

Fact Sheet

Your Responsibilities

Your Property

You have a *responsibility* not to:

- ▶ Use or allow your property to be used for an illegal purpose;
- ▶ Cause or allow nuisance;
- ▶ Interfere with the quiet enjoyment of your neighbours;
- ▶ Leave your property vacant for more than 21 days without informing the Association; and
- ▶ Sublet part or all of your property without the written consent of the Association.

Rent

You have a *responsibility* to pay your rent on time.

Property Maintenance

You have the *responsibility* for maintaining your property in a reasonable condition throughout your tenancy/occupancy agreement. This involves:

- ▶ Not intentionally or negligently damaging your property;
- ▶ Notifying the Association of any damage as soon as practicable; and
- ▶ Maintaining your property and any contents in a reasonable and clean condition.

At the end of the tenancy/occupancy agreement you are *responsible* for leaving your property in substantially the same condition as at the beginning of the tenancy, subject to fair wear and tear.

You have a *responsibility* to seek the Association's consent before making any alterations to your property.

General Repairs to the Property

You are *responsible* for notifying the Association of any repairs that are necessary. The Association is responsible for making good the repairs within 4 weeks of being notified unless otherwise agreed.

Urgent Repairs

You are *responsible* for notifying the Association as soon as possible of any urgent repairs needing to be carried out. Urgent repair is work that is needed to rectify: a burst water service; a blocked or broken lavatory system; a serious roof leak; a gas leak; a dangerous electrical fault; serious storm or fire damage; a failure of gas, electricity or water supply to your property; or a fault or damage likely to cause injury to person or property.

Ongoing Expenses

You have a *responsibility* to meet the cost of services used during the tenancy provided there is a separate meter, for example, electricity, gas, water usage and telephone. At Havelock House occupants have a *responsibility* for the electricity used within their unit.

Breaches

You are *responsible* not to breach the terms of your tenancy/occupancy agreement or the Residential Tenancy Act. If you do, the Association may issue a Notice to Vacate, subject to the following:

1. **Written Notice to Remedy**—the Association may serve you with a written notice requesting that you remedy the breach within 14 days;
2. **Breach remedied**—if you remedy the breach within 14 days, then your tenancy/occupancy agreement will continue; or
3. **Notice to Vacate**—if you fail to remedy the breach within the 14 day period specified in the Notice to Remedy, then the Association can give you a Notice to Vacate which requires you to vacate your property within 14 days.