

Tenant Guides
Easy Steps To
Vacating A Property.

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You've made the decision to move out and move on, but now what do you do?

Being well aware of what is required, before giving notice to vacate, gives you a much better chance of everything running smoothly and stress free. Plus you'll be guaranteed to walk out that door with a fabulous reference.

Use the following guidelines to ensure you always make a seamless tenancy exit.

Give The Proper Notice

If you've decided to move out of the property, you must let the real estate agent or landlord know in writing. Whilst an email or a written letter is perfectly acceptable, a text or phone message is not.

If your lease is almost up, then your notice must comply with the required notice period.

If you're still within a fixed term lease agreement, then at least 14 days notice is required prior to the expiry date. However, if the fixed term lease agreement has already expired, then at least 21 days notice is required to vacate.

Transferring A Lease

If there is more than one tenant's name on the lease, each person is equally responsible for ending the lease according to your tenancy agreement.

If you would like another tenant to take your place when you leave, be sure to inform your Client Relationship Specialist.

It's important that your name is taken off the lease when you vacate, to avoid being held jointly responsible for any damage or repairs that occur after you move out.

Breaking The Lease

If for some reason you need to leave prior to your fixed-term agreement expiring, then you are still responsible for paying all rent until the end of the lease term, or until a new tenancy commences. You can also be liable for all advertising costs and other additional expenses accrued as a result of breaking the tenancy.

When Your Name Is Not On The Lease

If you're renting a property where your name is not on the current lease, you are classified as a sub-tenant.

If you wish to vacate, you must give notice to the main tenant (whose name appears on the lease) and arrange for them to repay any bond monies you have paid.

The Vacating Inspection

Before you leave and hand back the keys, you should contact the agent or landlord to arrange a mutually agreeable time for your final inspection.

It is your duty as the outgoing tenant to ensure the property is returned to the owner, in the same condition it was handed to you, at the commencement of your tenancy.

Refer to your incoming condition report and photos to compare the condition of the property on departure, to that of when you entered the property.

If the condition report was not returned to the agent or landlord within 7 days of being issued at the commencement of your tenancy, the original report will be used for reference.

At this inspection, it is best that both yourself and the Client Relationship Specialist go through the property together to check for any damages and address any issues on the spot. The official condition report (signed by all parties) is used as a reference at this inspection.

Tips

We recommend using the following cleaning checklist to ensure the property is cleaned to an acceptable standard

General

- Clean all windows, doors, sliding doors, fly screens and security screens
- Vacuum all sliding door tracks
- Sweep or mop all floors, removing any marks
- Vacuum and clean carpets
- Clean light fittings and remove all cobwebs
- Clean all marks off walls, light switches and power points
- Wipe down and remove all dust from skirting boards, picture frames, window sills, door frames etc
- Ensure that all curtains and blinds are cleaned as per condition report and venetian blinds are dust free
- Ensure blown light bulbs are replaced, both in and outside the property

Kitchen

- Inside and outside all cupboards and doors
- Inside, outside and around oven
- Inside, outside and behind dishwasher (where applicable)
- Exhaust fans and filters
- Sinks, especially drain holes

Plan Action Deliver Respond.

Cleaning

The condition of the property is always noted in the original condition report. At the end of the tenancy, it is expected that you leave the property in the same condition.

If additional cleaning is required to bring it back to the original standard, then the cost may be charged to the tenant and deducted from your bond.

Bathroom

- All floors, mirrors and windows
- Inside and outside all cupboards
- Toilet, bath, shower recess, glass screens and sink must be clean and free of soap scum
- Shower curtain washed with bleach or replaced with similar

Laundry

- Inside, outside and behind washing machine/dryer and remove lint from filters
- Clean laundry tub

Verandah

- Sweep and mop, clean railings and any perspex or glass
- Remove all cobwebs etc

Lock up garage

- Sweep out
- Empty any wheelie bins and remove all rubbish
- Clean oil residue from concrete

Yards

- Lawns, edges, weeding, general tidy up

Carpet Cleaning

Another common issue that arises at the end of a lease, is whether tenants are responsible for steam cleaning the carpets.

Whilst professional steam cleaning is not an official requirement of the Tenancy Agreement, often it may be needed to get the carpets back to a state similar to what they were at the start of the tenancy and/or if you have pets in the property.

Pets

If your lease includes pets at the property, then you must ensure you undertake additional cleaning and deodorising required. In many instances, a mandatory pest treatment is required upon vacating to eliminate the possibility of fleas and unhatched eggs remaining at the property.

Cancel Utility Service

Give your energy suppliers plenty of notice that you are leaving, so they can organise final meter readings and issue you with final accounts.

Check with your landlord or agent whether they wish for the power to remain on at the property until the final inspection. If they do, make sure you tell your energy supplier to disconnect the power soon afterwards.

Garden & Outdoor Areas

If your home has a garden, it also must be presented in the same condition you found it. If you've been regularly keeping everything watered, fed, trimmed and weeded, it will be easy to do a final maintenance upon vacating. In addition, all outdoor areas at the property should also be free of weeds, cobwebs and dirt.

Remove All Belongings

When moving all your furniture and belongings, it always pays to do a final check before handing in the keys to ensure nothing of yours remains at the property.

If you do accidentally leave anything behind, you will have to arrange with the landlord or agent to collect them as soon as possible.

Note: A landlord is not required to store your things forever. They have the right to dispose of perishables and certain other items immediately. If storing belongings becomes necessary, then the tenant is liable to cover all costs.

Redirect Your Mail

Advise all your contacts and services of your new address promptly and also don't forget to give your new address to your home phone, internet or pay TV providers.

It's also a good idea to arrange a redirect service through Australia Post to ensure you receive all personal mail.

Your Bond Refund

If you do not owe the landlord or agent money at the end of your tenancy, and your vacating inspection is satisfactory, the bond that you paid at the beginning of your tenancy will be refunded to you in full.

You will need to fill in a 'Claim for Refund of Bond Money' form, which you can request from your Client Relationship Specialist and then lodge with the NSW Fair Trading by post, fax or in person.

NSW Fair Trading will then deposit the money into your bank account or post a cheque to your new address.

Bond Disputes

If the landlord or Client Relationship Specialist wants to make a claim from the bond, without your agreement, then they must give you

- A copy of the final condition report completed at the end of the tenancy agreement
- Copies of estimates, quotes, invoices or receipts for work they are claiming

They must provide these to you within 7 days of making the claim. Fair Trading will give you written notice that the landlord/agent has made the claim.

If you wish to dispute their claim, you must

- Apply to the Tribunal for an order to pay all or part of the bond to you (within 14 days of receiving the claim notice – use the 'Rental Bond Application' form from the Tribunal)
- Give written notice to Fair Trading that you have made the application.

The Tribunal will decide how the bond is paid out.

You can still apply to the Tribunal for a refund of all or part of the bond, even if Fair Trading has paid the landlord's claim. You must apply within 6 months after the bond is paid out.

Bond Claims

If the landlord or Client Relationship Specialist believes you owe them money, they are able to make a claim against your bond.

If you agree with your Client Relationship Specialist or landlord on how the bond is to be paid out, ask them to fill out and sign a 'Claim for Refund of Bond Money' form and give it to you so you can lodge it with NSW Fair Trading. This way, the bond can be paid out straight away.

Tip: Never sign a blank Claim for Refund of Bond Money form. Always make sure the bond refund amounts are filled in before you sign the form.

What A Landlord Or Client Relationship Specialist May Claim

The landlord or Client Relationship Specialist may make a claim from the bond, without your agreement, for the reasonable cost of

- Repairs if you, another occupant or a guest has damaged the premises or goods leased with the premises (other than 'fair wear and tear')
- Cleaning if you have left any part of the premises not reasonably clean
- Replacing locks or other security devices if you have altered, removed or added these without the landlord's consent
- Outstanding rent or other charges you owe under the tenancy agreement

The landlord or agent is not limited to claiming for the above.

Rental Bonds Online

NSW Fair Trading provides a voluntary online rental bond system that allows tenants and landlords to manage their bonds. Rental Bonds Online allows payment of bonds through Bpay and bank transfer. You can find out more about Rental Bonds Online at: fairtrading.nsw.org.au/rentalbondsonline

Need More Vacating Advice?

For more information about lease agreements, tenancy rights and bond lodgments you can get in touch with the relevant government bodies:

- **NSW Fair Trading**
P. 133 220
W. www.fairtrading.nsw.gov.au
- **Housing NSW**
P. 1300 468 746
- **NSW Civil and Administrative Tribunal**
P. 1300 006 22
W. www.ncat.nsw.gov.au

You can also speak to one of our friendly Property Specialists at anytime on **9398 1133**

Need assistance with your formal notice to vacate?

Get in touch with a Taylors Property Specialist today.