

INSTRUCTIONS TO MANAGING AGENT

The following information is required to assist us in providing you with a management service that is tailored to your specific requirements.

Property Address:

Owners Name/s

Address

Mobile

Home

Work

Email

Emergency Contact

Name

Mobile

Home

Work

Email

Note A contact other than the owners of the rental property is required as an alternative source of instruction in the event of an emergency

Account Details

Bank

Branch

BSB

Account

Account name

Note Rental statements are prepared and posted or emailed to the owners whilst monies collected are directly credited to the above account

As we require tenants to pay their rent in advance, we prepare and send statements monthly for all rents that have been collected during the month unless we have instruction to the contrary. We also have the facility to be able to send duplicate statements. Please advise of the name and address of your solicitor, accountant etc where you would like a duplicate statement sent. A fee of \$2.00 applies

Body Corporate

Company

Contact

Plan No

Note If the body corporate has amended the Standard Rules, a copy of those rules must be provided to the tenant in accordance with the provisions of the Subdivision Act

Insurance

Insurer

Building Policy No

Contents Policy No

Public Liability Policy No

Note We strongly suggest that the rental property and its owner's potential liability are fully covered and that the level of cover is reviewed annually

REPAIRS AND MAINTENANCE

It is a requirement of the Residential Tenancies Act 1997 that all tenants are provided with a statement detailing whether or not the agent can carry out urgent repairs on behalf of the landlord and if so, up to what amount. The monetary limit for urgent repairs that can now be directly organized by the tenant is \$1000

We will always attempt to contact you in the event of any repairs that are required to the property. However, in the case of an urgent repair when you cannot be contacted, we will arrange for the work to be carried out by one of our team of qualified tradespeople. If the urgent repair is outside of business hours, under the Residential Tenancies Act, the tenant has the right to organise such repairs and be reimbursed by the owner.

RELEASING

Page 4 of this document sets out the requirements for gaining possession of your property with one reason being the end of a fixed term tenancy for which 60 or 90 days notice has to be given to the tenant. If you wish us to lease the property for a fixed term only, we require your specific instruction.

Although there is no provision in the Residential Tenancies Act 1997 to insist that a tenant enters into a further fixed term tenancy agreement after the initial agreement expires, it is our recommendation that tenants be encouraged to enter into a further fixed term tenancy agreement.

If you wish us to negotiate with your tenant on your behalf for further fixed term tenancy agreements (for which a tenancy negotiating fee indicated on the managing authority is charged) we require your specific instruction below.

Yes No

PAYMENTS

It is our practise to pay all expenses incurred from the rents received in order that we can provide you with a comprehensive annual statement of income and expenditure. If there are any payments you do not want us to make on your behalf, please advise us accordingly. We can pay accounts such as council rates, water rates, insurances and repairs.

Payouts to landlords are made daily, mid month or end of month. Please indicate your preference below. Daily means that all cleared funds will be paid into you account and it is the quickest way to receive your payment.

Daily Mid Month End of Month
A statement fee of \$2.75 applies however at a reduced cost you can have your statement emailed for \$1.10

If you would like a cheque payment, a \$5.50 fee will apply to each cheque issued.

- Email Address _____
- Posted
- Cheque

RENTAL PAYMENTS

The vast majority of tenants pay their rent on or before the due date. However, there are occasions when this does not occur and our actions at this time are as follows

- 5 days overdue – a reminder notice is automatically forwarded to the tenant
- 10 days overdue – the tenant is advised that if payment in full is not received within 5 days, a 14 days Notice to Vacate the property will be served and an Application will be made to the Victorian Civil and Administrative Tribunal for a hearing
- 15 days overdue – the above actions are carried out and a Warrant of Possession for the property is sought

These actions are carried out automatically and are done to minimize the possibility of a loss of rent that could eventuate. No formal action for recovery of outstanding rent can be undertaken until the tenant is 14 days overdue with a rental payment.

Tenants can pay their rent via internet, telephone, direct debit, cheque or money order. Please note that all these methods require 3-5 business days for clearance.

VICTORIAN CIVIL AND ADMINISTRATIVE TRIBUNAL COSTS

The following costs are incurred in association with making applications to the Residential Tenancies Tribunal and terminating tenancies in accordance with the provisions of the Residential Tenancies Act 1997

Application fee for a hearing	\$66.00
Serving notice via Registered Post	\$5.00
Attendance at Tribunal hearings	\$150.00
Obtaining a Warrant of Possession	\$100.00
Executing a Warrant of Possession	\$66.00
Consumer Affairs – Abandonment	\$55.00
Processing Insurance Claims	\$50.00

AGENTS AUTHORITY

The authority to lease and manage your property that you have signed authorizes us to sign all tenancy agreements on your behalf. If this is contrary to your needs, please contact us immediately.

By signing this instruction form, you are authorizing us to select tenants to collect rents due, issue receipts for all money collected, exercise your right to terminate tenancy agreements and tenancies in accordance with the provisions of the Residential Tenancies Act 1997, serve relevant notices upon tenants subject to this Act and attend Tribunal hearings on your behalf whenever necessary.

INDEMNITY

I agree to indemnify you, as the managing agent for any claims made for unpaid repairs or maintenance accounts authorised in accordance with my instructions. I also agree to fully reimburse any advertising expenses incurred in accordance with my instructions in the re-letting of the property.

RESIDENTIAL TENANCIES ACT 1997

The Act which came into operation on the 1st July 1998 has changed many aspects of the legislation governing residential tenancies. The following is only a

summary and we strongly recommend that if you require any further information on any one of the areas listed you contact us immediately.

JURISDICTIONAL LIMIT OF VCAT

The maximum jurisdictional limit for the Victorian Civil and Administrative Tribunal is \$10,000. The tribunal may only hear and determine an application or make a determination in respect of a higher amount if both parties to the application agree to do so.

RENT ARREARS

The legislation states that when the tenant is over 14 days in arrears, an application is made to the Tribunal and a 14 day Notice to Vacate is served by registered post upon the tenant.

RENT INCREASES

60 days notice is required to be given to the tenant of a rent increase. Whilst it is not required by the legislation, it is our recommendation that this notice is served by registered post as proof of service. However, with every notice of an increase in the rent the tenant must be advised of their rights regarding excessive rent.

GAINING POSSESSION OF THE PROPERTY

The Act also provides the following options for landlords to gain possession of their properties:

- 120 days no reason notice to end a periodic tenancy where the tenant has the ability to object within 28 days of serving the notice if they believe the landlords actions are retaliatory.
- 90 day notice to end a fixed term tenancy where the expiry date of the notice is the expiry date of the tenancy agreement (In the case of a fixed term tenancy of less then 6 months, only 60 days notice is required.

60 days notice to end a periodic tenancy where the property, immediately after the termination date of the notice it to be:

- Demolished;
- Substantially repaired or renovated to the extent that continued occupation by the tenant is not possible;
- Sold or offered for sale; or
- Occupied by the landlord or a member of the landlord's family

Note: If a notice is served for these reasons, the property cannot be re-leased for a period of 6 months. The penalty for a breach of this section is \$2000

- 14 days notice where the property is the landlord's principal place of residence.

RETURN NOTICE

With the exception of the notice for the termination of a fixed term tenancy, the tenant can give 14 days return notice and is only responsible for rent to the termination date of that notice.

ACCESS TO THE PROPERTY

Access to the property is limited for both reason and frequency. When a tenant gives the required 28 days notice to vacate the property, access can only be gained during the last 14 days of the tenancy.

ADANDONED GOODS

Goods that are left behind when a tenant vacates a property have now been extended to include personal documents. These are defined as official documents, photographs, correspondence or any other document that it would be reasonable to expect that a person would want to keep. The goods and documents are to be removed from the property, stored, advertised and auctioned (or destroyed in the case of personal documents) at the landlords expense. In the case of goods that are sold, the landlord can recover the cost of their removal, storage and sale (or paying out an Order of the Tribunal) with the balance of any proceeds being forwarded to the Residential Tenancies Fund.

BONDS

The bonds are no longer held in an estate agents trust account, but must be forwarded to the Authority within 5 days of receipt. The only way bonds can be recovered from the Authority is by:

- An application signed jointly by the tenant and the landlord (or his agent)
- An order of the Tribunal; or
- A Court Order

In the vast majority of cases, recovery will be automatic as most tenants fully meet their obligations. However, there may be delays experienced in some cases where the tenant has vacated without notice and their signature on the application cannot be obtained. In this case an application to VCAT must be made.

LANDLORDS INSURANCE

Although all care is taken through our tenant selection procedure to ensure we get the very best tenants, no tenant ever comes with a guarantee. Therefore we strongly recommend that owners take out a Landlords Insurance Policy. There are various policies on the market and our office can assist you with information if requested.

ADDITIONAL INSTRUCTIONS

SIGNED AND DATED

Signed _____

Dated _____