



Defence Housing
AUSTRALIA

**Defence Housing Australia
Residence Agreement (DRA)**

June 2013

1. Background

- (a) Defence Housing Australia (DHA) provides housing to persons including:
 - (i) members of the Australian Defence Force; and
 - (ii) employees of the Department of Defence (DOD), in accordance with DHA’s statutory functions and a services agreement between DHA and Defence.
- (b) The legal basis for this DRA is set out in a Ministerial Direction, titled *Defence Housing (Uniform Residence Agreement) Direction* dated 27 July 2009. This Direction is a federal legislative instrument. Further, the Department of Defence (**Defence**) have approved the terms of this DRA.
- (c) The Service Member is entitled to housing as a result of the Service Member’s employment or engagement by Defence. DHA’s function under the *Defence Housing Australia Act 1987* (Cth) is to provide housing and related services to Service Members in order to meet the requirements of Defence.
- (d) The ADF Pay and Conditions Manual (**PACMAN**) sets out the Service Member’s entitlement to housing for so long as they remain a Service Member. Signing and agreeing to this DRA is a condition of occupying this Service Residence. The relevant “**Service Member**” for this DRA is listed in Clause 2 below.

2. Service Member Details

1. Family Name	s 47F
2. Given Names	s 47F
3. Rank or Title	
4. Employee ID and Service Number	s 47F
5. Service	<input checked="" type="checkbox"/> NAVY <input type="checkbox"/> ARMY <input type="checkbox"/> AIR FORCE <input type="checkbox"/> OTHER: (please specify basis of engagement by Defence)

3. Service Residence

DHA grants to the Service Member, the right to occupy the property known as:

Unit Property Registration Number (UPRN): [Redacted] Full Address: [Redacted] (the “ Service Residence”)
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on the terms and conditions contained in this DRA.

4. DHA Contact Details

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

**DHA's local address: Level 13/2-12 Macquarie Street
Parramatta NSW 2150**

5. Rent and Water Contributions

- (a) The Service Member agrees that the applicable Rent and Water Contributions will be deducted from the Service Member's salary by Defence as indicated under clause 5(b), for the term of the DRA. The Service Member authorises Defence to deduct these amounts from the Service Member's salary. DHA will inform Defence when the contributions are to commence.
- (b) The starting Rent Contribution and Water Contribution for the Service Residence will be \$**out of scope**] fortnightly (Rent Contribution) and \$**out of scope**] fortnightly (Water Contribution) from **out of scope**] (Commencement Date).
- (c) The Service Member's Rent and Water Contributions in clause 5(b) have been determined in accordance with the relevant Defence Ministerial Determination (**Determination**), which is reproduced **PACMAN**.
- (d) The Service Member must notify DHA of a promotion or change in employment status that may impact the amount of contribution deducted from the member's pay.

Note: The Service Member does not pay rent to DHA under this DRA. Defence pays DHA market rent in respect of the Service Residence and the Service Member makes a contribution to Defence via their Rent Contribution.

6. Service Member Responsibilities

- (a) Annexure A to this DRA and the DHA's Tenant Handbook (as amended from time to time) provides guidance about Service Members' responsibilities. By signing this DRA the Service Member acknowledges receipt of the Tenant Handbook and agrees to comply with its terms. To the extent that any inconsistencies exist between the Tenant Handbook and this DRA, the terms and conditions within this DRA will take priority.
- (b) In particular, the Service Member must:
 - (i) keep the Service Residence (including the grounds) clean and tidy and in essentially the same condition as at the Commencement Date, other than fair wear and tear as described in Annexure A to this DRA and the Tenant Handbook;
 - (ii) not damage (whether intentionally, carelessly or otherwise) or allow their permitted occupants¹ to so damage the Service 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

¹ See definition in Clause 6 (c)

- by the Service Member or permitted occupants to comply with any of the terms of this DRA;
- (iii) comply with responsibilities as detailed in Annexure A to this DRA and the Tenant Handbook;
 - (iv) notify DHA promptly of any damage to the Service 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; and
 - (vi) notify DHA if the Service Residence is likely to be unoccupied for more than 30 days.
- (c) The Service Member is responsible for the actions or omissions of permitted occupants in respect of the Service Residence and must ensure that permitted occupants act consistently with the requirements placed on the Service Member under this DRA. For the purposes of this DRA "**permitted occupants**" means the Service Member's recognised dependants and any other person that the Service Member, have permitted into the Service Residence.

7. Condition Report

- (a) DHA and the Service Member have inspected the Service Residence during the Welcome Visit and recorded the condition of the Service Residence, including its cleanliness, its state of repair.
- (b) The results of the inspection have been recorded in the Condition Report.
- (c) The Service Member must sign a copy of the Condition Report at the time of the Welcome Visit.
- (d) If the contents of the signed Condition Report are agreed to by DHA, then DHA will sign the Condition Report and return a copy to the Service Member.
- (e) If the contents of the signed Condition Report are not agreed to by DHA at the time of the Welcome Visit, DHA and the Service Member will attempt to resolve the issues. If required, DHA and the Service Member must attend a further visit to the Service Residence to settle the Condition Report.
- (f) If resolution cannot be achieved at that further visit, then either the Service Member or DHA, may refer the matter for resolution as described in clause 20.

8. Change in Contributions to Defence

- (a) The Rent and the Water Contributions may be varied as the relevant Minister determines.
- (b) If there is any inconsistency between a rate set by the Determination and the contributions deducted from the Service Member's salary under clause 5(a), the rate set by the determination will prevail.
- (c) If the Service Member's employment or engagement status changes so that the contributions deducted from the Service Member's salary under clause

5(a) do not reflect the contributions specified by the Determination for a Service Member of that status, the contributions will be increased or decreased in accordance with the Determination. After notification of a change in the Service Member's employment status, DHA will inform Defence of the new Rent and Water Contributions payable by the Service Member.

- (d) Where as a result of an inconsistency or change referred to in clause 8(b), or 8(c), an incorrect deduction from the Service Member's salary has occurred, the Service Member:
- (i) will be entitled to reimbursement from Defence of any overpayment of Rent or Water Contribution; or
 - (ii) must pay Defence any underpayment of Rent or Water Contribution.

Any adjustment under this clause will be made by way of a salary variation. The Service Member will be notified by Defence three pay periods prior to any deduction from their salary.

- (e) If the Service Residence is damaged by causes outside the Service Member's reasonable control and that damage substantially affects the Service Member's use or amenity, the Rent Contribution may be reduced until the Service 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 Service Member. The amount of the reduction of the Rent Contribution will be decided by the Defence Directorate of Entitlements.

9. Permitted Use

9.1 Use for private residence

- (a) The Service Member may only use the Service Residence as a private residence for the Service Member, their dependants and permitted occupants.
- (b) DHA warrants that the Service Residence is fit for such use as a residence and that there is no legal impediment to the occupation of the Service Residence for residential purposes by the Service Member.
- (c) The Service Member must obtain written approval from DHA before allowing any person other than the Service Member, permitted occupants and their recognised dependants to reside in the Service Residence for a period in excess of 28 days.

9.2 Use of Service Residence for home business

The Service Member or their adult recognised dependants may conduct a home business from the Service Residence only if:

- (a) the Service Member has obtained written approval from DHA;
- (b) the Service Member has obtained all necessary consents from the applicable public authorities;
- (c) the Service Member complies with any conditions DHA may place on the approval; and
- (d) the Service Member ensures that appropriate insurances are taken out, including public liability insurance prior to commencement of such business.

10. No Transfer of Agreement

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

11. Possession

At the Commencement Date, the Service Residence must be in a clean condition and DHA will allow the Service Member to use and occupy the Service Residence without unreasonable interference.

12. Repair, Maintenance and Damage to the Service Residence

- (a) DHA will undertake repairs, maintenance and rectification of the Service Residence, unless the Service Member is required to do so under this DRA. 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 after notification, unless the circumstances are outside DHA's or its contractor's reasonable control.
- (b) The Service Member is liable for any identified NFWT unless the Service Member proves the NFWT was not caused by the Service Member, permitted occupants or by a breach of this DRA by the Service Member.
- (c) The Service Member may elect to rectify any NFWT for which the Service Member is liable, but must do so to a professional standard as specified by DHA and restore the Service Residence to essentially the same condition as at the Commencement Date.
- (d) If the Service Member does not rectify the NFWT in accordance with clause 12(c), DHA may do so and the Service Member must reimburse Defence (or DHA if so notified) for the cost of repairing such damage. When requested, the Service Member must sign a written Tenant Acknowledgment Form (TAF) in respect of any unrepaired NFWT.
- (e) If NFWT is identified, Defence and DHA are entitled to assume that it is attributable to the Service Member under clause 6, unless the Service Member can demonstrate to a reasonable case to the contrary.
- (f) The Service Member acknowledges and agrees that if he/she breaches this DRA and/or fails to pay for NFWT, this may result in a refusal to provide a Service Residence to the Service Member in the future.

13. Obligations relating to use

13.1 General

The Service Member must comply with the mandatory occupancy rules set out in clause 13.2.

13.2 Mandatory occupancy rules

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

The Service Member must avoid any disturbance, nuisance or annoyance to neighbours whether by noise, behaviour, obstruction or other actions on the part of the Service Member 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 Service Residence is part of a strata or similar title scheme, the Service Member 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 Service Member must not use any means of lighting (emergency lighting excepted), or heating in the Service Residence other than by electricity, gas, central heating or, as otherwise provided by DHA in the Service Residence.

(d) **Animals**

The Service Member must:

- (i) obtain all necessary approvals (including Strata, Council and DHA) prior to bringing animals into the Service Residence, upon commencement or during the occupancy;
- (ii) keep such animals clean, under control, and restrained so as to prevent damage to the Service Residence and landscaping and to avoid causing a nuisance to neighbouring residents;
- (iii) keep all animals in accordance with all local government regulatory and strata scheme requirements and those requirements set out in the Tenant Handbook and Annexure A to this DRA; and
- (iv) the Service Member indemnifies Defence and DHA against any liability arising from any injury, property damage or liability arising out of or as a consequence of the keeping of any animal on the Service Residence.

13.3 Alterations, Decorating and Compliance with Conditions

(a) **Alterations**

The Service Member must not, without DHA's prior written consent:

- (i) permit any alterations or additions to be carried out to the Service 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 (other than paddling pools up to 30 cm depth), spas, cable television equipment or satellite antennas.

(b) **Alterations to security devices**

The Service Member must not, without DHA's prior written consent, alter, remove or add or permit alteration, removal or addition of any lock or security device unless in an emergency.

(c) **Decorating**

The Service Member must not, without DHA's prior written consent, mark, deface, paint or otherwise alter any part of the Service Residence.

(d) **Compliance with conditions**

If DHA provides prior written consent to the Service Member to carry out alterations, the Service Member must comply with any conditions set out in that prior written consent.

13.4 Additional Rules and Regulations

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

14. Insurance

- (a) It is the Service Member's responsibility to insure their contents and cover their own liability risks in the event that a person is injured on or about the Service Residence and to cover damage that may be caused by failure or improper use of appliances or equipment belonging to the Service Member. Defence's and DHA's public liability insurance arrangements **do not** cover a Service Member's contents or own liability risks.
- (b) The Service Member must deliver to Defence or DHA adequate written evidence of the existence and contents of each insurance policy and of its currency when reasonably required by Defence or DHA.

15. Payment for services

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

16. Right of Access

- (a) Either DHA or Defence (or others authorised by DHA or Defence) may enter the Service 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 Service Member has an obligation to provide Defence and DHA (or others authorised by Defence or DHA) with access in accordance with clause 16(a) provided Defence or DHA gives the required period of notice.
- (c) Where possible, entry will be undertaken only between standard business hours on business days.

17. Personal Information

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

18. Termination, Vacant Possession and Breach

- (a) The Service Member acknowledges that :
- (i) they are only entitled to occupy the Service Residence for so long as the Service Member is entitled to do so under the terms of their engagement with Defence; and
 - (ii) only for so long as they are so engaged by Defence.
- (b) DHA may terminate this DRA:
- (i) by giving 28 days notice, if the Service Member breaches any of the provisions of this DRA ; or
 - (ii) if the Service Member ceases to be eligible to occupy a Service Residence; or
 - (iii) by giving 28 days written notice to the Service Member.
- (c) The Service Member may terminate this DRA:
- (i) by giving DHA a minimum of 28 days' notice of termination; or
 - (ii) where the Service Member is given less than 28 days' notice of a posting by Defence, such lesser period of notice as is reasonable in the circumstances.

This termination may be made by written notice to DHA or by lodging an application for relocation.

- (d) Where DHA considers the Service Residence to be destroyed or rendered uninhabitable, either DHA or the Service Member may terminate this DRA by:

- (i) in the case of the Service Member – 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 DRA by the Service Member 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 DRA under Clause 18 (b).
- (f) At the end of the DRA:
- (i) the Service Member must give DHA vacant possession of the Service Residence.
 - (ii) the Service Member must give up the Service Residence to DHA in good order and in a clean condition in accordance with the Farewell Kit and in essentially the same condition as at the Commencement Date (fair wear and tear excepted) in accordance with this DRA, Annexure A and the Tenant Handbook;
 - (iii) DHA and the Service Member must undertake a pre-vacation inspection and/or final inspection to verify the condition of the Service Residence and to obtain the Service Member's acknowledgement for any NFWT by completing a Tenant Acknowledgement Form (TAF);
 - (iv) where the Service Member disputes a NFWT charge, the Service Member must sign and annotate the TAF and complete a Tenant Dispute Form; and
 - (v) DHA will inform Defence when the Rent and Water Contributions applicable to the Service Residence are to cease.
- (g) On the Service Member's vacation of the Service Residence, DHA will arrange for carpet cleaning. The Service Member agrees that the full cost of carpet cleaning will be deducted from the Service Member's salary by Defence.
- (h) Defence (or DHA if so notified) will invoice the Service Member for any other NFWT charges that are due or acknowledged on the TAF (Refer to 'Paying a Debt to Defence' in the Tenant Handbook).
- (i) Where a Service Member or their recognised dependants or permitted occupants continue to occupy the Service Residence following the termination of this DRA, and no new residential tenancy agreement has been signed by DHA and the Service Member in respect of the Service Residence:
- (i) the Service Member will be unlawfully occupying the Service Residence; and
 - (ii) DHA reserves the right to commence proceedings in any tribunal or court of competent jurisdiction to evict the Service Member and/or their recognised dependants and permitted occupants from the Service Residence.

19. Conditions that apply if termination or vacant possession arrangements are not met

- (a) If this DRA has been terminated, the Rent and Water Contributions will cease, subject to clause 18, on the expiration of the applicable notice period or, if the Service Member is posted, from the last day of the Service Member's occupation before moving into temporary accommodation.
- (b) The Service Member must continue to pay the Rent and Water Contributions until vacant possession is given.
- (c) If the Service Member vacates the Service Residence without giving prior notice, the Service Member agrees to pay to Defence (in lieu of notice) an amount equivalent to 28 days' Rent and Water Contributions. The Service Member authorises Defence to deduct this amount from the Service Member's pay.

20. Complaint Resolution

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

21. Extension of Occupancy Beyond Discharge Date

- (a) Subject to this clause 21, the Service Member and their permitted occupants cannot occupy a Service Residence under this DRA beyond their discharge date or where they are no longer eligible. If the Service Member wishes to occupy a Service 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 Service Member 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 Service Member and their permitted occupants must vacate the Service Residence on or before the Service Member's discharge date.

- (b) When considering a request for extension of occupancy pursuant to a request made under clause 21(a), DHA will take into consideration the future requirement for the Service Residence and the condition of the property at the Pre-Vacation Inspection;
- (c) Notwithstanding clause 20, discharged Service Members that occupy a Service 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.

22. Acknowledgement

By signing below the Service Member acknowledges that:

- a. the Service Member has read this DRA with DHA (including Annexure A and the Tenant Handbook) and agrees to be bound by all of its provisions; and
- b. DHA has entered into this DRA in its own right and, in respect of the matters set out in clause 22(c), in its own right and as agent of Defence;
- c. Defence is entitled under this DRA to the benefit of the Service Member's acknowledgements, authorisations and agreements under clauses 5, 8, 12, 13.2(d)(iv), 16, 17, 18 (g), 18 (h), 19 (c), and 20.

Signed, sealed, delivered and executed as a Deed

The Service Member

Signature

s 47F

Date

out of scope

DHA's authorised signature (See Note above)

s 47F

Full Name

s 47F

Designation

out of scope

Date

out of scope

Witness

Signature

s 47F

<i>Full Name</i>	
	S 47F
<i>Date</i>	
	out of scope

Annexure A – Service Member 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 that can be reached using a standard 1.8m step ladder are to be regularly cleaned. (For windows or window tracks that cannot be cleaned using a 1.8 step ladder 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"> Holes, gouges and scratches; Repeated glass breakages; <p>failure to clean windows and window tracks that can be reached using a standard 1.8m step ladder.</p>
Locks, Latches, Keys and Remote controls	<p>To be maintained in operable condition.</p> <p>On vacation keys and remote controls used by the Service Member or permitted occupants, including any additional keys purchased by the Service Member or permitted occupants are to be placed on the DHA key holder and placed in the top kitchen drawer. Remote batteries are to be replaced if required.</p>	<ul style="list-style-type: none"> Failure to replace keys and remote controls lost during the occupancy or on vacation is considered NFWT. <p>If you lock yourself out of your home and access is required a NFWT charge will apply.</p>

House Feature	Ongoing Condition Requirement	Non-Fair Wear & Tear
	Entry keys are to be left in the lockbox on vacation as advised by DHA.	
Window Coverings: Blinds Curtains Vertical Drapes (Also see Pets)	To be operable and clean. Deterioration due to age or exposure is considered as Fair Wear Tear (FWT).	<ul style="list-style-type: none"> • Dirty blinds requiring cleaning or replacement; and • Damage to any window coverings, including broken or missing chains and weights.
Security Screens, Security Doors and /or Insect Screens	To be maintained in good order and condition. Doors are to hang correctly and be fully intact and operable. Deterioration due to age or exposure is considered FWT.	<ul style="list-style-type: none"> • Damage to security screens, security doors and/or insect screens including pet damage to doors or screens and holes or tears in screen material. • Damaged caused by forced entry when occupant is locked out of the property. • Attempted break and enter damage not immediately reported to police and DHA.
Lights and Light Fittings	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. Damaged shades are to be repaired or replaced with the equivalent standard of shade. Deterioration due to age or exposure is considered FWT. (For light bulbs, shades and fittings over 1.8 metres, please contact DHA's	<ul style="list-style-type: none"> • Failure to replace broken and blown light bulbs, starters and fluorescent tubes (with like for like, eg energy efficient bulbs); • Failure to clean light shades and light fittings that can be reached using a standard 1.8m step ladder in good order and condition.

House		
Feature	Ongoing Condition Requirement	Non-Fair Wear & Tear
	maintenance call centre)	
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"> • Failure to remove non standard fittings; • Cuts, burns, gouges, dents and marks; and • Failure to remove Non standard coverings and adhesives.
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"> • Damage caused by build up of grease, dust, mould and/or fat; and • Failure to replace broken or missing appliance accessories (e.g. oven racks and microwave base plates).
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"> • Mould and soap scum; • Blocked drains (unless due to tree roots);

House Feature	Ongoing Condition Requirement	Non-Fair Wear & Tear
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 Service Member or permitted occupants. Plugs for baths, basins, kitchen sinks and laundry tubs are to be replaced if lost.</p>	<ul style="list-style-type: none"> • Broken tiles, fittings and accessories (excluding deterioration due to age or exposure); • Cigarette burns; • Loss or damage to plugs; and • Failure to remove non standard fittings.
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 Service Member or permitted occupants are to be removed on vacation and surfaces repaired as necessary.</p>	<ul style="list-style-type: none"> • Staining and water or fluid damage; and • Gouges, tears, chips, heavy indentations and scratches to hard flooring surfaces (non carpeted). <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 Carpet Cleaning on vacation is a Service Member responsibility and will be arranged by DHA (see clause 18(e) of this DRA).</p>
Walls and Ceilings	<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</p>	<ul style="list-style-type: none"> • Excessive number of hooks and non standard items (e.g. nails) not removed;

House		
Feature	Ongoing Condition Requirement	Non-Fair Wear & Tear
	<p>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"> • Damage caused by the removal of picture hooks and non standard items by the Service Member or permitted occupants; and • Cobwebs on internal and external walls and ceilings that can be reached using a standard 1.8m step ladder.
<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"> • Dents, knocks or scrapes to letterboxes, fences or garage doors. • Structural damage to fences or gates (including latches and hinges) from excessive force, pressure or weight.

House Feature	Ongoing Condition Requirement	Non-Fair Wear & Tear
<p>Pets</p>	<p>Control and care of pets</p> <p>The Service Member is to seek prior approval from DHA on acquiring any new or additional pets.</p> <p>See Pests</p>	<p>Failure to:</p> <ul style="list-style-type: none"> • remove pet hair from curtains and carpets; • repair carpets and treat slab where there are urine or faeces stains and odours which cannot be removed; • repair walls, curtains/blinds, flyscreens, security screens or scratching of glass panels caused by pets; • repair damage to lawns, fences, lawn/gardens sprinkler systems and external fixtures caused by pets; • arrange internal and external spraying for pests introduced by pets during the occupancy; and • repair all damage to homes including flea and tick infestations.
<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 Service Member is responsible for:</p> <ul style="list-style-type: none"> • Eradication of infestations. The presence of a small number of spiders, ants and cockroaches are not regarded as infestations; • Spraying for fleas and other pests 	<p>Failure to keep the premises free from pests in accordance with the Service Member's responsibility.</p>

House		
Feature	Ongoing Condition Requirement	Non-Fair Wear & Tear
	<p>introduced by pets (see Pets); and</p> <ul style="list-style-type: none"> ensuring the Service Residence is free of pests on vacation. <p>DHA is responsible for control and eradication of pests:</p> <ul style="list-style-type: none"> that threaten the residence (eg termites, carpet beetles); where infestation occur due to plague movements (with the identification of a plague being determined by local government authorities); or where the infestation is identified within six weeks of a Service Residence being occupied. 	
<p>Gutters, Downpipes and Eaves</p>	<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 that could not be performed using a standard 1.8m step ladder, please contact DHA's maintenance call centre).</p>	<ul style="list-style-type: none"> Failure to clean gutters and downpipes that can be reached by using a STD 1.8m step ladder; and Damage caused by blocked gutters or downpipes.

House Feature	Ongoing Condition Requirement	Non-Fair Wear & Tear
Grounds and Gardens (also see Pets)	<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 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>	<ul style="list-style-type: none"> • Grounds damaged by neglect or pets are to be restored to the condition at occupation; • Grounds damaged by cars, trailers and recreational equipment including children’s play equipment, pools and aviaries; • Removal of inappropriately planted tree or plant species. • Rubbish and refuse not removed; and • Trees and shrubs not cut, where the cutting points is 2.5m or lower, and/or debris not removed. <p>In accordance with the Welcome Kit, grounds are to be mowed 2 to 3 days prior to vacation.</p>
Drains and Drainage	<p>Natural drainage is not to be impeded by any structures, gardens or any activity of the Service Member or permitted occupants. Surface drains, grates and drainage pits are to be kept</p>	<p>Failure to rectify drainage problems attributed to the Service Member or permitted occupants.</p>

House		
Feature	Ongoing Condition Requirement	Non-Fair Wear & Tear
	clean.	
Structures and/or Swimming Pools	<p>Not to be installed without the consent of DHA and the local Authority. Fences and gates surrounding pools must be maintained to comply with regulatory requirements. Pools are to be regularly maintained to ensure correct chemical levels and the pool system is to be maintained and kept free of algae and foreign matter.</p> <p>Where a Service Member has approval from DHA to install a pool, it is the Service Member's responsibility to ensure that the proposed alterations and/or installation comply with the relevant Local, State and Federal Regulations and Statutory requirements.</p> <p>All maintenance of any privately installed pool is at Service Member's cost/responsibility.</p>	Failure to return the area back to its original condition.
Garden and/or Lawn Reticulation System See "Pets"	<p>System shall at all times be maintained in good condition. All sprinklers, nozzles and garden sprays are to be kept free and clear of being buried by sand, soil or plants.</p> <p>Deterioration due to age or exposure is considered FWT.</p>	Damage caused by the Service Member to controllers, sprinklers, fittings or wiring.
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	Damage to power points or switches, excluding failure of those items.

House Feature	Ongoing Condition Requirement	Non-Fair Wear & Tear
	<p>tradesperson to carry out the required works.</p> <p>Deterioration due to age or exposure is considered FWT.</p>	
Clothes Lines and Clothes Hoists	<p>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 Service Member responsibility.</p> <p>Deterioration due to age or exposure is considered FWT.</p>	Bent arms and/or stays.
Smoke Detectors	<p>To be kept in good order. Batteries are to be tested in accordance with operating instructions and maintained during the term of the Agreement and at time of vacation.</p> <p>Deterioration due to age or exposure is considered FWT.</p>	Failure to replace batteries. Batteries may be tested at the pre-vacation inspection.
Garbage Bins	<p>To be kept clean and secure. On vacation bins must be emptied washed out and disinfected.</p>	Failure to: <ul style="list-style-type: none"> • maintain security of bins • pay for replacement costs for bins that may be levied on the Service Member by the local council depending on the circumstances; • empty, clean and secure bins on vacation.

House		
Feature	Ongoing Condition Requirement	Non-Fair Wear & Tear
Water Restrictions	Details of water restrictions will be supplied by DHA at the Welcome Visit. It is the Service Member's responsibility to source the information required in relation to local water restriction after occupation. These can be found at state or local government sites.	The status of water restrictions will not be an excuse for exemption from a NFWT charge where it is clear that there has been neglect in the care of lawns and gardens.

