a hot water outlet is not open eg. the shower is running or tap left on.

Carefully review your family's water consumption. Have you used all the hot water? On average (depending on length), a 250 litre hot water service should provide 6 showers. Did you wash in hot water? If you are quite sure that you could not have consumed all the hot water, check your meter box. Has the isolation switch tripped? Most hot water services have a heating element and a thermostat. If you have not consumed your hot water, it is possible that the element or thermostat is faulty and requires replacement. Please contact our office and we will arrange for a plumber to attend to the replacement/repair of your hot water service.

Stove element not working

Check the connections to make sure it is not loose or dirty. Sometimes pulling the element out, cleaning it and putting it back in again is all you need to do to fix the problem.

Oven not working

Check that you have not accidentally put the automatic timer on. If the oven is on automatic then generally you will have no power to the oven and one or two stove elements will not be working. Turn the automatic setting off and the oven should work – if not then contact your Property Manager.

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Lights or power points not working

No power to the property or no lights or no power points working? Firstly check the meter box. In most cases the problem will be that a fuse or safety switch has tripped. This usually happens if you have a faulty appliance or if you have too many appliances switched on at the same time. Take special note of any switches that are in the off position. You will need to turn all switches to the off position, leave them off for a few minutes and then turn them all on again. Turn each appliance on, one at a time. If the safety switch trips when you turn on the toaster, kettle etc. then it is likely that particular appliance is faulty or has just become faulty. Keep in mind that it can sometimes be the fridge or other major appliances that have recently become faulty.

In an old home, you may have the old style fuses that should not be fixed by the tenants. Have a look at the fuses and see if you can see the wire broken on any of the fuses. If an electrician is called to the property and the fault is with one of your appliances or simply to reset the Safety Switch then you will be charged for the service fee.

Bathroom or kitchen sink blocked

Try using some Draino to clear the blockage. You could also try pouring boiling water down the sink to free up old soap or hair or try the same with the kitchen sink to remove old food from the kitchen waste. Ensure that no foreign objects have found their way into the pipes or InSinkErator. Items that can cause problems are: disposable nappies; sanitary napkins; and teaspoons. Blockages caused by foreign objects are the tenant's responsibility.

Keys and locks

If you have locked yourself out, you are responsible for gaining access to the property and will need to call a locksmith. All lost keys are the responsibility of the tenant. If a lock has to be rekeyed then you must supply your Property Manager with a key.

Garage remote control not working

Check the battery in the remote as this is the most common cause. Otherwise, check that the combination in the remote is the same as the combination on the panel in the garage. This is not always possible depending on the type of remote. If there has been a power outage you will be unable to open the automatic door unless you activate the manual release mechanism. This may need re-setting once the power has been restored in order to re-activate the automatic process. Check that the lever in the garage (generally next to the control box) is on auto. If it is on manual the remote control will not work. However, you should be able to manually operate the garage door.

TENANT REQUEST

Maintenance / repairs form.

It is a policy of our office that all repairs or maintenance requests must be in writing / emailed to our office as soon as possible. We only accept emergency repairs by phone.

TENANT NAME:

PROPERTY ADDRESS:

CONTACT HOME PHONE **MOBILE:**

WORK:

NATURE OF PROBLEM:

If the repair relates to any of the following fitted appliances please list the make and model

STOVE	**WASHING MACHINE**
OVEN	**FRIDGE**
COOKTOP	**DRYER**
DISHWASHER	**AIR CONDITIONER**
HOT WATER ☐ ELECTRIC ☐ GAS	**MICROWAVE**

If this is an emergency, please dial 1011 and then immediately phone your Property Manager.

TENANT SIGNATURE: **DATE:**

Send to: <insert Harcourts office name>, <insert postal address>.
M 08 8888 8888 **E** agent.name@harcourts.co.za