



**Defence Housing Australia  
MCA Residence Agreement (MRA)**

**1 January 2013**

## 1. Parties

This MCA Agreement (MRA) is made between:

- (a) the Defence Tenant, as specified in **clause 2 (Tenant)**; and
- (b) Defence Housing Australia (**DHA**).

## 2. Tenant Details

1. <b>Family Name:</b>
2. <b>Given Names:</b>
3. <b>Rank or Title:</b>
4. <b>Employee ID:</b>
5. <b>Service:</b>  <input type="checkbox"/> NAVY <input type="checkbox"/> ARMY <input type="checkbox"/> AIR FORCE  <input type="checkbox"/> OTHER: .....  (please specify basis of engagement by Defence)

### Tenant's Appointed Agent

The Tenant appoints the following person (**Appointed Agent**) as agent to allow access in the event of an emergency on their behalf under this MCA Residence Agreement, where the Tenant is unavailable. This appointment excludes acceptance of liability on behalf of the tenant.

1. <b>Family Name:</b>
2. <b>Given Names:</b>
3. <b>Address:</b>
4. <b>Telephone number:</b>
5. <b>Email Address:</b>

### 3. MCA Residence

DHA grants to the Tenant, the right to occupy the property known as:

**Unique Property Reference Number (UPRN):**

**Full Address:**

**(the " MCA Residence")**

on the terms and conditions contained in this MRA.

### 4. DHA Contact Details

DHA's local address for all contact and notices is:

**DHA's local address:**

**Telephone:**

**Email:**

### 5. Rent Contributions

- (a) The Tenant agrees that the applicable Rent Contributions will be deducted from the Tenant's salary by the Department of Defence (Defence) as indicated under clause 5(b), for the term of the MRA. The Tenant has authorised Defence to deduct these amounts from the Tenant's salary. DHA will inform Defence when the contributions are to commence.
- (b) The starting Rent Contribution for the MCA Residence will be \$[.....] fortnightly (*Rent Contribution*) from [.....] (*Commencement Date*). This amount comprises:
  - (i) the Tenant's rank based Rent Contributions; and
  - (ii) if applicable an Additional Member Contribution (AMC). This amount is equal to the difference between the Market Rent for the MCA Residence (currently \$[.....] per fortnight) and the rent ceiling that applies to the Tenant (currently \$[.....] per fortnight).
- (c) The Tenant's Rent Contribution(s) and rent ceiling in clause 5(b) are governed by a Defence Determination, reproduced in the Defence Pay and Conditions Manual (**PACMAN**).
- (d) The AMC may vary according to a review of the Market Rent. The Market Rent will be fixed for the first 12 months of the tenancy. After 12 months, the Market Rent may be reviewed annually by DHA, and the AMC increased or decreased in accordance with the results of the review.

## 6. Tenant Responsibilities

- (a) Annexure A, B and C to this MRA and the DHA website(as amended from time to time) provide guidance about Tenants' responsibilities. By signing this MRA the Tenant agrees to abide by the terms and conditions within this MRA.
- (b) In particular, the Tenant must:
  - (i) keep the MCA Residence (including the grounds where applicable) clean and tidy and in essentially the same condition as at the Commencement Date, other than Fair Wear and Tear (FWT) as described in Annexure A to this MRA;
  - (ii) not damage (whether intentionally, carelessly or otherwise) or allow their Permitted Occupants to so damage the MCA Residence. Where such damage occurs, it is considered Non Fair Wear and Tear (NFWT). NFWT includes damage referred to in Annexure A as a non-exhaustive list and any other damage arising from neglect, mistreatment or failure by the Tenant or Permitted Occupants to comply with any of the terms of this MRA;
  - (iii) comply with responsibilities as detailed in Annexure A to this MRA and the DHA website;
  - (iv) notify DHA within 48 hours of any damage to the MCA Residence (however caused);
  - (v) notify DHA as soon as practicable of any need for routine or emergency repairs, including any accident to, or defect in, the water, gas, drainage, sewerage, electrical installations, appliances or fittings;
  - (vi) notify DHA if the MCA Residence is likely to be unoccupied by the Tenant for more than 30 days; and
  - (vii) notify DHA as soon as practicable of any change in rank or tenancy
- (c) The Tenant is responsible for the actions of Permitted Occupants in respect of the MCA Residence and must ensure that Permitted Occupants act consistently with the requirements placed on the Tenant under this MRA. For the purposes of this MRA "**Permitted Occupants**" means the Tenant's recognised dependants and any other person that they, or the Tenant have permitted into the MCA Residence.

## 7. Condition Report

- (a) DHA has inspected the MCA Residence and recorded the condition of the MCA Residence, including its cleanliness and state of repair.
- (b) The results of the inspection have been recorded in the Condition Report.
- (c) The Tenant must sign a copy of the Condition Report and return to DHA within 14 days of the Commencement Date.

- (d) If the contents of the signed Condition Report are agreed to by DHA, then DHA will sign the Condition Report, return a copy to the Tenant and retain a copy on file.
- (e) If the contents of the signed Condition Report are not agreed to by DHA then DHA and the Tenant will attempt to resolve the issues. If required, DHA and the Tenant must attend a visit to the MCA Residence to settle the Condition Report.
- (f) If resolution cannot be achieved at that visit, then either the Tenant or DHA, may refer the matter for resolution as described in clause 21.

## **8. Change in Rent Contributions to Defence**

- (a) The Rent Contributions may be varied as the relevant Minister determines.
- (b) If there is any inconsistency between a rate set by Determination and the contributions deducted from the Tenant's salary under clause 5(a), the rate set by the Determination will prevail.
- (c) If the Tenant's employment or engagement status changes so that the contributions deducted from the Tenant's salary under clause 5(a) do not reflect the contributions specified by Determination for a Tenant of that status, the contributions will be increased or decreased in accordance with the Determination. After notification of a change in the Tenant's employment status, DHA will inform Defence of the new Rent Contributions payable by the Tenant.
- (d) Where as a result of an inconsistency or change referred to in clause 8(b) or 8(c), an incorrect deduction from the Tenant's salary has occurred, the Tenant:
  - (i) will be entitled to reimbursement from Defence of any overpayment of Rent Contribution; or
  - (ii) must pay Defence any underpayment of Rent Contribution.Any adjustment under this clause will be made by way of a salary variation. The Tenant will be notified by Defence three pay periods prior to any deduction from their salary.
- (e) If the MCA Residence is damaged by causes outside the Tenant's reasonable control and that damage substantially affects the Tenant's use or amenity, the Rent Contribution may be reduced until the MCA Residence is restored or the occupancy is ended, except to the extent that the damage is contributed to by the act, omission, negligence or default of the Tenant. The amount of the reduction of the Rent Contribution will be decided by the Defence Directorate of Relocations & Housing (DRH).

## **9. Permitted Use**

### **9.1 Use for private residence**

- (a) The Tenant may only use the MCA Residence as a private residence.

- (b) DHA warrants that the MCA Residence is fit for such use as a residence and that there is no legal impediment to the occupation of the MCA Residence for residential purposes by the Tenant.
- (c) The Tenant must obtain written approval from DHA before allowing any person other than the Tenant to reside in the MCA Residence for a period in excess of 28 days.

#### **9.2 Use of MCA Residence for home business**

The Tenant may not conduct a home business from the MCA Residence.

### **10. No Transfer of Agreement**

- (a) The rights given to the Tenant pursuant to this MRA cannot be passed on to anyone else.
- (b) The Tenant must not sub-let any portion of the MCA Residence or accept reward from boarders, lodgers or any other guests occupying the MCA Residence.
- (c) DHA may only assign its interest in this MRA to Defence.

### **11. Shared Tenancy**

#### **11.1 Member becomes a Member With Dependants**

- (a) Where a Tenant has DHA approval for a partner and/or dependants to share the MCA property either for purposes of Interdependent Partnership recognition (IDP) or due to becoming a Member With Dependants (MWD) at the posting location, the Tenant is responsible for the actions of the Permitted Occupants as described in clause 6(c).

#### **11.2 Other Members**

- (a) A Defence member may choose to share an MCA property with another eligible Defence member on approval from DHA. Sharing an MCA property is subject to the terms and conditions detailed in Annexure B of the MRA.
- (b) In cases where two tenants share the MCA Property, each tenant occupying the MCA Property – including an incoming tenant occupying in a shared capacity during an existing tenancy – must read, sign and adhere to the MRA, including Annexures A, B and C.

### **12. Possession**

- (a) At the Commencement Date, the MCA Residence must be in a clean condition and DHA will allow the Tenant to use and occupy the MCA Residence without unreasonable interference.

### **13. Repair, Maintenance and Damage to the MCA Residence**

- (a) DHA will undertake repairs, maintenance and rectification of the MCA Residence, unless the Tenant is required to do so under this MRA. In normal circumstances DHA will undertake:
  - (i) emergency repairs within 24 hours of notification; and

- (ii) routine repairs (other than for NFWT) within 28 days of notification, unless the circumstances are outside DHA's or its contractor's reasonable control.
- (b) The Tenant is liable for any identified NFWT unless the Tenant proves the NFWT was not caused by the Tenant, Permitted Occupants or by a breach of this MRA by the Tenant.
- (c) The Tenant may elect to rectify any NFWT, for which the Tenant is liable, but must do so to a professional standard as specified by DHA and restore the MCA Residence to essentially the same condition as at the Commencement Date.
- (d) DHA will have the right to recover directly from the Tenant the costs arising from any NFWT to the MCA Residence.
- (e) If the Tenant does not rectify the NFWT in accordance with clause 13(c) DHA may do so and the Tenant must reimburse DHA for the cost of repairing such damage. When requested, the Tenant must sign a written MCA Tenant Acknowledgment Form (TAF) in respect of any unrepaired NFWT.
- (f) If NFWT is identified, DHA is entitled to assume that it is attributable to the Tenant under clause 6, unless the Tenant can demonstrate a reasonable case to the contrary.
- (g) The Tenant acknowledges and agrees that if he/she breaches this MRA and/or fails to pay for NFWT, this may result in a refusal to provide an MCA Residence or Service Residence to the Tenant in the future.

## **14. Obligations relating to use**

### **14.1 General**

The Tenant must comply with the mandatory occupancy rules set out in clause 14.2.

### **14.2 Mandatory occupancy rules**

#### **(a) Disturbance, nuisance and annoyance**

The Tenant must avoid any disturbance, nuisance or annoyance to neighbours whether by noise, behaviour, obstruction or other actions on the part of the Tenant or Permitted Occupants, and in particular must not:

- (i) throw or place anything out of windows or balconies or place anything on outside window sills; or
- (ii) hang clothes, washing or other like articles out of windows, balconies, verandas, covered ways, drives or walks, in gardens, on the roof or in any other place other than is specifically provided for such purpose.

#### **(b) Flats and Strata Units**

If the MCA Residence is part of a strata or similar title scheme, the Tenant must also comply with all rules and regulations applying to such schemes and all directions made by the body corporate or similar body for the comfort, well-being and harmony of owners and occupiers of properties within the scheme.

(c) **Lighting, Heating and Cooking**

The Tenant must not use any means of lighting (emergency lighting excepted), or heating in the MCA Residence other than by electricity, gas, central heating or, as otherwise provided by DHA in the MCA Residence.

(d) **Animals**

The Tenant must not keep or allow any animals at the MCA Residence.

**14.3 Alterations, Decorating and Compliance with Conditions**

(a) **Alterations**

The Tenant must not:

- (i) permit any alterations or additions to be carried out to the MCA Residence, any of its fixtures and fittings (whether of a temporary or permanent nature) or items recorded in the Condition Report; or
- (ii) erect any buildings or structures including apparatus, equipment or structure used for acrobatic, gymnastic or recreational activities, swimming pools (including paddling pools of any depth), spas, cable television equipment or satellite antennas.

(b) **Alterations to security devices**

The Tenant must not, alter, remove or add or permit alteration, removal or addition of any lock or security device unless in an emergency.

(c) **Decorating**

The Tenant must not, mark, deface, paint or otherwise alter any part of the MCA Residence.

**14.4 Additional Rules and Regulations**

- (a) DHA may, from time to time, make rules and regulations in addition to the terms of this MRA as reasonably necessary for compliance with any by-laws, strata ruling, local ordinance and/or municipal standards.
- (b) The Tenant must comply with such further rules and regulations after being given at least twenty-eight (28) days written notice.

**15. Insurance**

It is the Tenant's responsibility to insure their contents and cover their own liability risks in the event that a person is injured on or about the MCA Residence and to cover damage that may be caused by failure or improper use of appliances or equipment belonging to the Tenant. DHA's public liability insurance arrangements **do not** cover a Tenant's contents or own liability risks.

**16. Payment for Services**

The Tenant will promptly pay all charges for supply and consumption of services to the MCA Residence including gas, electricity and telephone and any additional service supplied at the Tenant's request.



## 17. Right of Access

- (a) DHA (or others authorised by DHA) may enter the MCA Residence to:
  - (i) inspect the premises after giving 72 hours' notice;
  - (ii) carry out repairs, maintenance, valuations or alterations after giving 48 hours' notice for routine matters and reasonable notice in emergencies;
  - (iii) take inventories after giving at least 48 hours' notice; or
  - (iv) meet statutory obligations after giving the required notice.
- (b) The Tenant has an obligation to provide DHA (or others authorised by DHA) with access in accordance with clause 17(a) provided DHA gives the required period of notice.
- (c) Where possible, entry will be undertaken only between standard business hours on business days.

## 18. Personal Information

- (a) DHA will comply with the *Privacy Act 1988* in relation to the handling of the Tenant's and the Appointed Agent's personal information.
- (b) By signing this MRA, the Tenant consents to DHA providing the Tenant's and any Appointed Agent's name and phone number to:
  - (i) DHA's agents and contractors;
  - (ii) the owner or prospective owner and their agents and contractors, to enable access or other arrangements to be made.
- (c) By signing this MRA, the Tenant also consents to DHA providing to Defence any information about the Tenant and their occupation of the MCA Residence.

## 19. Termination, Vacation and Breach

- (a) The Tenant acknowledges that they are only entitled to occupy the MCA Residence for so long as the Tenant:
  - (i) is entitled to do so under the terms of their engagement with Defence; and
  - (ii) is engaged by Defence; and
  - (iii) is classified as a Member Without Dependants (MWOD) or Member With Dependants Unaccompanied (MWDU); or
  - (iv) becomes a Member With Dependants (MWD) at the posting location and is approved by DHA to remain in the MCA residence with their recognised dependants.
- (b) DHA may terminate this MRA:
  - (i) by giving 28 days notice, if the Tenant breaches any of the provisions of this MRA; or
  - (ii) if the Tenant ceases to be eligible to occupy an MCA Residence in accordance with the ADF Pay and Conditions Manual (PACMAN); or

- (iii) by giving 28 days written notice to the Tenant.
- (c) The Tenant may terminate this MRA:
  - (i) by giving DHA a minimum of 28 days notice of termination; or
  - (ii) where the Tenant is given less than 28 days notice of a posting by Defence, the notice period in clause 19(c)(i) will be reduced to such lesser period of notice as is reasonable in the circumstance.

This termination may only be made by written notice to DHA.
- (d) Where DHA considers the MCA Residence to be destroyed or rendered uninhabitable, either DHA or the Tenant may terminate this MRA by:
  - (i) in the case of the Tenant – by giving 2 days' written notice to DHA;
  - (ii) in the case of DHA – by giving 7 days' written notice.
- (e) Where there is an unlawful act or breach of this MRA by the Tenant or Permitted Occupants, DHA may choose to do one or more of the following:
  - (i) give notice in writing of that breach and any actions DHA requires to rectify it;
  - (ii) provide relevant details to Defence and involve Defence in the resolution of the breach (including via the Member's chain of command); or
  - (iii) terminate this MRA under clause 19(b).
- (f) At the end of the MRA:
  - (i) the Tenant must vacate the MCA Residence completely.
  - (ii) the Tenant must give up the MCA Residence to DHA in good order and in a clean condition in accordance with the vacate rules (Annexure C) and in the same condition as at the Commencement Date (fair wear and tear excepted) in accordance with this MRA, Annexure A, Annexure B (where applicable) and the DHA website;
  - (iii) DHA and the Tenant must undertake a pre-vacation inspection and/or final inspection to verify the condition of the MCA Residence and to obtain the Tenant's acknowledgement for any NFWT by completing a TAF;
  - (iv) where the Tenant disputes a NFWT charge, the Tenant must sign and annotate the TAF and complete a Tenant Dispute Form; and
  - (v) DHA will inform Defence when the Rent Contributions applicable to the MCA Residence are to cease.
- (g) DHA will recover from the Tenant any other NFWT charges that are due or acknowledged on the TAF (Refer to 'Paying a Debt' in the DHA website).
- (h) Where a Tenant or their Permitted Occupants continue to occupy the MCA Residence following the termination of this MRA, and no new residential tenancy agreement has been signed by DHA and the Tenant in respect of the MCA Residence:
  - (i) the Tenant will be unlawfully occupying the MCA Residence; and

- (ii) DHA reserves the right to commence proceedings in any tribunal or court of competent jurisdiction to evict the Tenant and/or their Permitted Occupants from the MCA Residence.

## **20. Conditions that apply if termination or vacant possession arrangements are not met**

- (a) If this MRA has been terminated, the Rent Contributions will cease, subject to clause 19, on the expiration of the applicable notice period.
- (b) The Tenant must continue to pay the Rent Contributions until vacant possession is given.
- (c) If the Tenant vacates the MCA Residence without giving prior notice, the Tenant agrees to pay to Defence (in lieu of notice) an amount equivalent to 28 days' Rent Contributions. The Tenant authorises Defence to deduct this amount from the Tenant's pay.

## **21. Complaint Resolution**

- (a) The Tenant's complaints mechanism is as follows:
  - (i) if the Tenant has a concern or complaint the Tenant should contact DHA to have the matter resolved through the complaints resolution process outlined in the DHA website.
  - (ii) if the Tenant has been unable to resolve the matter through the complaints resolution process, the Tenant may refer the matter to the Joint Housing and Accommodation Review Committee (**JHARC**).
  - (iii) if the Tenant is dissatisfied with the outcome of the proceedings of the JHARC, the Tenant may submit a Redress of Grievance to Defence.

## **22. Extension of Occupancy Beyond Discharge Date**

- (a) Subject to this clause 22, the Tenant and their permitted occupants cannot occupy an MCA Residence under this MRA beyond their discharge date or where they are no longer eligible. If the Tenant wishes to occupy an MCA Residence beyond discharge they must:
  - (i) apply to DHA in writing a minimum of 28 days before their discharge date. Requests received after this date will only be considered in exceptional circumstances. DHA will provide written notice to the Tenant of its decision within 14 days after receipt of the request;
  - (ii) if approved in writing by DHA, enter into a State or Territory residential tenancy agreement, for a minimum of 4 weeks. Market rent, bond and the relevant terms and conditions of the particular State or Territory residential tenancy agreement will apply; and
  - (iii) if approval is not given, the Tenant must vacate the MCA Residence on or before the Tenant's discharge date.
- (b) When considering a request for extension of occupancy pursuant to a request made under clause 22(a), DHA will take into consideration the future requirement for the MCA Residence and the condition of the property at the Pre-Vacation Inspection;

- (c) Notwithstanding clause 21, discharged Tenants that occupy a MCA Residence under a State or Territory residential tenancy agreement do not have access to the Defence complaints resolution process. In these instances the complaint resolution process relevant to the State or Territory applies.

## **23. Acknowledgement**

By signing below the Tenant acknowledges that:

- (a) the Tenant has read this MRA (including Annexure A, B (if applicable) and C) and agrees to be bound by all of its provisions; and
- (b) DHA has entered into this MRA in its own right and, in respect of the matters set out in clause 23(c), in its own right and as agent of Defence;
- (c) Defence is entitled under this MRA to the benefit of the Tenant's acknowledgements, authorisations and agreements under clauses 5, 8, 13, 14, 16, 17, 18 and 20 and 21.
- (d) DHA is entitled to recover NFWT from the Tenant in accordance with clause 13(d).

**Signed, sealed, delivered and executed as a Deed**

***The Tenant***

*Signature*

*Date*

***DHA's authorised signature (See Note above)***

Full Name

Designation

Date

***Witness***

*Signature*

*Full Name*

*Date*

## ANNEXURE A – TENANT RESPONSIBILITIES

House Feature	Ongoing Condition Requirement	Non-Fair Wear & Tear
Doors and Windows	<p>To be maintained in good order and condition.</p> <p>Windows and window tracks within 1.8m high are to be regularly cleaned. (For windows or window tracks over 1.8 metres, please contact DHA's maintenance call centre)</p> <p>All doors and windows are to hang or slide correctly, be fully intact and fully operable.</p>	<ul style="list-style-type: none"> <li>• Holes, gouges and scratches;</li> <li>• Repeated glass breakages; failure to clean windows and window tracks within 1.8m high.</li> </ul>
Locks, Latches, Keys and Remote controls	<p>To be maintained in operable condition.</p> <p>On vacation keys and remote controls used by the Defence Tenant or Permitted Occupants, including any additional keys purchased by the Defence Tenant or Permitted Occupants are to be placed on the DHA key holder and placed in the top kitchen drawer.</p> <p>Remote batteries are to be replaced if required.</p> <p>Entry keys are to be left in the lockbox on vacation or as otherwise advised by DHA</p>	<ul style="list-style-type: none"> <li>• Failure to replace keys and remote controls lost during the occupancy or on vacation is considered NFWT.</li> </ul> <p>If you lock yourself out of your home and access is required a NFWT charge will apply.</p>
Window Coverings: Blinds Curtains Vertical Drapes	<p>To be operable and clean.</p> <p>Deterioration due to age or exposure is considered as Fair Wear Tear (FWT)</p>	<ul style="list-style-type: none"> <li>• Dirty blinds requiring cleaning or replacement; and</li> <li>• Damage to any window coverings, including broken or missing chains and weights.</li> </ul>

<b>House Feature</b>	<b>Ongoing Condition Requirement</b>	<b>Non-Fair Wear &amp; Tear</b>
Security Screens, Security Doors and /or Insect Screens	<p>To be maintained in good order and condition. Doors are to hang correctly and be fully intact and operable.</p> <p>Deterioration due to age or exposure is considered FWT.</p>	<ul style="list-style-type: none"> <li>• Damage to security screens, security doors and/or insect screens including pet damage to doors or screens and holes or tears in screen material.</li> <li>• Damaged caused by forced entry when occupant is locked out of the property.</li> <li>• Attempted break and enter damage not immediately reported to police and DHA.</li> </ul>
Lights and Light Fittings	<p>All broken and blown bulbs, fluorescent tubes and starters are to be replaced (with like for like, eg energy efficient bulbs). Light shades and fittings are to be maintained in good order and condition and free of insects and dust.</p> <p>Damaged shades are to be repaired or replaced with the equivalent standard of shade.</p> <p>Deterioration due to age or exposure is considered FWT.</p> <p>(For light bulbs, shades and fittings over 1.8 metres, please contact DHA's maintenance call centre)</p>	<ul style="list-style-type: none"> <li>• Failure to replace broken and blown light bulbs, starters and fluorescent tubes (with like for like, eg energy efficient bulbs); and</li> <li>• Failure to clean light shades and light fittings that can be reached using a STD 1.8m step ladder in good order and condition.</li> </ul>

<b>House Feature</b>	<b>Ongoing Condition Requirement</b>	<b>Non-Fair Wear &amp; Tear</b>
Cupboards, Servery, Bench Tops and Shelving	<p>Fittings are to be intact and fully operable. Doors are to hang and close correctly. Vents, cupboards and shelves are to be kept clean and free of odours.</p> <p>Cuts, burns, gouges, dents and marks are to be reported to the HMC promptly, to enable repairs to be arranged. Servery, bench tops and shelving are to be clean and kept free of grease and grime.</p> <p>Deterioration due to age or exposure is considered FWT.</p>	<ul style="list-style-type: none"> <li>• Failure to remove non standard fittings;</li> <li>• Cuts, burns, gouges, dents and marks; and</li> <li>• Failure to remove Non standard coverings and adhesives.</li> </ul>
Built-In Appliances: Stoves/Cook Tops and Ovens Air Conditioning Dishwashers Microwaves Range hoods Garbage Disposals Clothes Dryers Heaters Ceiling Fans	<p>Appliances are to be kept clean, intact and fully operable. All damage and inoperative appliances are to be reported promptly to the HMC for repair by a licensed tradesperson.</p> <p>Stoves, range hoods, cook tops and ovens are to be cleaned on a regular basis particularly in regard to build up of grease and fat. Garbage disposal units need regular use to remain free of build up of food and fats etc.</p> <p>Repairs or replacement due to age or appliance failure and deterioration due to age or exposure is considered FWT.</p>	<ul style="list-style-type: none"> <li>• Damage caused by build up of grease, dust, mould and/or fat; and</li> <li>• Failure to replace broken or missing appliance accessories (e.g. oven racks and microwave base plates).</li> </ul>
Wet Areas: Bathroom	Wet areas are to be kept free of mould and soap scum. Plugs, tiles, vanity units, mirrors, exhaust fans,	<ul style="list-style-type: none"> <li>• Mould and soap scum;</li> <li>• Blocked drains (unless due to</li> </ul>



<b>House Feature</b>	<b>Ongoing Condition Requirement</b>	<b>Non-Fair Wear &amp; Tear</b>
Kitchen Laundry Ensuite Exhaust fans	<p>handbasins, troughs and cabinets are to be kept clean and fully intact.</p> <p>Broken shower screens, soap holders, towel rails and toothbrush/toothpaste holders are to be replaced. Deterioration due to age or exposure is considered FWT.</p> <p>Drains are to be cleaned, disinfected and deodorized. Non standard coverings and adhesives are to be removed and fittings restored if introduced by the vacating Defence Tenant or Permitted Occupants. Plugs for baths, basins, kitchen sinks and laundry tubs are to be replaced if lost.</p>	<p>tree roots);</p> <ul style="list-style-type: none"> <li>• Broken tiles, fittings and accessories (excluding deterioration due to age or exposure);</li> <li>• Cigarette burns;</li> <li>• Loss or damage to plugs; and</li> <li>• Failure to remove non standard fittings.</li> </ul>
Floor Coverings: Carpet Vinyl Slate Tiles Wooden Floorboards Linoleum See Pets	<p>Carpets are to be kept clean (regular steam cleaning is recommended). Non carpeted floor areas are to be kept swept and clean.</p> <p>All skirting boards and door stops are to be secure. All nails, staples, fastenings and additional floor coverings added by the Defence Tenant or Permitted Occupants are to be removed on vacation and surfaces repaired as necessary.</p>	<ul style="list-style-type: none"> <li>• Staining and water or fluid damage; and</li> <li>• Gouges, tears, chips, heavy indentations and scratches to hard flooring surfaces (non carpeted).</li> </ul> <p>The life and condition on occupation of the covering and any fair wear and tear will be taken into account when determining the NFWT charge to be applied. The cost of Professional Carpet Cleaning on vacation is a Defence Tenant responsibility And a copy of the receipt must be provided to DHA</p>

<p>Walls and Ceilings</p>	<p>Ceilings and walls are to be kept clean and free of mould. All cobwebs are to be removed from internal and external walls. Report all cracks and holes to your HMC.</p> <p>Use only picture hooks and NOT nails. A reasonable number of picture hooks may be fitted: eg, an average of one per metre of wall length would be considered reasonable. Such picture hooks should not be removed on vacation as this can cause damage to wall materials and paint work.</p> <p>Non standard fittings or implements should not be fitted as their removal may cause damage leading to a NFWT charge.</p>	<ul style="list-style-type: none"> <li>• Excessive number of hooks and non standard items (e.g. nails) not removed;</li> <li>• Damage caused by the removal of picture hooks and non standard items by the Defence Tenant or Permitted Occupants; and</li> <li>• Cobwebs on internal and external walls and ceilings (if within 1.8m high) on vacation.</li> </ul>
<p>Gates, Fences, Garage Doors and Letter Box</p>	<p>Gates and doors are to hang correctly and be fully intact. Fencing is to remain fully intact. Letter box is to remain in good condition. No installation of structures or alterations to fencing or gates may be made without the written consent of DHA.</p> <p>Vandalism or deterioration due to age or exposure is considered FWT.</p>	<p>Damage, including:</p> <ul style="list-style-type: none"> <li>• Dents, knocks or scrapes to letterboxes, fences or garage doors.</li> <li>• Structural damage to fences or gates (including latches and hinges) from excessive force, pressure or weight.</li> </ul>
<p>Pests</p>	<p>The premises are to be kept free from ants, rats, mice, silverfish, cockroaches, fleas and other vermin.</p> <p>After the first six weeks of occupation, the Defence Tenant is responsible for:</p> <ul style="list-style-type: none"> <li>• Eradication of infestations. The presence of a small number of</li> </ul>	<p>Failure to keep the premises free from pests in accordance with the Defence Tenant's responsibility.</p>

	<p>spiders, ants and cockroaches are not regarded as infestations;</p> <ul style="list-style-type: none"> <li>• Spraying for fleas and other pests introduced by pets (see Pets); and</li> <li>• ensuring the Service Residence is free of pests on vacation.</li> </ul> <p>DHA is responsible for control and eradication of pests:</p> <ul style="list-style-type: none"> <li>• that threaten the residence (eg termites, carpet beetles);</li> <li>• where infestation occur due to plague movements (with the identification of a plague being determined by local government authorities); or</li> <li>• where the infestation is identified within six weeks of a Service Residence being occupied.</li> </ul>	
Gutters, Downpipes and Eaves	<p>Lowset gutters and downpipes are to be kept clean and free of leaves and other debris. Gutters and downpipes are to be fully operable. Eaves are to be kept clean and free of cobwebs.</p> <p>(For gutter cleaning over 1.8 metres, please contact DHA's maintenance call centre)</p>	<ul style="list-style-type: none"> <li>• Failure to clean gutters and downpipes that can be reached by using a STD 1.8m step ladder; and</li> <li>• Damage caused by blocked gutters or downpipes.</li> </ul>
Grounds and Gardens	<p>Lawns and gardens are to be kept watered, (having regard to the regional conditions and local water restrictions), tidy and substantially free from weeds.</p> <p>Grounds are to be kept free from fire hazards at all times. Lawns are to be mowed and edged and shrubs are to be trimmed frequently. Grounds and under house areas are to be kept free from</p>	<ul style="list-style-type: none"> <li>• Grounds damaged by neglect are to be restored to the condition at occupation;</li> <li>• Grounds damaged by cars, trailers and recreational equipment including children's play equipment, pools and aviaries;</li> <li>• Removal of inappropriately</li> </ul>

	<p>rubbish, refuse and animal droppings.</p> <p>Shrubs and trees are to be trimmed back from the house, gutters, clothes lines and pathways and garages. All debris, garden clippings and household rubbish is to be removed.</p> <p>Damage to landscaping, including turf, sprinkler systems and fences are rectified.</p> <p>Water seeking plants, eg umbrella trees, rubber trees or pencil willows are not to be planted. Large species of plants and or/trees are not to be planted so as to threaten the property or any neighbouring properties. No poisonous or noxious species of plants and/or trees are to be planted.</p> <p>Premises located in tropical areas – shrubs growing close to the building are to be cut back to 30 centimetres below the bearer height.</p>	<p>planted tree or plant species.</p> <ul style="list-style-type: none"> <li>• Rubbish and refuse not removed; and</li> <li>• Trees and shrubs not cut, where the cutting points is 2.5m or lower, and/or debris not removed.</li> </ul> <p>Grounds are to be mowed 2 to 3 days prior to vacation.</p>
Drains and Drainage	Natural drainage is not to be impeded by any structures, gardens or any activity of the Defence Tenant or Permitted Occupants. Surface drains, grates and drainage pits are to be kept clean.	Failure to rectify drainage problems attributed to the Defence Tenant or Permitted Occupants.
Paths and Driveways	To be kept in a clean condition.	Failure to clean oil stains, tyre marks, moss and watermarks.
Power Points and Switches	Power points and switches are to be repaired or replaced only by a licensed electrician. If damaged, contact your HMC to arrange for an approved tradesperson to carry out the required works.	Damage to power points or switches, excluding failure of those items.

	Deterioration due to age or exposure is considered FWT.	
Clothes Lines and Clothes Hoists	To be kept in good order. If damaged, contact your local HMC to arrange for repair or replacement. Regular oiling of the winding mechanism is a Defence Tenant responsibility.  Deterioration due to age or exposure is considered FWT.	Bent arms and/or stays.
Smoke Detectors	To be kept in good order. Batteries are to be tested in accordance with operating instructions and maintained during the term of the MCA Residential Agreement and at time of vacation.  Deterioration due to age or exposure is considered FWT.	Failure to replace batteries. Batteries may be tested at the pre-vacation inspection.
Garbage Bins	To be kept clean and secure. On vacation bins must be emptied washed out and disinfected.	Failure to: <ul style="list-style-type: none"> <li>• maintain security of bins</li> <li>• pay for replacement costs for bins that may be levied on the Defence Tenant by the local council depending on the circumstances;</li> <li>• empty, clean and secure bins on vacation.</li> </ul>

## **ANNEXURE B – SHARED TENANCY (IF APPLICABLE)**

### **1. Sharing an MCA Property**

- 1.1 A Defence member may share an MCA property with another Defence member on approval from DHA.

### **2. Rent Contributions**

- 2.1 The tenants must inform DHA of any changes or proposed changes to sharing arrangements (ie. when a tenant would like to request DHA approval to share an MCA property) as soon as the tenants become aware of them.
- 2.2 Where a non-sharing Tenant, with DHA's approval, begins to share with another entitled Defence tenant, DHA will organise to adjust the rent.
- 2.3 Where two tenants share the MCA Property and one tenant vacates, the following arrangements will apply:
- (a) The remaining tenant has 28 days from the date that the other tenant vacates to find another entitled tenant to share the MCA Property.
  - (b) During this 28-day period, the remaining tenant will continue to pay the shared contribution rate.
  - (c) After 28 days, if the tenant has not found an entitled tenant to share the MCA Property, then he/she will be regarded as non-sharing and be required to pay the full contribution or elect to move at his/her own expense.
  - (d) If the remaining tenant elects to move, the tenant must give 28 days prior written notice to DHA. The remaining tenant may choose to give this notice of their intent to vacate at the same time that the other tenant vacates the MCA Property.

### **3. Tenancy responsibilities**

- 3.1 Each tenant occupying the MCA Property, including an incoming tenant occupying in a shared capacity during an existing tenancy, must read, sign and adhere to the MRA, including Annexure A B and C.

### **4. Possession**

- 4.1 Where two tenants share the MCA Property, the obligation for DHA to give, and the tenant to return, possession of the MCA Property under the MRA is subject to the rights of the sharing tenant to occupy the MCA Property. For the purposes of a vacating tenant, it is sufficient for the tenant to vacate and remove all personal possessions from the MCA Property.

**5. Vacation of MCA – Tenant Charges**

- 5.1 Where two tenants are sharing the MCA Property, and one, or both, intend to vacate, both tenants must attend a pre vacation inspection and/or a final inspection with DHA.
- 5.2 The tenants acknowledge and agree that the tenant responsible for any NFWT will be liable for the NFWT (see **clause 13(b)** of the MRA). Where this cannot be established, each Tenant will be liable for the NFWT in equal shares.
- 5.3 Where the MCA Property is carpeted and is fully vacated, the tenant/s will be required to arrange and pay for professional carpet cleaning for all internal carpeted floor areas. A copy of the receipt must be provided to DHA.

**6. Vacation of MCA – Cleaning**

- 6.1 Where two tenants share and both vacate at the same time, they will be required to clean to the standard detailed in Annexure C of this Agreement.
- 6.2 Where two tenants share and one tenant vacates, the vacating tenant will be required to clean their bedroom and bathroom to the standard detailed in Annexure C of this Agreement. The tenants should negotiate between themselves as to reasonable cleaning of the shared facilities of the MCA Property (e.g. kitchen, living areas).

## **ANNEXURE C – VACATE RULES**

The following information outlines requirements of a Defence member on the vacation of an MCA property.

### **Keys**

All keys must be returned to the local DHA office or placed in the lock box located at your property, as directed by your Property Manager.

**NOTE:** The HMC does not hold spare keys to the property. You will be responsible for the cost of replacement keys and any labour expense if they are not left as instructed when you move out.

### **Standard of cleaning on vacation - Detailed Cleaning Guide**

#### **Walls, Ceilings, Skirtings, Cornices, door frames and window frames**

- All internal wall surfaces, ceiling, skirtings, cornices and frames to be completely washed down to remove all traces of dirt, dust mildew and grime

#### **Internal Floors**

- All internal carpeted floor areas are to be professionally cleaned following your uplift. The arrangement and cost of Professional Carpet Cleaning on vacation is a Defence Tenant responsibility and a copy of the receipt must be provided to DHA.
- All non carpeted floors must be vacuumed or swept, then mopped, paying particular attention to bathroom, ensuite, laundry and Kitchen. Floors must be cleaned of all traces of dirt, dust, mildew and grime.

#### **Light fittings, GPO's, Smoke Detectors, Fans and fan switches**

- These should be wiped over to remove all grease, grime and other matter with a dry cloth. Stubborn marks can be removed with a light spray of cleaning product on the cloth.
- Never spray directly on GPO's, smoke alarms or light switches.
- Fans should be cleaned to remove dirt, dust and mildew. All blown light bulbs are to be replaced.

#### **Windows, Doors and screens, frames, sills including tracks, mirrors**

- Windows or louvres should be cleaned to remove all dirt, dust, mildew and grime Windows are required to be cleaned internally and externally where possible to meet the standard.
- Screens must also be wiped down internally and hosed as part of the external clean if possible. Mirrors are to be cleaned with no apparent streaks remaining.
- All window tracks and window sills must be cleaned to remove all traces of dirt, dust, mildew and grime.



- All external facing doors must be cleaned to remove all traces of dirt, dust and mildew.

### **Window Furnishings**

- Curtains are required to be vacuumed to remove dust, and spot cleaned as required. If heavily stained, professional dry cleaning may be required – your Property Manager can advise further. Vertical blinds should be cleaned to remove all traces of dirt, dust, mildew, marks or stains, paying particular attention to the bottoms which can become heavily soiled from window ledges. At times, if heavily marked, professional cleaning may be required. Never use bleach or similar as this will discolour the fabric – always read the label of the product you are using first.
- Venetians or similar should be cleaned with a damp cloth to remove dust, dirt, mildew and grime.
- Clean all Window furnishing tracks and cords accordingly.

### **Window and Door furnishings**

- Door knobs, plates and locks should be cleaned to remove all traces of dirt, dust, mildew and grime.

### **Bathrooms, Ensuites and Toilets**

- As part of your normal clean, your wet areas must be kept free of mildew, mould and any dirt or dust build up. For your final clean occasionally more than one application is required to bring it to the required standard. Allow yourself several days if your wet areas are heavily marked or stained or mildewed. You will be separately tenant charged for these items if they are not to standard.
- It is important to note, that as these areas are sanitary areas, the use of a quality household cleaning product is required for wiping down all surfaces including shower recess, baths/spas, floor tiles, vanities, tap-ware, toilet seat and lid, cisterns and bowls.

### **Kitchen**

- All appliances and associated parts are to be cleaned thoroughly as directed by your property manager to remove all signs of grease, grime or carbon deposits internally or externally. All traces of cleaning product must be removed. Some appliances, such as ovens, may require additional application of product so ensure you have left sufficient time to do so. Clean around all appliances to remove any dust or other build up as necessary.
- You must also ensure that your benches, cupboards, sink, taps, plugs and plugholes have been adequately cleaned to remove all traces of dirt, grease, and grime from cupboards, door handles and other surfaces in this room.

### **Air-conditioner or heater filters, dryer lint collectors.**

- All filters within your home are required to be cleaned prior to uplift. Most filters can be easily removed and cleaned with a damp cloth or under a tap.
- For air-conditioners, the entire surface, include the front grill of the appliance must be wiped clean to remove dirt, dust and mildew.

- For combustion heaters, you are required to wipe externally clean and the ash and soot swept out internally. Other heaters to be wiped clean externally.

### **External**

- Patios, Garages, Carports, paths and driveways should be cleaned to remove any mould/mildew, oil, grease or other staining. Pressure cleaning is, at times, the best method to remove such marks. Ask your Property Manager for advice if unsure.
- All cobwebs and nests must be removed from the external of the property.
- Gutters are required to be cleaned on lowset properties only and all stormwater collectors are required to be free of debris.
- If applicable, gardens should be weed free, be neat and trimmed away from the gutter line on lowset properties.
- All rubbish is to be removed from internal and external of property. Bins are to be thoroughly cleaned and disinfected to remove all traces of dirt, food scraps, grease and grime and placed in the garage.

### **General Cleaning Advice**

Tenants are reminded to clarify any cleaning requirements with their Property Manager during the Pre-vacation inspection. You will be charged for any items which do not meet the full Annexure C cleaning standard. Use quality domestic cleaning products throughout the property as directed for best results. If you need further advice, please ask. DHA can recommend cleaners for you if you would prefer.