

Lessee Information Toolkit

Your guide to renting with
Facey Industrial Commercial



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This brochure has been designed to assist you in understanding your obligations as a tenant in relation to the property you have recently leased.

As managing agent on behalf of the landlord, Facey Industrial Commercial aim to provide the highest possible standard of service and are only too happy to help with any questions you may have about your property and/or your lease.

Please don't hesitate to contact our office on **9793 4455** if we can be of assistance.



Payments

Rent is payable monthly in advance on or before the due date.

Our office will provide a tax invoice on a monthly basis however, please note that rent is due in accordance with the lease conditions and is not dependent on a tax invoice being issued.

All outgoings are due and payable within 7 days of invoice and all payments are to be made to Facey Industrial Commercial, not directly to the authority.

Our preferred payment method is B-Pay however we also accept payment by direct deposit or cheque by arrangement.



Outgoings

Outgoings include but are not limited to:

- Air conditioning maintenance
- Exit and emergency light servicing
- Annual essential safety measures inspection
- Fire equipment maintenance
- Building insurance
- Gardening
- Cleaning
- Land tax
- Council rates
- Owners corporation levies
- Essential safety measures requirements including exit doors and paths of travel to exit
- Roller door servicing
- Water rates and usage

An adjustment account will be issued at the commencement and end of each tenancy. All amounts due and payable will be calculated on a pro-rata basis as you are only liable to pay outgoings during the term of your tenancy.



Property and condition report

A condition report with photos will be completed at the beginning of the tenancy which is to be signed by you as the tenant and retained on file for the duration of the lease.

The tenant is expected to return the property at the end of their lease in the condition in which it was handed over, subject to fair wear and tear.

During the lease, the tenant is required to maintain the premises including the exterior (e.g. keeping the car park clear of any items and maintaining gardens) and will be responsible for payment of any infringement notice issued by council or any other relevant authority as a result of failing to maintain the premises.

Your property manager will inspect the building during your tenancy to ensure the property is being maintained.

In the event of the expiry or earlier termination of your lease it is important to note that the lease will not terminate until keys are handed back and the property is in a satisfactory condition. It is a tenants responsibility to ensure all 'make good' works are completed prior to the end of the lease.



Maintenance

The tenant is expected to maintain and keep in good working order all landlord fixtures and fittings.

Any faults and /or other damage at the premises must be reported to our office as soon as identified.

The landlord reserves their right to use a repairer of their choice for repairs to the building and any landlord fixtures/fittings.

The tenant must co-operate with the repair process.



Essential Safety Measures (ESMs)

ESMs are the fire safety systems and equipment required to be installed in a building to help ensure the safety of the occupants in the event of an emergency.

ESMs include the servicing of portable fire equipment, exit & emergency lighting, paths of travel, exit doors, air conditioning, annual Essential Safety Measures Reports and/or audits.

It is a requirement that these items are serviced, maintained and inspected regularly.

The tenant must co-operate in providing reasonable access to service providers for the purpose of servicing, maintaining and inspecting any ESM item.

All costs in connection with the servicing, maintaining and inspecting of any ESM item may be subject to current legislative reviews.



Alterations and additions to the premises

The tenant must obtain the landlord's prior written consent before undertaking any alterations and/or additions to the premises.

The tenant must enquire and is responsible to obtain any council and/or other relevant authorities approval prior to undertaking any alterations and/or additions to the premises.

Any works to the premises must be completed in a proper and workman like manner in accordance with all relevant authorities.

Any alterations and/or additions to the premises are subject to the 'make good' conditions of the lease at the expiry of the lease.



During your tenancy

In most cases, rent is reviewed annually and you will be notified in writing of the increase in rent.


When your lease is due for renewal, you must notify our office in writing of your intention to renew no less than three (3) months before the expiry of the lease.

If your lease is subject to a market review at the commencement of any further term, this will be conducted after receiving your written notification confirming your intention to renew the lease.

If you sell your business during the term of your lease, a Transfer of Lease will need to be completed by your solicitor. Firstly, you must notify our office in writing of your intention to sell your business and request the necessary forms for the potential purchaser to complete so we can review on the landlord's behalf.



Please note: This brochure is only a guide and if there are any disputes then the Lease Agreement including any Special Conditions will hold precedence.



**Please contact
us if you have
any questions**

Facey Industrial Commercial

6 Clow Street
Dandenong VIC 3175

T 9793 4455

F 9791 3648

facey[industrial.com.au](http://faceyindustrial.com.au)