


# Vendor Statement


The vendor makes this statement in respect of the land in accordance with section 32 of the *Sale of Land Act* 1962.

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.  
The vendor may sign by electronic signature.

The purchaser acknowledges being given this statement signed by the vendor with the attached documents before the purchaser signed any contract.

**35A Mountain Road, Cockatoo VIC 3781**

Vendor's name	Jane Heffernan (formerly Mortimer)	Date
Vendor's signature		18 / 10 / 2021

Vendor's name	Matthew Thomas Heffernan	Date
Vendor's signature		18 / 10 / 2021

Purchaser's name		Date
Purchaser's signature		/ /

Purchaser's name		Date
Purchaser's signature		/ /

# 1. FINANCIAL MATTERS

## 1.1 Particulars of any Rates, Taxes, Charges or Other Similar Outgoings (and any interest on them)

At settlement the rates will be adjusted between the parties, so that they each bear the proportion of rates applicable to their respective periods of occupancy in the property.

Cardinia Shire Council \$1,956.98  
Yarra Valley Water – see attached  
State Revenue Office (Land Tax) \$415.00

(a) Their total does not exceed:

\$4,000.00 p.a.
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## 1.2 Particulars of any Charge (whether registered or not) imposed by or under any Act to secure an amount due under that Act, including the amount owing under the charge

Not Applicable

### Terms Contract

This section 1.3 only applies if this vendor statement is in respect of a terms contract where the purchaser is obliged to make 2 or more payments (other than a deposit or final payment) to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land.

Not Applicable.

## 1.4 Sale Subject to Mortgage

This section 1.4 only applies if this vendor statement is in respect of a contract which provides that any mortgage (whether registered or unregistered), is NOT to be discharged before the purchaser becomes entitled to possession or receipts of rents and profits.

Not Applicable.

# 2. INSURANCE

## 2.1 Damage and Destruction

This section 2.1 only applies if this vendor statement is in respect of a contract which does NOT provide for the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or receipt of rents and profits.

Not Applicable.

## 2.2 Owner Builder

This section 2.2 only applies where there is a residence on the land that was constructed by an owner-builder within the preceding 6 years and section 137B of the Building Act 1993 applies to the residence.

Not Applicable.

# 3. LAND USE

## 3.1 Easements, Covenants or Other Similar Restrictions

(a) A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered):

As attached.

(b) Particulars of any existing failure to comply with that easement, covenant or other similar restriction are:

Not Applicable

The Purchaser/s should note sewers, drains, water pipes, underground and/or overhead electricity cables, underground/or overhead telephone cables, underground NBN cables and underground gas pipes if any, may be laid outside registered easements.

## 3.2 Road Access

There is NO access to the property by road if the square box is marked with an 'X'

## 3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area within the meaning of regulations made under the *Building Act 1993* if the square box is marked with an 'X'



### 3.4 Planning Scheme

Attached is a certificate with the required specified information.

## 4. NOTICES

### 4.1 Notice, Order, Declaration, Report or Recommendation

Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the land, being a notice, order, declaration, report, recommendation or approved proposal of which the vendor might reasonably be expected to have knowledge:

Not Applicable.

The Vendor has no means of knowing decisions of all public authorities and government departments affecting the property unless communicated to the Vendor.

The property is in an area in which is classified as an area in which buildings are likely to be subject to infestation of termites.

### 4.2 Agricultural Chemicals

There are NO notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes. However, if this is not the case, the details of any such notices, property management plans, reports or orders, are as follows:

Nil.

### 4.3 Compulsory Acquisition

The particulars of any notices of intention to acquire that have been served under section 6 of the *Land Acquisition and Compensation Act 1986* are as follows:

Nil.

## 5. BUILDING PERMITS

Particulars of any building permit issued under the *Building Act 1993* in the preceding 7 years (required only where there is a residence on the land):

Nil.

## 6. OWNERS CORPORATION

This section 6 only applies if the land is affected by an owners corporation within the meaning of the *Owners Corporations Act 2006*.

Not Applicable.

## 7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Words and expressions in this section 7 have the same meaning as in Part 9B of the *Planning and Environment Act 1987*.

Not Applicable

## SERVICES

The services which are marked with an 'X' in the accompanying square box are NOT connected to the land:

Electricity supply <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input checked="" type="checkbox"/>
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- Some services currently noted as connected above may become disconnected prior to settlement. The Purchaser should make their own enquiries in relation to connection and re-connection of services to the land.

## 9. TITLE

Attached are copies of the following documents:

### 9.1 Registered Title

A Register Search Statement and the document, or part of a document, referred to as the 'diagram location' in that statement which identifies the land and its location.

## 10. SUBDIVISION

### 10.1 Unregistered Subdivision

This section 10.1 only applies if the land is subject to a subdivision which is not registered.

Not Applicable.

### 10.2 Staged Subdivision

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the *Subdivision Act 1988*.

Not Applicable.

### 10.3 Further Plan of Subdivision

This section 10.3 only applies if the land is subject to a subdivision in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed.

Not Applicable.

## 11. DISCLOSURE OF ENERGY INFORMATION

*(Disclosure of this information is not required under section 32 of the Sale of Land Act 1962 but may be included in this vendor statement for convenience.)*

Details of any energy efficiency information required to be disclosed regarding a disclosure affected building or disclosure area affected area of a building as defined by the *Building Energy Efficiency Disclosure Act 2010* (Cth)

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 2000m<sup>2</sup>; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

## 12. DUE DILIGENCE CHECKLIST

*(The Sale of Land Act 1962 provides that the vendor or the vendor's licensed estate agent must make a prescribed due diligence checklist available to purchasers before offering land for sale that is vacant residential land or land on which there is a residence. The due diligence checklist is NOT required to be provided with, or attached to, this vendor statement but the checklist may be attached as a matter of convenience.)*

Is attached.

## 13. ATTACHMENTS

*(Any certificates, documents and other attachments may be annexed to this section 13)*

*(Additional information may be added to this section 13 where there is insufficient space in any of the earlier sections)*

*(Attached is an "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)*

Water Information Statement Residential Tenancy Agreement
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From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) on 07 October 2021 03:37 PM

## PROPERTY DETAILS

Address: **35A MOUNTAIN ROAD COCKATOO 3781**  
Lot and Plan Number: **Lot 61 LP54990**  
Standard Parcel Identifier (SPI): **61\LP54990**  
Local Government Area (Council): **CARDINIA**  
Council Property Number: **5000009786**  
Planning Scheme: **Cardinia**  
Directory Reference: **Melway 311 K3**

[www.cardinia.vic.gov.au](http://www.cardinia.vic.gov.au)

[planning-schemes.delwp.vic.gov.au/schemes/cardinia](http://planning-schemes.delwp.vic.gov.au/schemes/cardinia)

## UTILITIES

Rural Water Corporation: **Southern Rural Water**  
Melbourne Water Retailer: **Yarra Valley Water**  
Melbourne Water: **inside drainage boundary**  
Power Distributor: **AUSNET**

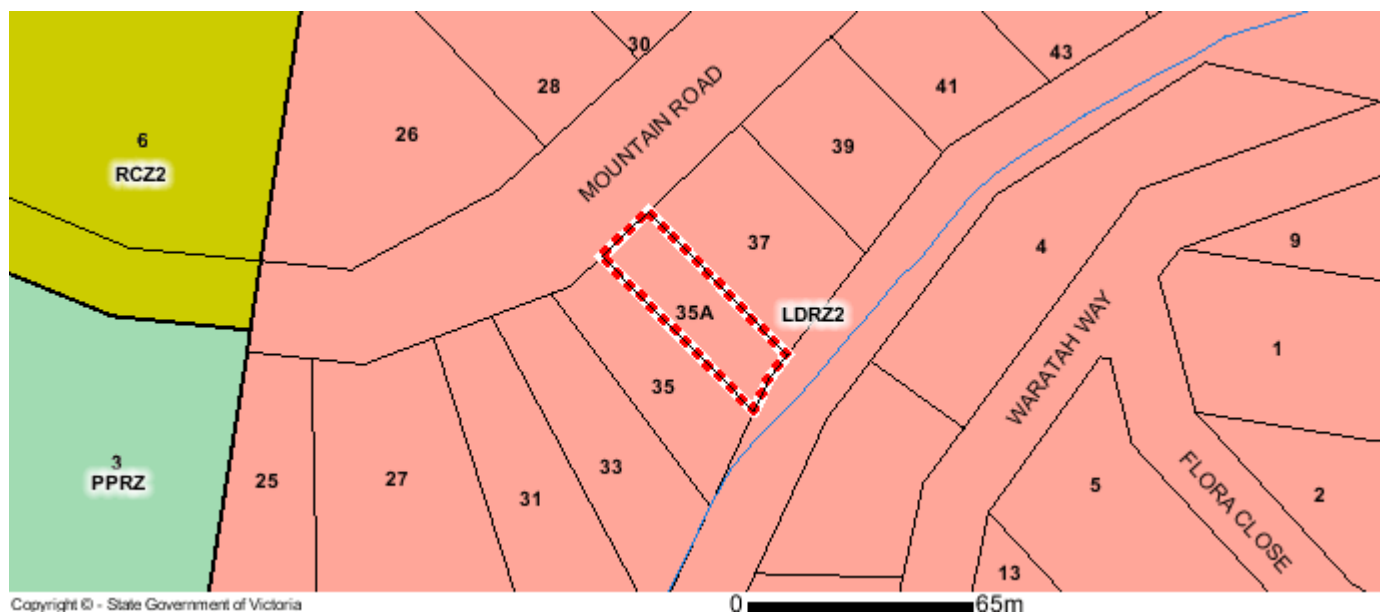
## STATE ELECTORATES

Legislative Council: **EASTERN VICTORIA**  
Legislative Assembly: **GEMBROOK**

## Planning Zones

[LOW DENSITY RESIDENTIAL ZONE \(LDRZ\)](#)

[LOW DENSITY RESIDENTIAL ZONE - SCHEDULE 2 \(LDRZ2\)](#)



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 LDRZ - Low Density Residential       PPRZ - Public Park & Recreation       RCZ - Rural Conservation

Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

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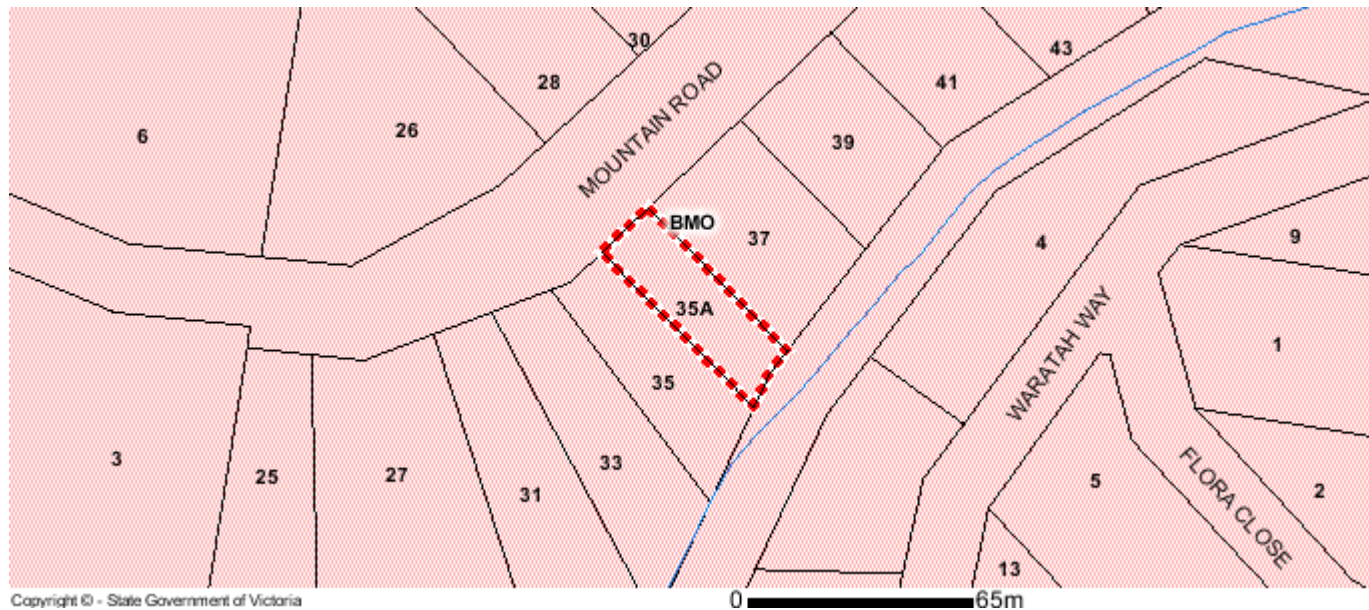
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Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

## Planning Overlays

### BUSHFIRE MANAGEMENT OVERLAY (BMO)

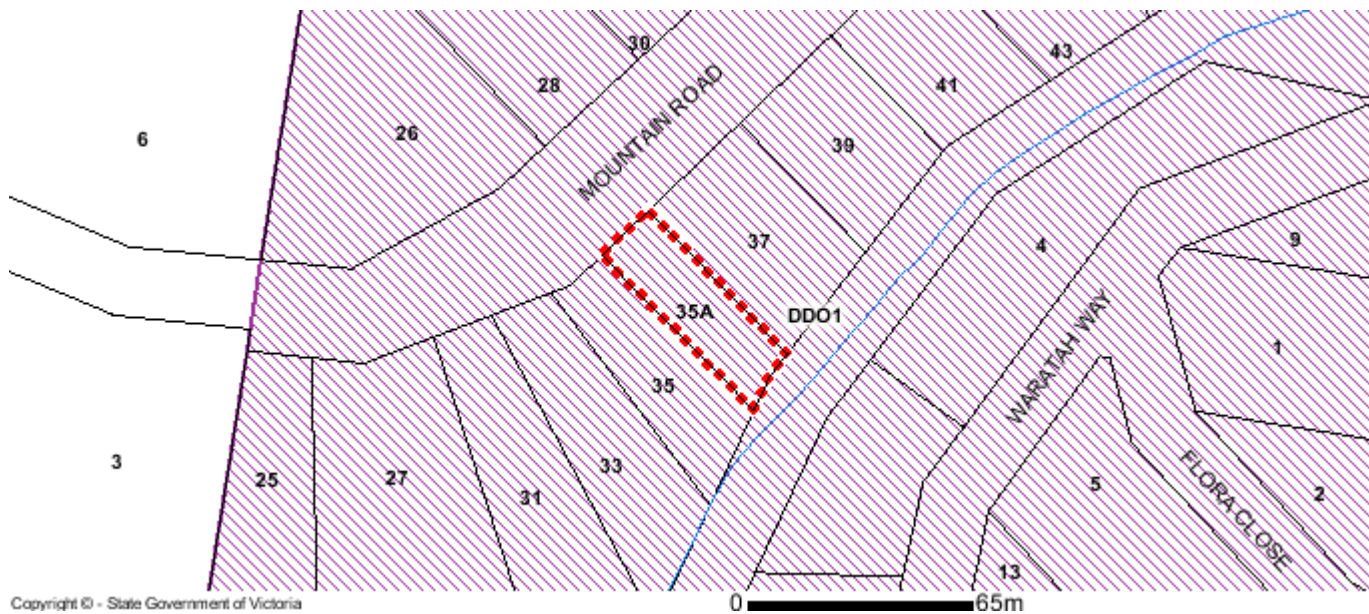


 BMO - Bushfire Management

Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend.

### DESIGN AND DEVELOPMENT OVERLAY (DDO)

#### DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 1 (DDO1)



 DDO - Design and Development

Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend.

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## Planning Overlays

[RESTRUCTURE OVERLAY \(RO\)](#)

[RESTRUCTURE OVERLAY - SCHEDULE 29 \(RO29\)](#)

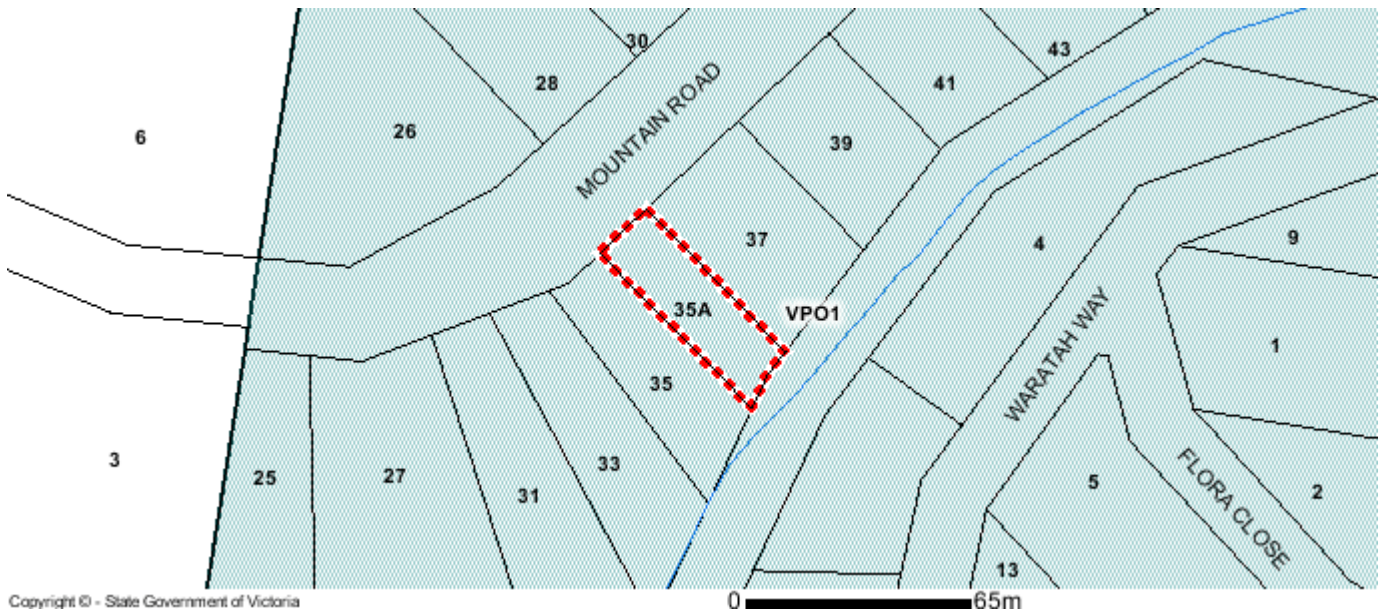


 RO - Restructure

Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend.

[VEGETATION PROTECTION OVERLAY \(VPO\)](#)

[VEGETATION PROTECTION OVERLAY - SCHEDULE 1 \(VPO1\)](#)



 VPO - Vegetation Protection

Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend.

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## Planning Overlays

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

#### ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)



 ESO - Environmental Significance

Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend.

## Further Planning Information

Planning scheme data last updated on 4 October 2021.

A **planning scheme** sets out policies and requirements for the use, development and protection of land.

This report provides information about the zone and overlay provisions that apply to the selected land.

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the *Planning and Environment Act 1987*.

It does not include information about exhibited planning scheme amendments, or zonings that may affect the land.

To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

For details of surrounding properties, use this service to get the Reports for properties of interest.

To view planning zones, overlay and heritage information in an interactive format visit <http://mapshare.maps.vic.gov.au/vicplan>

For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

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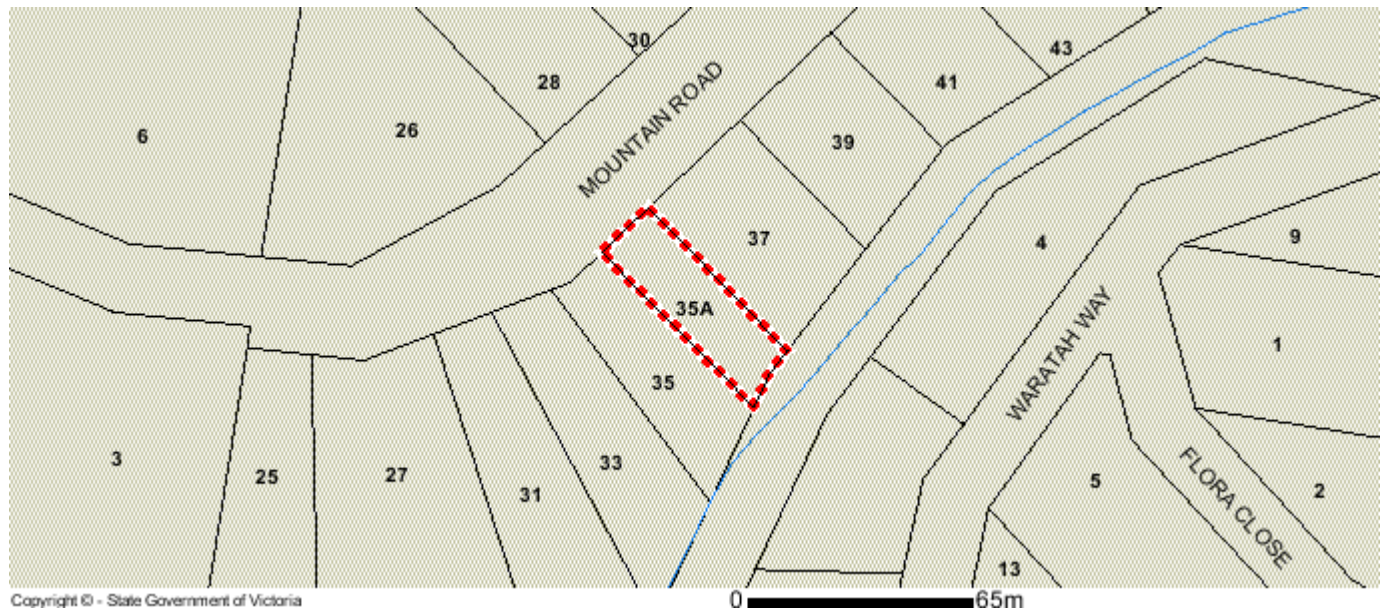
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## Designated Bushfire Prone Area

This property is in a designated bushfire prone area.  
Special bushfire construction requirements apply. Planning provisions may apply.



 Designated Bushfire Prone Area

Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011 and amended from time to time.

The Building Regulations 2018 through application of the Building Code of Australia, apply bushfire protection standards for building works in designated bushfire prone areas.

Designated bushfire prone areas maps can be viewed on VicPlan at <http://mapshare.maps.vic.gov.au/vicplan> or at the relevant local council.

Note: prior to 8 September 2011, the whole of Victoria was designated as bushfire prone area for the purposes of the building control system.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website [www.vba.vic.gov.au](http://www.vba.vic.gov.au)

Copies of the Building Act and Building Regulations are available from [www.legislation.vic.gov.au](http://www.legislation.vic.gov.au)

For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>

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The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

REGISTER SEARCH STATEMENT (Title Search) Transfer of Land Act 1958

VOLUME 08339 FOLIO 951

Security no : 124092938825R

Produced 07/10/2021 03:30 PM

LAND DESCRIPTION

Lot 61 on Plan of Subdivision 054990.  
PARENT TITLE Volume 05278 Folio 409  
Created by instrument B291446 09/03/1962

REGISTERED PROPRIETOR

Estate Fee Simple

Joint Proprietors

JANE MORTIMER

MATTHEW THOMAS HEFFERNAN both of 13 SHEFFIELD CLOSE PAKENHAM VIC 3810

AR932729C 15/02/2019

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AR932730T 15/02/2019

WESTPAC BANKING CORPORATION

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan or imaged folio set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE LP054990 FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

Street Address: 35A MOUNTAIN ROAD COCKATOO VIC 3781

ADMINISTRATIVE NOTICES

NIL

eCT Control 16320Q WESTPAC BANKING CORPORATION

Effective from 15/02/2019

DOCUMENT END

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Document Type	<b>Plan</b>
Document Identification	<b>LP054990</b>
Number of Pages (excluding this cover sheet)	<b>6</b>
Document Assembled	<b>07/10/2021 15:36</b>

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PLAN OF SUBDIVISION OF  
CROWN ALLOTMENTS 127<sup>J</sup> & 127<sup>C</sup>  
**PARISH OF GEMBROOK**  
COUNTY OF EVELYN

**LP 54990**

EDITION 2  
PLAN MAY BE LODGED  
25/1/62

**6 SHEETS**  
**SHEET 1**

Measurements are in Feet & Inches  
Conversion Factor  
FEET X 0.3048 = METRES

**COLOUR CODE**

E-1 = BLUE  
R1 = BROWN  
E-3 = GREEN

**V.5278 F.409**

**DEPTH LIMITATION: 50 FEET**

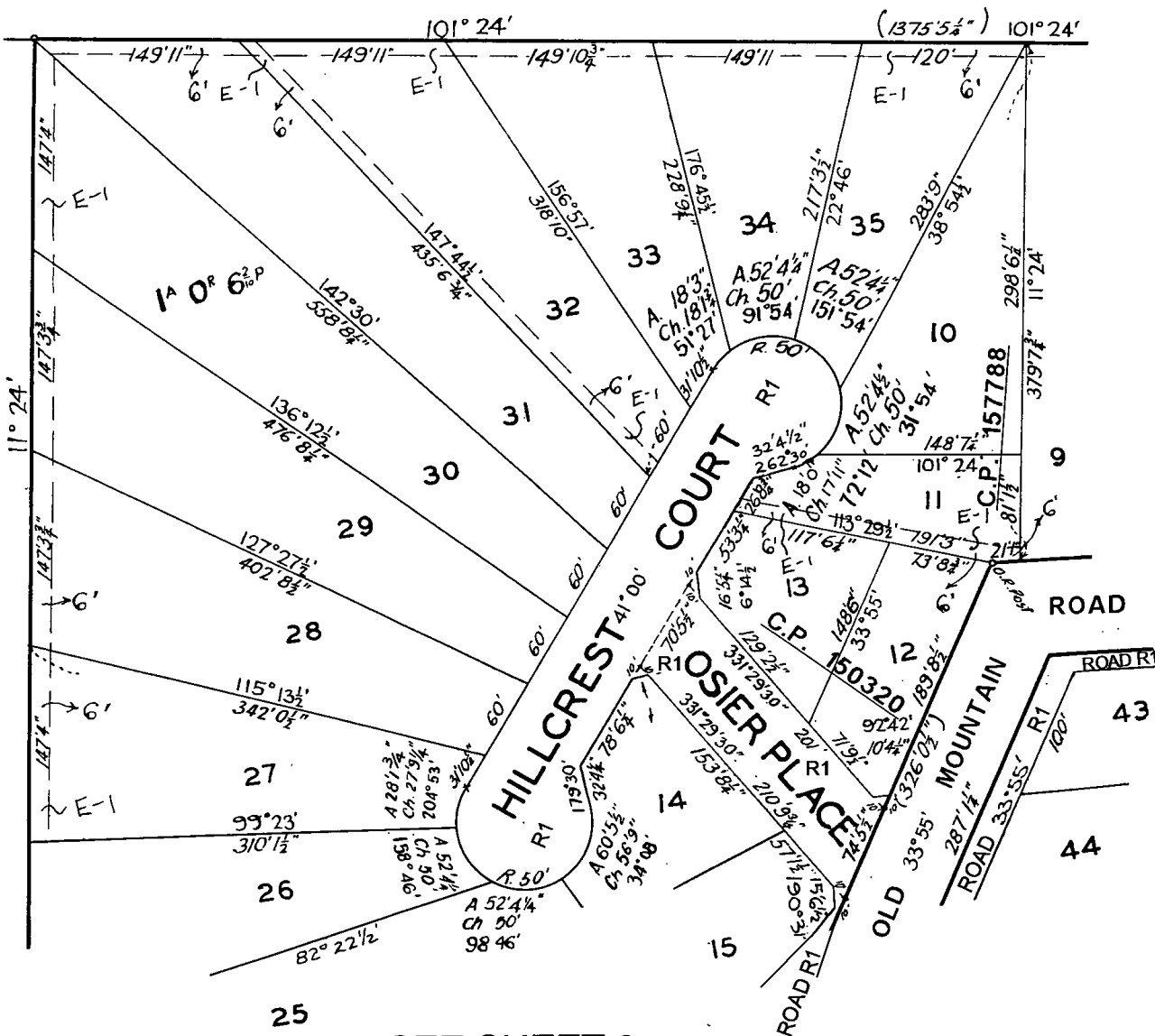
**APPROPRIATIONS**

THE LAND COLOURED BLUE AND GREEN IS APPROPRIATED OR SET APART FOR EASEMENTS OF DRAINAGE

THE LAND COLOURED BROWN IS APPROPRIATED OR SET APART FOR EASEMENTS OF WAY AND DRAINAGE

THE LAND COLOURED GREEN IS RESERVED FOR DRAINAGE AND RECREATIONAL PURPOSES

LIST OF MODIFICATIONS					
LAND	MODIFICATION	DEALING No:	DATE	ART	NEW EDN.
LOT 15	PLAN AMENDED	CP154670	8/12/82		2
LOTS 51 & 52	PLAN AMENDED	L330165K	1/8/85		2



SEE SHEET 2

SEE SHEET 3

WARNING: THE IMAGE OF THIS DOCUMENT OF THE REGISTER HAS BEEN DIGITALLY AMENDED. NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL DOCUMENT OF THE REGISTER.

LP 54990

6 SHEETS  
SHEET 2



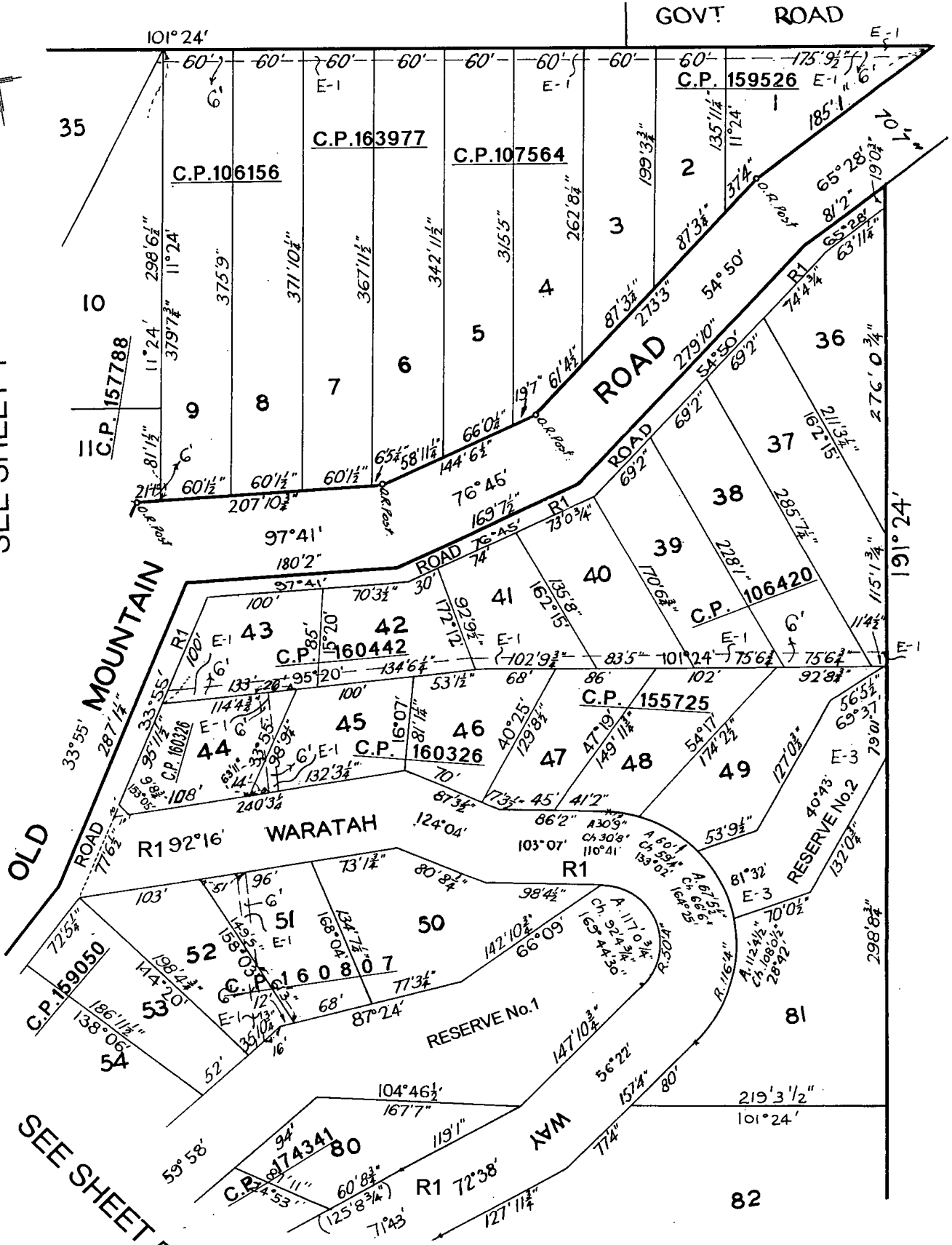
GOVT ROAD

SEE SHEET 1

SEE SHEET 3

SEE SHEET 5

SEE SHEET 4



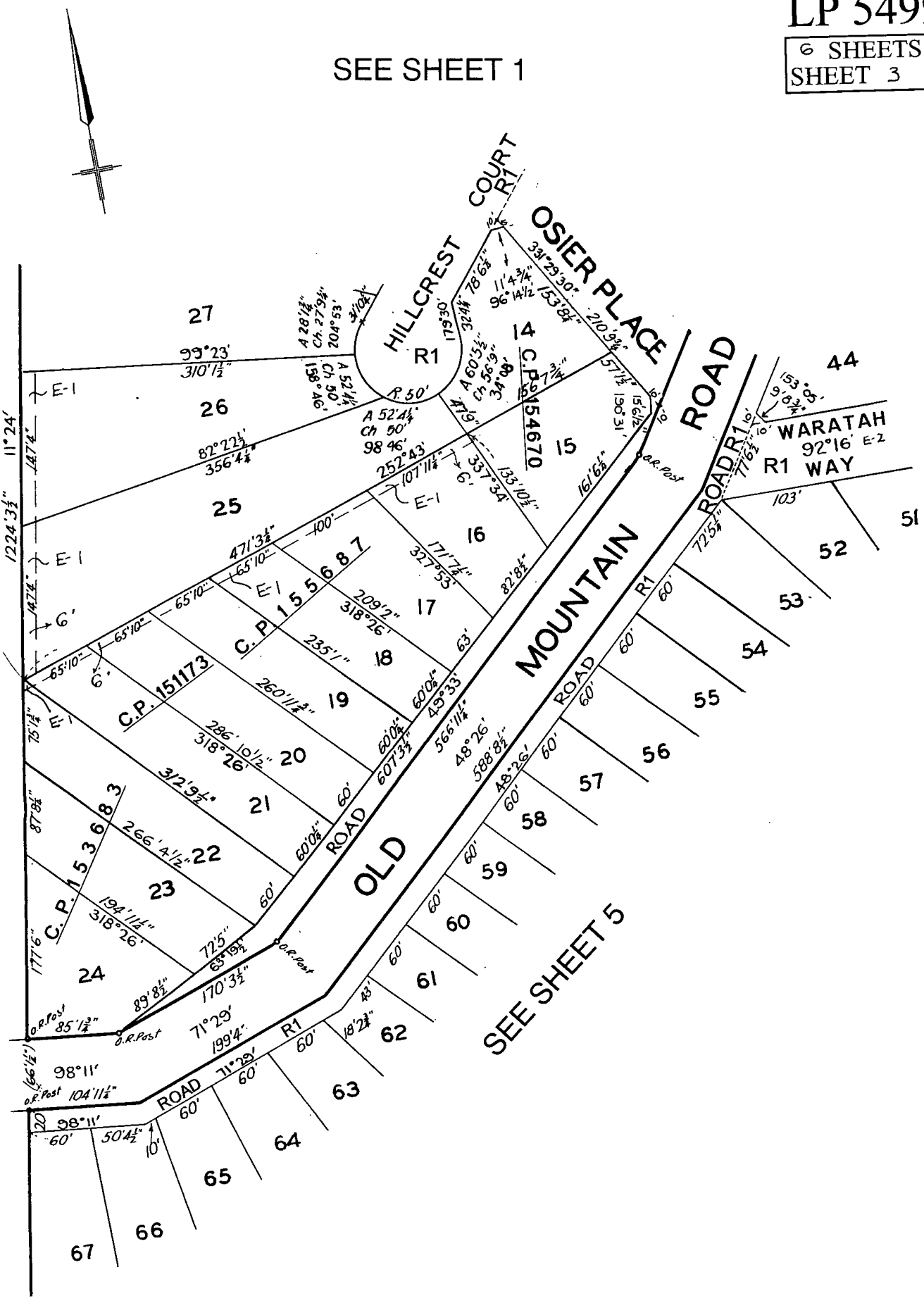
LP 54990

6 SHEETS  
SHEET 3

SEE SHEET 1

SEE SHEET 2

SEE SHEET 5



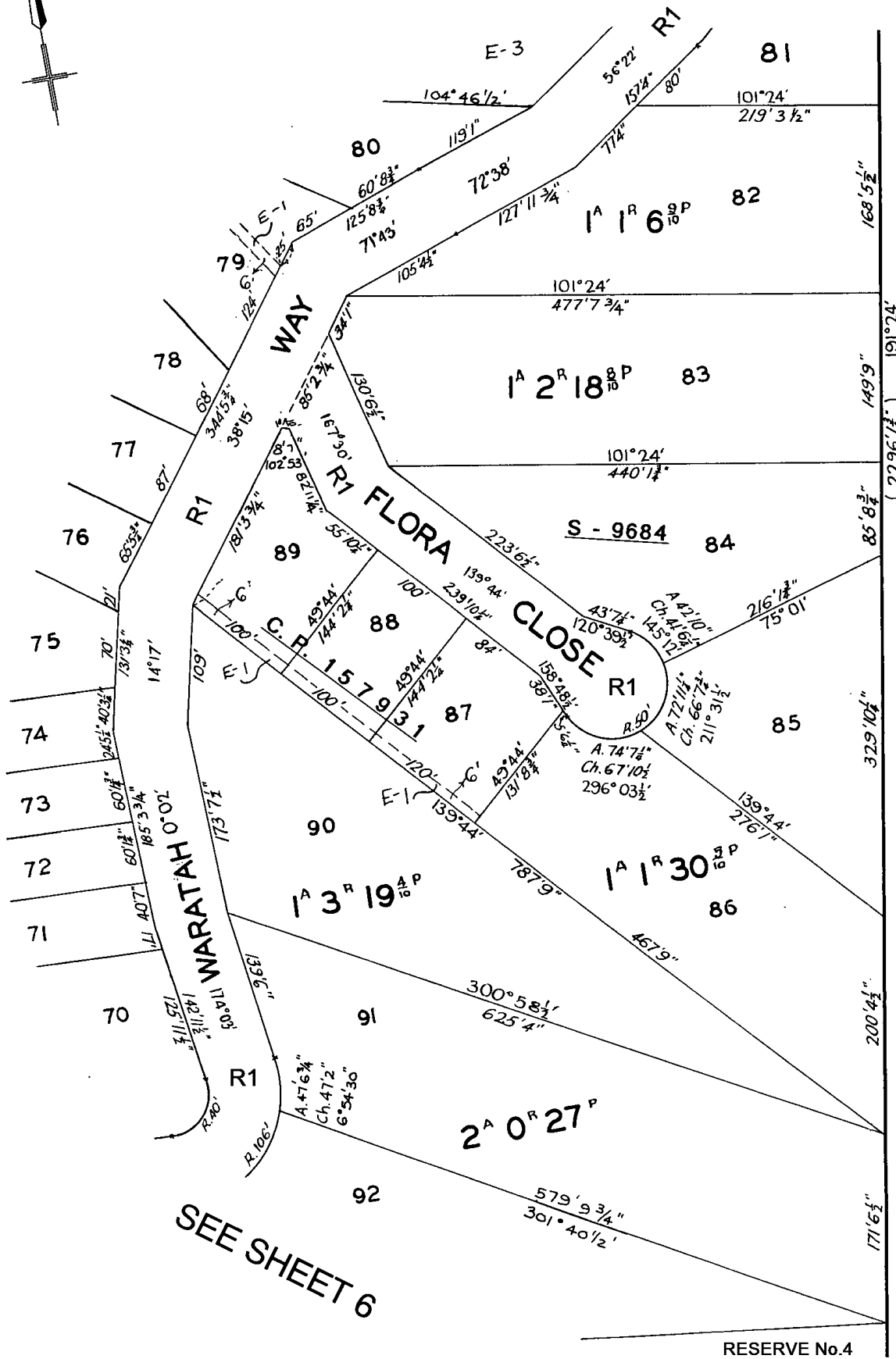
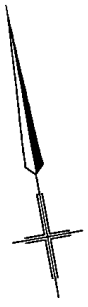
LP 54990

6 SHEETS  
SHEET 4

SEE SHEET 2

SEE SHEET 5

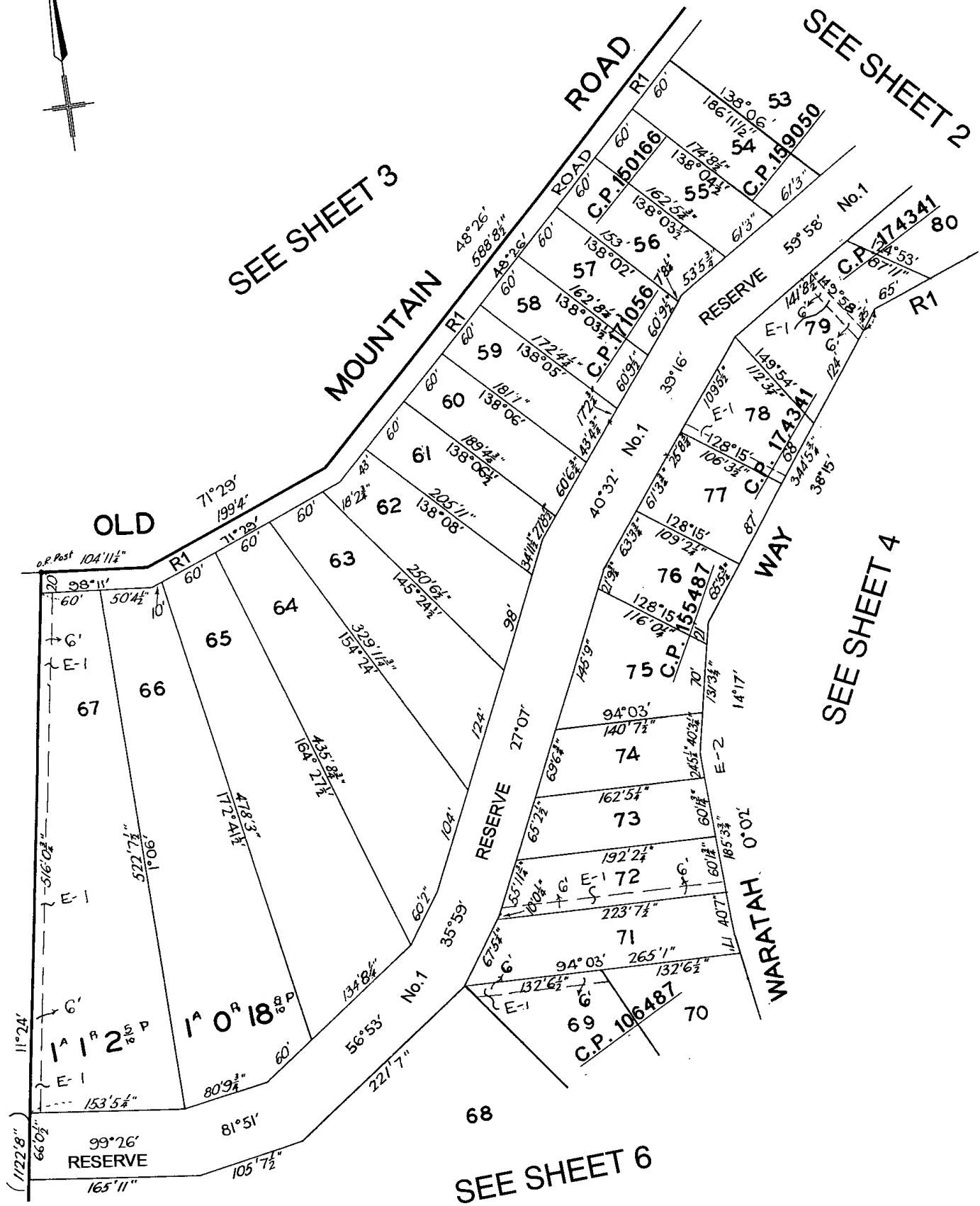
SEE SHEET 6





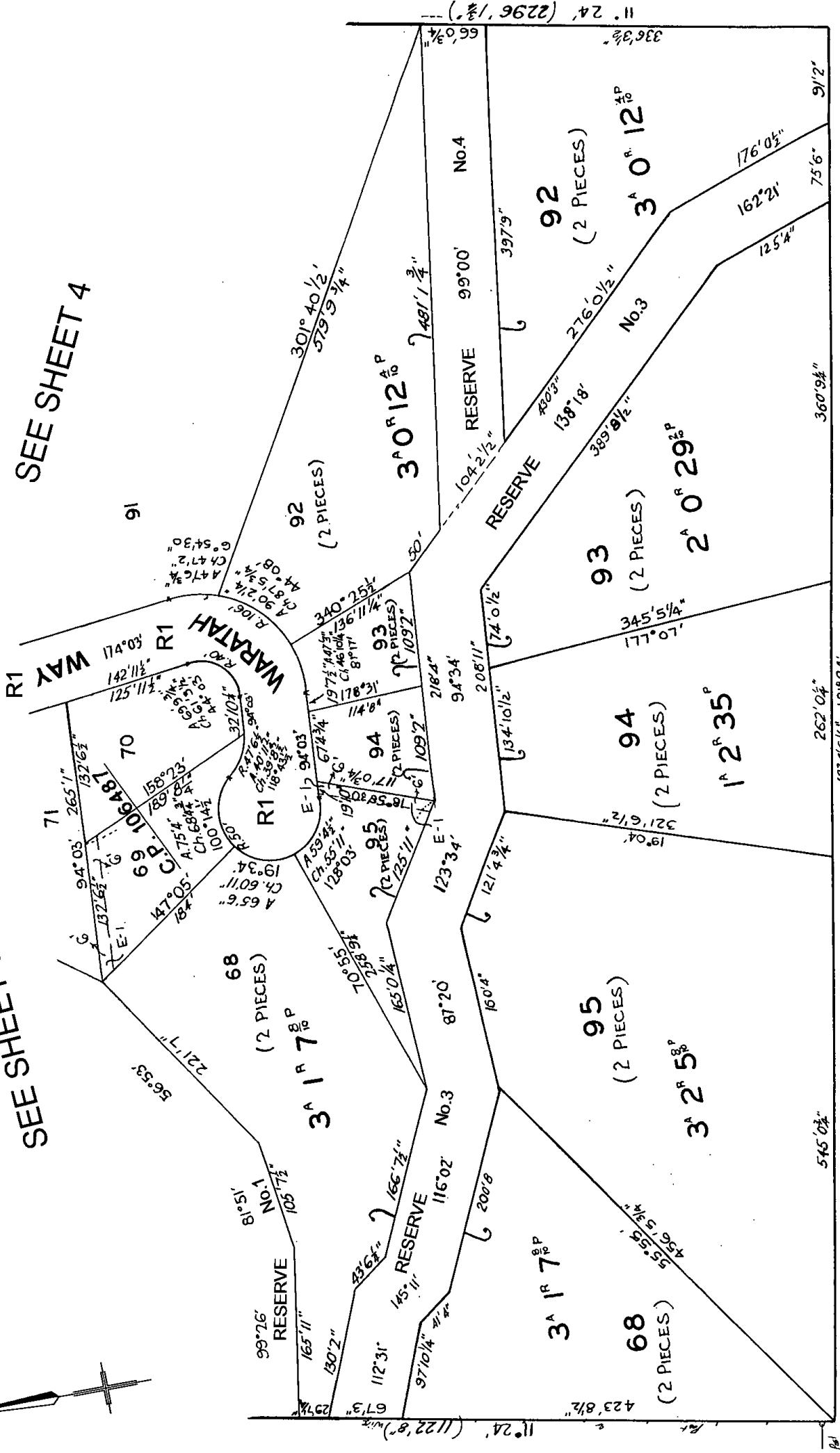
LP 54990

6 SHEETS  
SHEET 5



SEE SHEET 5

SEE SHEET 4



11° 24' (122° 8') W

11° 24' (2296 1/2°) W

7th October 2021

Buy &amp; Sell Conveyancing Services

Dear Buy &amp; Sell Conveyancing Services,

**RE: Application for Water Information Statement**

<b>Property Address:</b>	35A MOUNTAIN ROAD COCKATOO 3781
<b>Applicant</b>	Buy & Sell Conveyancing Services
<b>Information Statement</b>	30639393
<b>Conveyancing Account Number</b>	5757504575
<b>Your Reference</b>	Heffernan

Thank you for your recent application for a Water Information Statement (WIS). We are pleased to provide you the WIS for the above property address. This statement includes:

- Yarra Valley Water Property Information Statement
- Melbourne Water Property Information Statement
- Asset Plan
- Rates Certificate

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address [enquiry@yvw.com.au](mailto:enquiry@yvw.com.au). For further information you can also refer to the Yarra Valley Water website at [www.yvw.com.au](http://www.yvw.com.au).

Yours sincerely,



Steve Lennox  
GENERAL MANAGER  
RETAIL SERVICES

**Yarra Valley Water Encumbrance**

Property Address	35A MOUNTAIN ROAD COCKATOO 3781
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STATEMENT UNDER SECTION 158 WATER ACT 1989

**THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(3)**

Existing sewer mains will be shown on the Asset Plan.

**THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)**

This property is connected to a pressure sewer system. As such, it is subject to special terms and conditions which are contained within the document titled "Using Your Pressure Sewer System - An Owners Manual". Copies of this document are available upon request by calling 1300 304 688 or can be downloaded from our website at [www.yvw.com.au](http://www.yvw.com.au)

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

## **Melbourne Water Property Information Statement**

Property Address	35A MOUNTAIN ROAD COCKATOO 3781
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STATEMENT UNDER SECTION 158 WATER ACT 1989

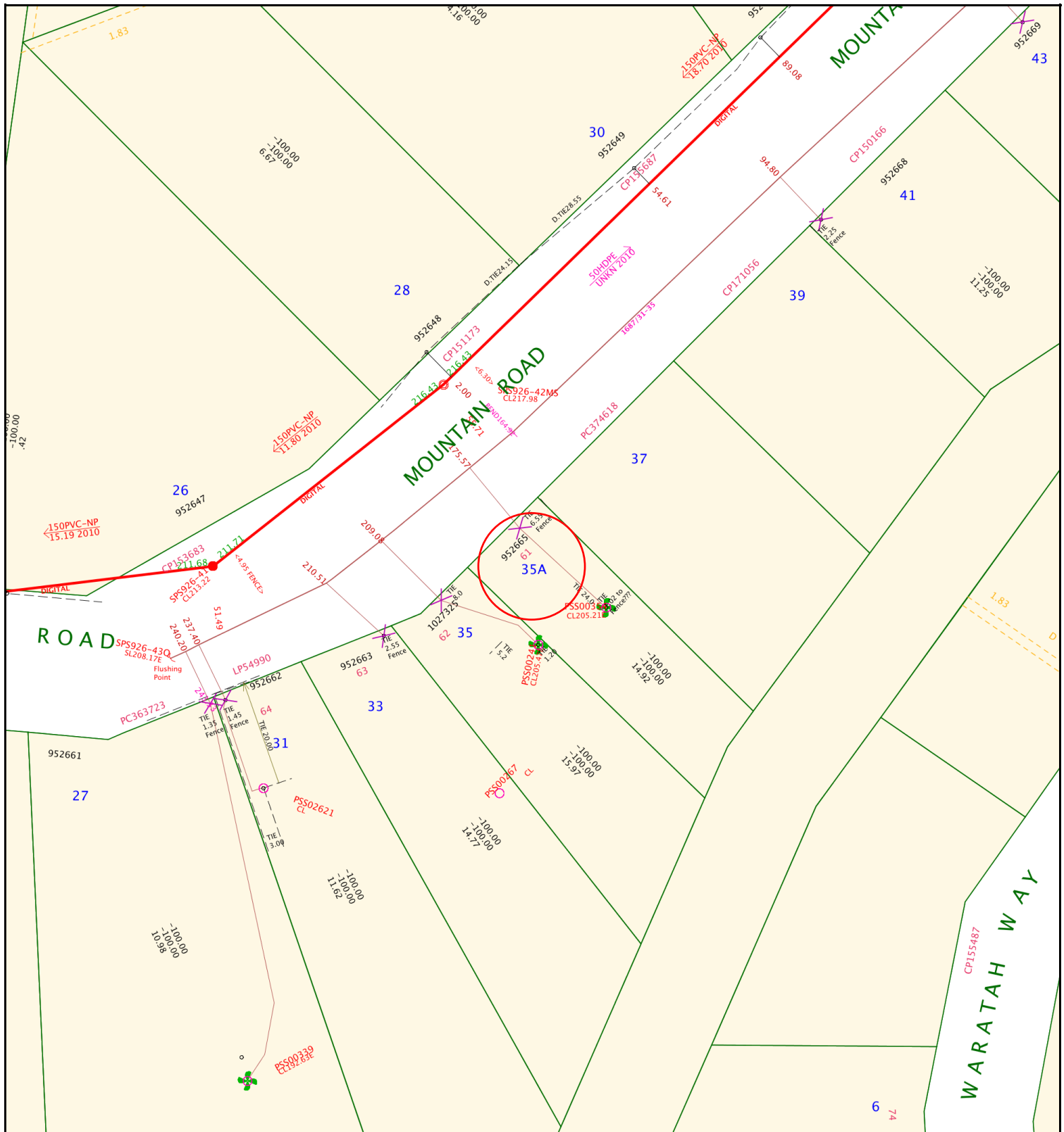
### **THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**

Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

If you have any questions regarding Melbourne Water encumbrances or advisory information, please contact Melbourne Water on 9679 7517.

















**Yarra Valley Water  
Information Statement  
Number: 30639393**

<b>Address</b>	35A MOUNTAIN ROAD COCKATOO 3781	
<b>Date</b>	07/10/2021	
<b>Scale</b>	1:1000	




ABN 93 066 902 501

Existing Title	 Access Point Number	 GLV2-42 MW Drainage Channel Centreline	
Proposed Title	 Sewer Manhole	 MW Drainage Underground Centreline	
Easement	 Sewer Pipe Flow	 MW Drainage Manhole	
Existing Sewer	 Sewer Offset	 MW Drainage Natural Waterway	
Abandoned Sewer	 Sewer Branch		

**Disclaimer:** This information is supplied on the basis Yarra Valley Water Ltd:  
 - Does not warrant the accuracy or completeness of the information supplied, including, without limitation, the location of Water and Sewer Assets;  
 - Does not accept any liability for loss or damage of any nature, suffered or incurred by the recipient or any other persons relying on this information;  
 - Recommends recipients and other persons using this information make their own site investigations and accommodate their works accordingly;

Buy & Sell Conveyancing Services  
annette@buyandsellconveyancing.com.au

## RATES CERTIFICATE

**Account No:** 1486909690  
**Rate Certificate No:** 30639393

**Date of Issue:** 07/10/2021  
**Your Ref:** Heffernan

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
35A MOUNTAIN RD, COCKATOO VIC 3781	61/LP54990	1434230	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-10-2021 to 31-12-2021	\$19.71	\$19.71
Residential Sewer Service Charge	01-10-2021 to 31-12-2021	\$112.57	\$112.57
Drainage Fee	01-10-2021 to 31-12-2021	\$14.61	\$14.61

Usage Charges are currently billed to a tenant under the Residential Tenancy Act

Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
	<b>Balance Brought Forward</b>		\$0.00
	<b>Total for This Property</b>		\$146.89
	<b>Total Due</b>		\$146.89

### IMPORTANT NOTICE FOR SOLICITORS AND CONVEYANCERS

**We have changed our BPAY biller code. Please refer to the payment options and update your bank details.**



GENERAL MANAGER  
RETAIL SERVICES

#### Note:

1. Invoices generated with Residential Water Usage during the period 01/07/2017 – 30/09/2017 will include a Government Water Rebate of \$100.
2. This statement details all tariffs, charges and penalties due and payable to Yarra Valley Water as at the date of this statement and also includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
3. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
4. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchasers account at settlement.
5. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an

agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.

6. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up to date financial information, please order a Rates Settlement Statement prior to settlement.

7. From 01/07/2019, Residential Water Usage is billed using the following step pricing system: 266.20 cents per kilolitre for the first 44 kilolitres; 317.87 cents per kilolitre for 44-88 kilolitres and 472.77 cents per kilolitre for anything more than 88 kilolitres

8. From 01/07/2019, Residential Recycled Water Usage is billed 186.34 cents per kilolitre

9. From 01/07/2019, Residential Sewage Disposal is calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 114.26 cents per kilolitre

10. From 01/07/2019, Residential Recycled Sewage Disposal is calculated using the following equation: Recycled Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 114.26 cents per kilolitre

11. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.





YARRA VALLEY WATER  
ABN 93 066 902 501

Lucknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E [enquiry@yvw.com.au](mailto:enquiry@yvw.com.au)  
[yvw.com.au](http://yvw.com.au)

**Property No:** 1434230

**Address:** 35A MOUNTAIN RD, COCKATOO VIC 3781

**Water Information Statement Number:** 30639393

## HOW TO PAY



**Bill**er Code: 314567  
**Ref:** 14869096907



**Mail a Cheque** with the Remittance Advice  
below to:

**Yarra Valley Water**  
**GPO Box 2860 Melbourne VIC 3001**

**Amount  
Paid**

**Date  
Paid**

**Receipt  
Number**

**Please Note:** BPAY is available for individual property settlements.

## PROPERTY SETTLEMENT REMITTANCE ADVICE

**Property No:** 1434230

**Address:** 35A MOUNTAIN RD, COCKATOO VIC 3781

**Water Information Statement Number:** 30639393

**Cheque Amount:** \$

**Ranges First National Real Estate**

1-5 Bayview Road,  
Belgrave, VIC 3160

P: 97546111

ABN: 34493739706



**first  
national**  
REAL ESTATE

Ranges

# Residential Tenancy Agreement

for

35a Mountain Rd, Cockatoo VIC 3781

This agreement is between **Jane Mortimer, Matthew Heffernan**  
and **Tristan D'Aloia**.

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## Schedule

Item 1	<b>Date of Agreement:</b>	Tue 02/03/2021
Item 2	<b>Landlord:</b>	<b>1) Jane Mortimer</b> <b>2) Matthew Heffernan</b>  Landlord ABN: _____ Landlord ACN: _____
Item 3	<b>Agent:</b>	Registered Business Name: Kuriara Investments Pty Ltd ABN: 34493739706 ACN: 613858772 Address: 1-5 Bayview Road Belgrave, VIC 3160 Telephone: 97546111 Email Address for Notices: _____
Item 4	<b>Tenant:</b>	<b>Tristan D'Aloia</b>  Tenant consents to electronic service of notices <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO  Email Address for Notices: <b>Tristan D'Aloia</b> xxxxx@xxxxx.com
Item 5	<b>Premises:</b>	The Landlord lets the Premises known as 35a Mountain Rd, Cockatoo VIC 3781
Item 6	<b>Rental:</b>	The rent is \$2,216.00 per calendar month and payable <b>CALENDAR MONTHLY IN ADVANCE</b>
Item 7	<b>Rental Payments to Ranges First National Real Estate:</b>	Via EFT Bank: National Australia Bank Account Name: Ranges First National BSB: 083125 Account Number: 298862382 Reference: MOUN35A
Item 8	<b>Bond:</b>	<b>\$2,216.00 PAID TO Ranges First National Real Estate Trust Account</b> If the <b>Tenant</b> does not receive a bond receipt from the Residential Tenancies bond Authority within 15 business days of paying the bond, the <b>Tenant</b> should contact the Residential Tenancies Bond Authority.

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Item 9	<b>Authorised Urgent Repairs:</b>	\$2,500.00 including GST.
Item 10	<b>Fixed Term:</b>	12 months
Item 11	<b>Commencement Date:</b>	Sat 13/03/2021
Item 12	<b>Expiry Date:</b>	Sat 12/03/2022

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# Residential Tenancy Agreement

## Residential Tenancies Act 1997

### Conditions of Agreement

#### 1. Agreement

This **Agreement** is made between the **Landlord** who has appointed **Ranges First National Real Estate** as its agent and the **Tenant**.

#### 2. Premises and Rent

The **Landlord** lets the **Premises** to the **Tenant** for the **Rental** of which the first instalment is payable on the **Commencement Date** and payable by the **Tenant** to **Ranges First National Real Estate**.

#### 3. Bond

The **Tenant** shall pay a **Bond** to **Ranges First National Real Estate** on or before the signing of this **Agreement**.

In accord with the Residential Tenancies Act 1997 the **Landlord** must lodge the **Bond** with the Residential Tenancies Bond Authority within 10 business days of receiving the **Bond**.

#### 4. Fixed Term Tenancy

The term of this **Agreement** shall be from the **Commencement Date** and ending on the **Expiry Date** and unless the **Agreement** terminates in accord with the *Residential Tenancies Act 1997*, this **Agreement** will continue as a periodic tenancy.

#### 5. Condition of the Premises

The **Landlord** must -

- 5.1 ensure that the **Premises** are maintained in good repair; and
- 5.2 if the **Landlord** owns or controls the common areas relating to the **Premises**, take reasonable steps so that the common areas are maintained in good repair.

#### 6. Damage to the Premises

- 6.1 The **Tenant** must take care to avoid damaging the **Premises**
- 6.2 The **Tenant** must take reasonable care to avoid damaging the **Premises** and any common areas.
- 6.3 The **Tenant** who becomes aware of damage to

the **Premises** must give notice to **Ranges First National Real Estate** of any damage to the **Premises** as soon as practicable.

#### 7. Cleanliness of the Premises

- 7.1 The **Landlord** must ensure that the **Premises** are in a reasonably clean condition on the day on which it is agreed that the **Tenant** is to enter into occupation of the **Premises**.
- 7.2 The **Tenant** must keep the **Premises** in a reasonably clean condition during the period of this **Agreement**.

#### 8. Use of the Premises

- 8.1 The **Tenant** must not use or allow the **Premises** to be used for any illegal purpose.
- 8.2 The **Tenant** must not use or allow the **Premises** to be used in such a manner as to cause a nuisance or cause an interference with the reasonable peace, comfort or privacy of any occupier of neighbouring premises.

#### 9. Quiet Enjoyment

The **Landlord** must take all reasonable steps so that the **Tenant** has quiet enjoyment of the **Premises**.

#### 10. Transfer of Lease or Subletting

- 10.1 The **Tenant** must not transfer or sublet the whole or any part of the **Premises** without the written consent of the **Landlord**. The consent of the **Landlord** must not be unreasonably withheld.
- 10.2 The **Landlord** must not demand or receive any fee or payment for the consent, except in respect of any fees, costs or charges incurred by the **Landlord** in relation to the preparation of a written transfer of this **Agreement**.

#### 11. Residential Tenancies Act 1997

Each party must comply with the *Residential Tenancies Act 1997*. Reference should be made to the **Act** for further rights and duties. Additional terms which do not take away the rights and duties included in the **Act** may be set out in this Section. Any additional terms must also comply with the Unfair Contract Terms under the Australian Consumer Law. Contact Consumer Affairs Victoria on 1300 558 181 for further information.

### COMMENCING THE TENANCY

12. The **Tenant** acknowledges that they must scroll

- through and view each page of this Lease before being able to sign it.
13. In accord with Section 439 (I) of the **Act Ranges First National Real Estate** will, within 14 days of receipt of a written request, provide a copy of any listing located on a residential tenancy database used by **Ranges First National Real Estate**. Provision of this information incurs a fee of \$30.00 plus GST per person.
  14. The **Landlord** may issue a notice to vacate in accord with the **Act** during the term of this **Agreement** and the **Tenant** must vacate the **Premises** at the expiration of the notice period given in the notice to vacate.
  15. The **Landlord** or **Ranges First National Real Estate** may during the last month of the term of this **Agreement** place a "to let" notice on the **Premises**. The **Landlord** or **Ranges First National Real Estate** may put on the **Premises** a notice or notices "for sale" or "auction" at any time during the term of this **Agreement**
  16. The **Landlord** must not increase the **Rental** more than once in every twelve (12) months.
  17. Unless this **Agreement** is specified in the **Schedule** to be for a fixed term the **Landlord** may, in accord with the provisions of Section 44 of the **Act**, increase the **Rental** by giving the **Tenant** at least 60 day's notice of the increase.
  18. This **Agreement** may only be amended in writing signed by the **Tenant** and **Ranges First National Real Estate** on behalf of the **Landlord**.
  19. Where the **Premises** form part of a building, the **Landlord** has the right to make and/or alter rules and regulations for the **Premises** and the **Tenant** will be bound by such rules and regulations of the **Act**.
  20. **Ranges First National Real Estate** will use its best endeavours so that the **Premises** are available on the **Commencement Date**. The **Tenant** acknowledges that if the **Premises** are not available on the **Commencement Date** the **Tenant** will not make any claim against the **Landlord** or **Ranges First National Real Estate** .
  21. The **Tenant** shall pay all charges in respect of the connection and consumption of water, electricity, gas, oil and telephone where the **Premises** is separately metered for these services as stipulated in the **Act**.
  - 21.1 The **Tenant** acknowledges that it is the responsibility of the **Tenant** to arrange connection of services and power. It is the **Tenant's** responsibility to turn the main switch off to allow the power to be connected as required by the electricity provider. No claim shall be made against the **Landlord** or **Ranges First National Real Estate** should the power not be connected at the commencement of this **Agreement**
  - 21.2 The **Tenant** acknowledges that all arrangements for connection of a telephone line or national broadband network ("NBN") connection to the **Premises** shall be at the cost of the **Tenant**. The **Tenant** must check with any preferred provider of telecommunication services before signing this **Agreement** to confirm the status and availability of a telephone line or NBN connection if the NBN is not yet connected.
  22. The **Tenant** acknowledges that any insurance policy of the **Landlord** does not provide cover for the personal possessions of the **Tenant**. It is strongly recommended that the **Tenant** should take out contents insurance to adequately cover those possessions.
  23. The **Tenant** shall only use the **Premises** for residential purposes unless the prior written consent of the **Landlord** has been obtained for any other use. The **Landlord** may impose reasonable terms and conditions on giving any consent. Any other use may be subject to council or other approval and any costs associated with such approvals will be the responsibility of the **Tenant**. The **Tenant** must not permit any short term or long term letting or licensing the use and/or occupation of any part of the **Premises** without the prior written consent of the **Landlord**. Any request for consent must be made in writing to **Ranges First National Real Estate**.
  24. The **Tenant** acknowledges that no promise, representation, warranty or undertaking has been given by the **Landlord** or **Ranges First National Real Estate** in relation to the suitability of the **Premises** for the purposes of the **Tenant** otherwise than as provided in this **Agreement**
  25. The **Tenant** acknowledges having received before entering into occupation of the **Premises** two copies of the Condition Report signed by or on behalf of the **Landlord** as well as a written

statement setting out the rights and duties of the **Landlord** and **Tenant** under a tenancy **Agreement** ("Renting a Home" A Guide for **Tenants**"). The **Tenant** acknowledges that the Condition Report provided at the commencement of the tenancy must be signed and returned to **Ranges First National Real Estate** within 3 business days after entering into occupation of the **Premises**. If the Condition Report is not returned, the copy held by **Ranges First National Real Estate** will be accepted as conclusive evidence of the state of repair or general condition of the **Premises**, at the commencement of this **Agreement**

26. The **Tenant** acknowledges that no promise, representation or warranty has been given by the **Landlord** or **Ranges First National Real Estate** in relation to any further renewal of this **Agreement** other than as specified in the **Schedule**.
27. The **Tenant** acknowledges that the **Landlord** may require possession of the **Premises** at the termination of this **Agreement** and may issue a notice to vacate in accord with the **Act** requiring vacant possession on the expiry of this **Agreement**
28. The **Tenant** is responsible for the replacement of any lost key, auto remote control and the provision of any additional key and any locksmith's charge where any key is mislaid or lost. **Ranges First National Real Estate** does not guarantee that it holds a spare set of keys to the **Premises** at its offices.
29. The **Tenant** acknowledges that should the **Tenant** wish to order any extra key, auto remote control or other access device for the **Premises** it will be at the expense of the **Tenant**. The **Tenant** acknowledges that copies of all keys/auto remote controls and access devices must be returned to **Ranges First National Real Estate** at the end of the tenancy without reimbursement.
30. A copy of the rules of any owner's corporation affecting the **Premises** are attached to this **Agreement**. The **Tenant** must comply with the rules of the owner's corporation or any amending/superseding rules, a copy of which are provided to the **Tenant**. The **Tenant** is not obliged to contribute to owner's corporation capital costs or other owner's corporation expenses that would but for this clause be payable by the **Landlord**. The **Tenant** agrees to be liable for any fees, on charges, interest or fines which relate to

any breach by the **Tenant** to any of the rules of the owner's corporation.

31. If the **Premises** include polished floorboards/floating floor, it shall be the responsibility of the **Tenant** to fit floor protectors to all items of furniture to protect the floorboards from scratching. Stiletto shoes must not be worn at any time by any occupant and/or invitee of the **Tenant** throughout the tenancy to prevent indentation being caused to the floors.

#### DURING THE TENANCY

32. The **Tenant** may change any lock security alarm code and/or other security device at the **Premises**. If the **Tenant** changes any lock security alarm code and/or other security device, the **Tenant** must give the **Landlord** or **Ranges First National Real Estate** a duplicate key and/or new security alarm code and/or other access device as soon as practicable.
33. Subject to the **Tenant** having been provided with a copy of any insurance policy maintained by the **Landlord**, the **Tenant** must not knowingly do or allow anything to be done at the **Premises** that may invalidate any insurance policy or result in the premium being increased above the normal rate.
34. The **Tenant** agrees to pay to the **Landlord** within 14 days any excess amount charged or any additional premium charged to the **Landlord** by any insurance company as a result of any accidental or malicious breakage of items including (but not limited to) any glass, toilet bowl or wash basin in the **Premises** where the damage has been caused by the **Tenant**, or by anyone at the **Premises** with the consent of the **Tenant**.
35. The **Tenant** must take reasonable measures so that anyone that the **Tenant** has allowed or permitted to be at the **Premises** does not cause damage to the **Premises**. This obligation shall not extend to the **Landlord** or **Ranges First National Real Estate** or their respective contractors.
36. The **Tenant** shall indemnify the **Landlord** for any loss or damage caused by the failure of the **Tenant** to avoid damage to the **Premises** by the **Tenant** or anyone at the **Premises** with the consent of the **Tenant**.
37. The **Tenant** shall indemnify the **Landlord** against all liability in respect of injury or damage to the

- Tenant** or to any third party or property arising from any conduct, act or omission by the **Tenant**, or any servant, agent and/or invitee of the **Tenant** including (but not limited to) any guest visiting the **Premises** on any short term letting of any part of the **Premises**.
38. The **Tenant** shall not do or allow to be done anything at the **Premises** that will cause the shared service facilities including (but not limited to) any driveway, lift or stairwell to become obstructed, untidy, damaged or used for any purpose other than for which it may be intended.
39. The **Tenant** shall not do or allow anything to be done which would invalidate any insurance policy on the **Premises** or increase the premium including (but not limited to) the storage of flammable liquids or the use of any kerosene or oil burning heater at the **Premises**.
40. The **Tenant** must not service or repair any motor vehicle, motor cycle, boat or caravan at the **Premises** except minor routine maintenance and cleaning, other than greasing and changing oil.
41. The **Tenant** shall notify **Ranges First National Real Estate** immediately on becoming aware of any damage to or defects in the **Premises** whether or not it might injure a person or cause damage to the **Premises**.
42. The **Tenant** must as soon as practicable notify the **Landlord** or **Ranges First National Real Estate** of any blockage or defect in any drain, water service or sanitary system. No item that could cause a blockage including (but not limited to) any feminine hygiene product, disposable nappy or excessive amounts of toilet paper may be flushed down the sewerage septic stormwater or drainage systems. The **Tenant** must pay and indemnify the **Landlord** against all reasonable expenses that are incurred in rectifying any defect or blockage that may be caused by the **Tenant** or a person that that the **Tenant** has allowed or permitted to be at the **Premises**. This obligation shall not extend to any defect or blockage caused by the **Landlord** or **Ranges First National Real Estate** or their respective contractors.
43. The **Tenant** shall not paint or affix any sign or any antenna or cabling onto the **Premises** or affix any nail, screw, fastening or adhesive to the interior/exterior of the **Premises** without the prior written consent of the **Landlord**.
- The consent of the **Landlord** will not be unreasonably withheld. The consent of the **Landlord** may be made subject to any reasonable condition including (but not limited to) removal of the thing affixed when the tenancy is terminated. The **Landlord** may require the **Tenant** to remove such items affixed and make good any damage caused by such removal.
44. The **Tenant** shall deposit all rubbish including any carton and newspaper in a proper rubbish receptacle with a close fitting lid as required by the local council. Such rubbish receptacle shall be kept only in the place provided and placed out by the **Tenant** for collection and returned to its allotted place in accord with local council by-laws and/or good practice.
45. The **Tenant** will be responsible for and will be liable for the cost of the extermination of all pests including (but not limited to) any rat, cockroach, mouse, flea or ant that may infest the **Premises** while the **Tenant** is in possession of the **Premises**.
46. The **Tenant** shall not hang any clothes outside the **Premises** other than where provision for the hanging of clothes has been provided. The **Tenant** must use any clothes drying facilities in the manner required by the **Landlord** or any owner's corporation.
47. The **Tenant** shall, at the **Tenant's** expense, replace with a similar type style and feature/attribute any lighting tube, globe and down-light (including any starter ballast or transformer) at the **Premises** which become defective during the term or any extension of this **Agreement** unless the defect is proven to be caused by faulty wiring or a defective fitting.
48. The **Tenant** shall be responsible for checking and relighting any pilot light on any gas appliance including (but not limited to) any gas hot water system, gas heating unit and gas oven before reporting any fault to **Ranges First National Real Estate**. If a tradesperson is sent by **Ranges First National Real Estate** on behalf of the **Landlord** to relight a pilot light the **Tenant** shall be liable for all costs unless the relighting is due to a fault with the gas appliance.
49. The **Tenant** must check each smoke detector in the **Premises** on a regular basis to ensure it is fully operational and to replace the battery with a battery of a similar type in each smoke detector on



- an annual basis or as required in between any servicing. The **Tenant** must immediately notify **Ranges First National Real Estate** of any faulty smoke detector. The **Tenant** acknowledges that such checks and battery replacement are essential for the safety of the **Tenant** and the security of the **Premises**.
50. The **Tenant** acknowledges that the **Premises** are a "Smoke Free Zone" and the **Tenant** will ensure that the **Tenant** and any invitees do not smoke inside the **Premises**.
51. All payments of **Rental** shall be made without demand by or on behalf of the **Landlord** and on time. No part payment will be accepted. All payments of **Rental** are to be made by the method in Item 7 of the Schedule to this **Agreement** or as notified in writing by **Ranges First National Real Estate** from time to time. Any dishonour fees will be recovered from the **Tenant**. Any costs incurred by **Ranges First National Real Estate** to retrieve **Rental** arrears shall be met by the **Tenant**. No personal cheque will be accepted in payment of **Rental**.
52. If the **Tenant** fails to make a payment under the terms of this **Agreement** on or before the due date for payment and the **Landlord** or **Ranges First National Real Estate** incurs fees and/or charges as a consequence of that failure, the **Tenant** must reimburse the **Landlord** and/or **Ranges First National Real Estate** the full amount of those fees and charges on demand. Fees and/or charges include (but not limited to) any additional interest paid or payable by the **Landlord** and/or **Ranges First National Real Estate** to an authorised deposit taking institution, financier, service provider or contractor
53. If the **Tenant** disagrees with a **Rental** increase sought by the **Landlord**, the **Tenant** may apply to the Director of Consumer Affairs Victoria for an investigation, provided the application to the Director of Consumer Affairs Victoria is made within 30 days after the notice of the **Rental** increase is given by or on behalf of the **Landlord**.
54. The **Tenant** must maintain any garden at or adjacent to the **Premises** including the mowing and edging of any lawn, light trimming/pruning of small trees, shrubs and taking care of plants. Garden beds, paths and paving are to be maintained by the **Tenant** in a neat and tidy condition, free of weeds and so far as is reasonably possible, free of garden pests and properly watered. When watering any garden, the **Tenant** must comply with any government watering restrictions in place. It is the responsibility of the **Tenant** to maintain any water feature/fountain or pond at the **Premises**. The **Tenant** must maintain the water quality and keep the water feature/fountain or pond clean as per the Condition Report at the commencement of the tenancy.
55. If any garden is watered by a watering system and/or via any tank water, the **Tenant** must maintain the system and/or tank in the state of repair and condition it was in at the start of this **Agreement** (fair wear and tear excepted). The **Tenant** is not required to repair damage to the watering system caused by the **Landlord**, **Ranges First National Real Estate** or their contractors.
56. The **Tenant** acknowledges that the **Premises** may require maintenance during the tenancy due to unforeseen acts of nature, wear and tear or other causes. Should this occur, the **Landlord** will use best endeavours to rectify any damage in a timely manner and in conjunction with any insurer and/or tradespeople appointed by any insurer. The **Tenant** agrees to allow the **Landlord** or any tradespeople reasonable access to carry out any such repairs.
57. The **Tenant** acknowledges that **Ranges First National Real Estate** is authorised to attend to urgent repairs to a maximum of \$2,500.00 (including GST) and the **Tenant** agrees to use all reasonable efforts to contact **Ranges First National Real Estate** during business hours or after hours information service on 0397546111 or **Ranges First National Real Estate** approved after hours emergency tradespeople before any urgent repairs are completed. Please refer to the booklet "Renting a Home - A guide for Tenants" as provided for classification of urgent repairs.
- |                        |               |                   |
|------------------------|---------------|-------------------|
| <b>Urgent Repairs:</b> | Name: Office  | Tel: 9754 6111    |
| <b>Urgent Repairs:</b> | Name: Meaghan | Tel: 0422 578 114 |
58. The **Tenant** shall not park or allow any vehicle to be parked on the **Premises** or in any garage facilities made available for use by the **Tenant** as part of this **Agreement** which leaks oil unless a suitable oil drip tray is provided. No visitor cars are permitted to be parked at the **Premises** unless any

- dedicated visitor parking is provided by the **Landlord**. The **Tenant** acknowledges that if the **Premises** are advertised without any off-street parking being made available, it shall be the responsibility of the **Tenant** to enquire with the local council whether any parking permit is required for on-street parking in the vicinity of the **Premises** and/or otherwise make independent arrangements for the parking of any motor vehicle.
59. The **Tenant** must not keep any pet (any animal other than an assistance dog within the meaning of the *Equal Opportunity Act 2010*) at the **Premises** without first obtaining the written permission of the **Landlord** or **Ranges First National Real Estate**. Permission will not be unreasonably withheld. In giving permission, the **Landlord** or **Ranges First National Real Estate** may impose reasonable conditions. It is not unreasonable for the **Landlord** or **Ranges First National Real Estate** to withhold permission if the rules of an owner's corporation prohibit pets being on common property or kept on the **Premises**. If an occupant of the **Premises** is blind, permission will not be required for the occupant to have a trained guide dog at the **Premises** (unless permission must be obtained from an owner's corporation). To seek the written permission of the **Landlord** or **Ranges First National Real Estate** to keep a pet at the **Premises** the **Tenant** must complete and provide a pet request form. The **Tenant** shall indemnify the **Landlord** against any loss or damage suffered by the **Landlord** as a result of any pet being kept at the **Premises** (with or without the written permission of the **Landlord** or **Ranges First National Real Estate**).
60. The **Tenant** must not install any pool, spa, pond or any other water retaining device (either inflatable or constructed) at the **Premises** without the express written permission of the **Landlord**. The **Tenant** also agrees that should any such permission be granted it will be conditional on the **Tenant** obtaining and providing evidence to the **Landlord**, of compliance with Council or any other regulations relating to pool installation or pool fencing requirements prior to the installation taking place.
61. The **Landlord** or **Ranges First National Real Estate** has the right to enter the **Premises** with 24 hours written notice to the **Tenant**, in order to:
- Carry out duties specified in this **Agreement**, or the **Act** or any other legislation or law.
  - Value the **Premises** or any property of which the **Premises** form part.
  - Show prospective buyers or financial lenders through the **Premises**.
  - Show prospective **Tenants** through the **Premises** (within 14 days of the termination of the tenancy).
  - Verify a reasonable belief that the **Tenant** or any occupier may not have met any duties as a **Tenant** of the **Premises**.
  - Make one general inspection in any six-month period, but not within the first three months of the tenancy.
62. If during the term of the tenancy the people in occupation of the **Premises** change -
- 62.1 The **Tenant** must as soon as practicable notify the **Landlord** or **Ranges First National Real Estate** in writing and comply with clause 10 of this **Agreement**
- 62.2 If the **Tenant** transfers the tenancy or sub-lets any part of the **Premises** contrary to clause 10 of this **Agreement** the **Tenant** may be required to pay or reimburse the fees incurred by the **Landlord** including (but not limited to) -
- 62.2.1 A pro-rata letting fee;
- 62.2.2 Any advertising or marketing expenses incurred;
- 62.2.3 **Rental** data base checks on applicants;
- 62.2.4 **Rental** on the **Premises** until the first to occur of the lease being assigned or cancelled or expiry of the tenancy.
- 62.3 The **Tenant** acknowledges that the **Tenant** will be required to reimburse the **Landlord** or **Ranges First National Real Estate** for any cost or charge incurred in preparing a written transfer of this **Agreement** in accord with the fees within the **Landlord's** appointment of **Ranges First National Real Estate** as agent to manage the **Premises**.
- 62.4 The obligation of the **Tenant** to pay the reletting expenses of the **Landlord** is subject to the **Landlord** taking reasonable steps to mitigate any loss arising from default by the **Tenant**.

## ENDING THE TENANCY

63. If the **Landlord** requires possession of the **Premises** when the tenancy ends, the **Landlord** will give the **Tenant** the notice required by and in the manner prescribed by the **Act**.
64. If the **Tenant** wishes to vacate the **Premises** at the expiration of this **Agreement** the **Tenant** must give the **Landlord** written notice of the intention of the **Tenant** to vacate at least 28 days prior to the expiration of this **Agreement**.
65. If the **Tenant** remains in occupation of the **Premises** after the expiration of this **Agreement** and does not enter into a new fixed term **Agreement** the tenancy reverts to a periodic tenancy such that the **Tenant** must give written notice of the intention of the **Tenant** to vacate the **Premises** specifying a termination date that is not earlier than 28 days after the day on which the **Tenant** gives written notice.
66. If the **Tenant** abandons the **Premises** or cancels the tenancy or decides to vacate the **Premises** during the term of this **Agreement** for whatever reason, the **Tenant** shall be responsible for reimbursing to the **Landlord** or **Ranges First National Real Estate** the following costs:
- 66.1 A pro rata letting fee;
- 66.2 Any marketing costs as incurred by **Ranges First National Real Estate** and/or the **Landlord**;
- 66.3 National tenancy database checks on each applicant or as required;
- 66.4 The continued payment of Rental until the first to occur of the **Premises** being relet or the current term of this **Agreement** expiring;
- 66.5 If the **Premises** are relet at a lower **Rental**, the **Tenant** must pay to the **Landlord** any difference or shortfall as required for the then unexpired portion of the the term of this **Agreement**.
67. The **Tenant** acknowledges that it is the responsibility of the **Tenant** on the termination of this **Agreement** to deliver all keys, fobs, security tags, air conditioner controls, car stacker keys/fobs for the **Premises** to **Ranges First National Real Estate** during business hours and to continue paying Rental until such time as all keys, fobs, security tags, air conditioner controls, car stacker keys/fobs are delivered.
68. The **Tenant** acknowledges that pursuant to Section 428 of the **Act**, the **Tenant** cannot refuse to pay Rental on the grounds that the **Tenant** intends to regard any part of the Bond as rent paid by the **Tenant**. The **Tenant** acknowledges that failure to comply with that section of the **Act** may render the **Tenant** liable to a penalty of 20 Penalty Units.
69. The **Tenant** shall be responsible for the removal of any furniture, fitting, personal property, motor cycle, car or boat spare parts or any other equipment at the termination of the tenancy, and shall reinstate the **Premises** or the land on which it is situated to the condition which existed at the commencement of the tenancy.
70. The **Tenant** agrees to have all windows at the **Premises** cleaned (both internally and externally) in a professional manner immediately prior to vacating the **Premises**.
71. The **Tenant** will at the termination of the tenancy (whatever the cause of the termination might be) arrange for the carpet or rugs in the **Premises** to be professionally steam cleaned or dry cleaned (at the direction of the **Landlord**) by a reputable carpet cleaning contractor and provide **Ranges First National Real Estate** with an invoice/receipt for such work. The cleanliness of the carpet as stated on the ingoing condition report completed at the commencement of the tenancy will be taken into consideration in assessing the quality or outcome of such cleaning.
72. All terms used in this **Agreement** shall have the meanings given to them in the Schedule which shall form part of this **Agreement** and **Act** means *Residential Tenancies Act 1997* and **Schedule** means the **Schedule** to this **Agreement** and **Agreement** means this document incorporating the Schedule and all attachments to this document.

#### ADDITIONAL REQUIREMENTS

73. The **Tenant** acknowledges that the **Tenant** is entering into a binding **Agreement** if this **Agreement** is signed utilising an electronic signature. Unless indicated to the contrary in the Schedule the **Tenant** consents to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000. The **Landlord** consents to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000 at the email address of **Ranges First National**

**Real Estate.** If the **Tenant** has not consented to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000 the **Landlord** shall not infer consent to the electronic service from the receipt or response to emails or other electronic communications.

74. The **Tenant** must give written notice as soon as practicable to the **Landlord** or **Ranges First National Real Estate** if the email address for electronic service of notices or other documents is changed.
75. The **Tenant** may withdraw consent to the electronic service of notices or other documents by giving written notice to the **Landlord** or **Ranges First National Real Estate** but such notice shall only become effective on receipt by the **Landlord** or **Ranges First National Real Estate** .
76. If the **Premises** are let fully furnished or semi-furnished the **Tenant** acknowledges that any furniture, fittings and chattels included in the **Premises** are listed in an attachment to this **Agreement** or in the Condition Report and the **Tenant** further acknowledges that all such items are in good condition as at the date of this **Agreement** unless specifically noted to the contrary.
77. The **Tenant** agrees to care for and maintain any items of furniture, fittings and chattels leased with the **Premises** during the tenancy and deliver them to the **Landlord** at the end of the tenancy in the same condition as at the **Commencement Date** (fair wear and tear excepted). The **Tenant** must follow any care or manufacturer's instruction manuals provided to properly care for any such furniture fittings and chattels leased with the **Premises**.
78. At the end of the tenancy, the **Tenant** must replace with items of equivalent quality features functionality and condition any of the items of furniture fittings and chattels leased with the **Premises** which have been damaged destroyed or rendered inoperable/useful during the term of this **Agreement** (fair wear and tear excepted).
79. The **Tenant** acknowledges that the **Tenant** may be liable for any repairs or maintenance costs to any furniture fittings and chattels leased with the **Premises** if the **Tenant** has failed to comply with any manufacturer's recommendations if it results in

loss or damage to any item of furniture fittings or chattels leased with the **Premises**.

## SPECIAL CONDITIONS

### 80. Special Conditions - No Pets

#### SPECIAL CONDITIONS

#### SMOKING

All smoking is to be done outside the house / unit, to ensure curtains, walls and carpets do not absorb the smell. Should this occur, it is the tenant's responsibility to have the curtains and carpets professionally cleaned and the walls washed down.

#### OCCUPATION

It is hereby agreed that the premises will not be permanently occupied by anyone other than the applicants approved by the landlord. If a new tenant wishes to move in or replace an existing tenant, an application must be submitted and this must be approved by the landlord, in the form of an approved application, prior to moving in.

#### PAYING RENT

It is the tenant's legal responsibility to pay rent to the agent. Rent must be paid to the agent at – 1 Bayview Road, Belgrave 3160

#### RENT ARREARS

If you are having difficulty paying your rent, please contact our office immediately to discuss the matter. A reminder email/SMS will be sent to you after rent is 3 days late and every day thereafter. A notice to vacate will be automatically served on you if your rent falls 14 days into arrears.

#### MAINTENANCE / REPAIRS

All maintenance repairs and requests must be submitted to the agent in via email: [propertymanagement@rangesfn.com.au](mailto:propertymanagement@rangesfn.com.au). **For all after hour emergency repairs please contact the office**

**9754 6111 leave a message with your name, property and phone number and will contact you ASAP.**

Any repair or fault reported by the tenant, that is deemed to be user fault or no repair required, will be at the tenant's expense and must be paid for with their next rent due.

**ASBESTOS**

Due to the unknown composition of the walls and ceilings at the subject property, the Tenant's acknowledge that they are not to disturb the surfaces in any way, which includes drilling, hammering, installing hooks or nails, sanding or painting surfaces.

Furthermore the tenants acknowledge that they will immediately advise the agent of any damage, should any occur, to any parts of the building during the period of the tenancy.

**CAR PARKING**

The tenant/s agree to park all vehicles in designated car parking areas and not on the front lawn or nature strip. Only road worthy vehicles are to be kept at the property at any time. The Tenant shall not park or allow to be parked vehicles on the premises that leak oil unless a suitable tray is provided.

**GARDENS**

Normally, unless otherwise specified, it is the tenants responsibility to maintain the gardens and lawns of a rented premises. In the event the gardens and lawns are not being maintained by the tenant, the owner will have the option to employ a gardener at the tenants expense

**INSPECTIONS**

Routine inspections are conducted twice yearly. The first routine inspection will be conducted after the first 3 months, followed by 6 monthly inspections thereafter. The agent will use digital photography at the time of the inspection to report back to the owner the condition of the property.

**CARPETS**

The tenant/s hereby agree to have the carpets steam/dry cleaned at the end of the tenancy by a reputable company and to supply the agency with a copy of the invoice/receipt.

**LEASE TERMINATION**

Tenant/s are required to supply, in writing, to the agent any intention to vacate the premises. If the tenant/s is currently on a fixed term lease agreement, they are required to supply 28 days written notice of their intention to vacate the premises, to co-inside with the expiration of the tenancy. If the tenant/s are currently on a periodic lease agreement, they may give 28 days written notice to the agent, at any time throughout the tenancy.

**BREAKING THE LEASE**

If the event that the tenant, who is currently on a fixed term lease agreement, needs to terminate their lease prior to the expiration of their tenancy, they agree to the follow –

- Pay rent until such time as a suitable tenant occupies the premises.
- Pro-rata portion of the letting fee
- All advertising costs involved
- Any GST applicable to the above

**KEYS**

The tenant/s hereby agree not to change any of the properties locks unless prior approved is received in writing from the owner.

The tenant also agrees to supply the agency with a copy of all new keys to the property.

**BOND**

Security deposits are only returned to tenant/s after the property keys have been returned to the agency and a final inspection has been carried out.

**PETS**

The tenant/s are not permitted to have pets at the premises. Any request to have pets at the premises

must be submitted in writing by the tenant/s on the prescribed Consumer Affairs form and approved by the landlord/s.

## INSURANCE

The Tenant acknowledges that it is their responsibility to insure their possessions. The Tenant also acknowledges that the Landlord's insurance policy will not provide cover for such possessions.

## CONDITION REPORT

The Tenant acknowledges that the Condition Report provided at the commencement of the tenancy must be signed and returned to the Agent within 3 business days after entering into occupation of the premises. If the Condition Report is not returned, the copy held by the Agent will be accepted as conclusive evidence of the state of repair or general condition of the rented premises, as at the commencement of this tenancy.

### Tenant Acknowledgement

1. Tristan D'Aloia viewed and acknowledged at Tue, 02/03/2021 11:53

## 81. Rear Garden Clause

Normally, unless otherwise specified, it is the tenants responsibility to maintain the gardens and lawns of a rented premises. In the event the gardens and lawns are not being maintained by the tenant, the owner will have the option to employ a gardener at the tenants expense.

The owner will attend to the gardening at the rear section of the property from below the second garden tier down to the stream, hard pruning and cleaning of gutters throughout the tenancy and will require access every 4-6 months, or as required to perform these duties.

### Tenant Acknowledgement

1. Tristan D'Aloia viewed and acknowledged at Tue, 02/03/2021 11:53

## Privacy Collection Notice

As professional property managers **Ranges First National Real Estate** collects personal information about you. To ascertain what personal information we have about you, you can contact us on:

### Primary Purpose

As professional property managers, **Ranges First National Real Estate** collect your personal information to assess the risk in providing you with the lease / tenancy of the **Premises** you have requested, and if the risk is considered acceptable, to provide you with the lease / tenancy of the **Premises**.

To carry out this role, and during the term of your tenancy, we usually disclose your personal information to:

- The **Landlord**
- The **Landlord's** lawyers
- The **Landlord's** mortgagee
- Referees you have nominated
- Organisations / Tradespeople required to carry out maintenance to the **Premises**
- Third party organisations required to provide **Ranges First National Real Estate** services
- Rental Bond Authorities
- Residential Tenancy Tribunals / Courts
- Collection Agents
- National Tenancy Database Pty Ltd (ABN 65 079 105 025 ("ntd"))
- Other Real Estate Agents, **Landlords** and Valuers

### Secondary Purpose

**Ranges First National Real Estate** also collect your personal information to:

- Enable us, or the **Landlord's** lawyers, to prepare the lease / tenancy documents for the **Premises**.
- Allow organisations / tradespeople to contact you in relation to maintenance matters relating to the **Premises**.
- Pay / release rental bonds to / from Rental Bond Authorities (where applicable).
- Refer to Tribunals, Courts and Statutory Authorities (where necessary).
- Refer to Collection Agent / Lawyers (where default / enforcement action is required).
- Provide confirmation details for organisations contacting us on your behalf i.e. Banks, Utilities (Gas, Electricity, Water, Phone), Employers, etc.

If your personal information is not provided to us and you do not consent to the uses to which we put your personal information, **Ranges First National Real Estate** cannot properly assess the risk to our client, or carry out our duties as professional property managers. Consequently, we then cannot provide you with the lease / tenancy of the **Premises**. You also acknowledge

that our related financial services company may contact you from time to time to explain other services that this company may be able to provide.

Our privacy policy contains information about how you may access the personal information we hold about you, including information about how to seek correction of such information. We are unlikely to disclose any of your personal information to overseas recipients.

The **Ranges First National Real Estate** privacy policy contains information about how you may complain about an alleged breach of the Australian Privacy Principles, and how we will deal with such a complaint.

The **Ranges First National Real Estate** privacy policy can be viewed without charge on the **Ranges First National Real Estate** website; [www.ipropertyexpress.com](http://www.ipropertyexpress.com) or contact your local **Ranges First National Real Estate** office and we will send or email you a free copy.

#### Disclaimer

**Ranges First National Real Estate** its directors partners employees and related entities responsible for preparing this **Agreement** believe that the information contained in this **Agreement** is up to date and correct. However no representation or warranty of any nature can be given intended or implied and the **Landlord** and the **Tenant** should rely on their own enquiries as to the accuracy of any information or material incorporated in this **Agreement**. The law is subject to change without notice and terms and conditions in this **Agreement** may be amended as a result. **Ranges First National Real Estate** disclaims all liability and responsibility including for negligence for any direct or indirect loss or damage suffered by any person arising out of any use and/or reliance on this **Agreement** or any information incorporated in it.

## Tenant Signature(s)

Tenant : **Tristan D'Aloia**



Signed at Tue, 02/03/2021 11:53

## Property Manager Signature(s)

Property Manager : **Donna Scherp** on behalf of **Jane Mortimer and Matthew Heffernan** (Landlord)



Signed at Tue, 02/03/2021 10:58

## AUDIT TRAIL

### Donna Scherp (Property Manager)

Tue, 02/03/2021 10:58 - Donna Scherp stamped saved signature the Residential Tenancy Agreement

Tue, 02/03/2021 11:03 - Donna Scherp submitted the Residential Tenancy Agreement

### Tristan D'Aloia (Tenant)

Tue, 02/03/2021 11:03 - Invite sent to Tristan D'Aloia

Tue, 02/03/2021 11:48 - Tristan D'Aloia clicked 'start' button to view the Residential Tenancy Agreement

Tue, 02/03/2021 11:50 - Tristan D'Aloia clicked 'start' button to view the Residential Tenancy Agreement

Tue, 02/03/2021 11:51 - Tristan D'Aloia submitted the Residential Tenancy Agreement

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AGREEMENT END

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# Due diligence checklist

## What you need to know before buying a residential property

Before you buy a home, you should be aware of a range of issues that may affect that property and impose restrictions or obligations on you, if you buy it. This checklist aims to help you identify whether any of these issues will affect you. The questions are a starting point only and you may need to seek professional advice to answer some of them. You can find links to organisations and web pages that can help you learn more, by visiting the [Due diligence checklist page on the Consumer Affairs Victoria website](http://consumer.vic.gov.au/duediligencechecklist) (consumer.vic.gov.au/duediligencechecklist).

## Urban living

### Moving to the inner city?

High density areas are attractive for their entertainment and service areas, but these activities create increased traffic as well as noise and odours from businesses and people. Familiarising yourself with the character of the area will give you a balanced understanding of what to expect.

### Is the property subject to an owners corporation?

If the property is part of a subdivision with common property such as driveways or grounds, it may be subject to an owners corporation. You may be required to pay fees and follow rules that restrict what you can do on your property, such as a ban on pet ownership.

## Growth areas

### Are you moving to a growth area?

You should investigate whether you will be required to pay a growth areas infrastructure contribution.

## Flood and fire risk

### Does this property experience flooding or bushfire?

Properties are sometimes subject to the risk of fire and flooding due to their location. You should properly investigate these risks and consider their implications for land management, buildings and insurance premiums.

## Rural properties

### Moving to the country?

If you are looking at property in a rural zone, consider:

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?

### Can you build new dwellings?

Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

### Is there any earth resource activity such as mining in the area?

You may wish to find out more about exploration, mining and quarrying activity on or near the property and consider the issue of petroleum, geothermal and greenhouse gas sequestration permits, leases and licences, extractive industry authorisations and mineral licences.

## Soil and groundwater contamination

### Has previous land use affected the soil or groundwater?

You should consider whether past activities, including the use of adjacent land, may have caused contamination at the site and whether this may prevent you from doing certain things to or on the land in the future.

(04/10/2016)

## **Land boundaries**

### **Do you know the exact boundary of the property?**

You should compare the measurements shown on the title document with actual fences and buildings on the property, to make sure the boundaries match. If you have concerns about this, you can speak to your lawyer or conveyancer, or commission a site survey to establish property boundaries.

## **Planning controls**

### **Can you change how the property is used, or the buildings on it?**

All land is subject to a planning scheme, run by the local council. How the property is zoned and any overlays that may apply, will determine how the land can be used. This may restrict such things as whether you can build on vacant land or how you can alter or develop the land and its buildings over time.

The local council can give you advice about the planning scheme, as well as details of any other restrictions that may apply, such as design guidelines or bushfire safety design. There may also be restrictions – known as encumbrances – on the property's title, which prevent you from developing the property. You can find out about encumbrances by looking at the section 32 statement.

### **Are there any proposed or granted planning permits?**

The local council can advise you if there are any proposed or issued planning permits for any properties close by. Significant developments in your area may change the local 'character' (predominant style of the area) and may increase noise or traffic near the property.

## **Safety**

### **Is the building safe to live in?**

Building laws are in place to ensure building safety. Professional building inspections can help you assess the property for electrical safety, possible illegal building work, adequate pool or spa fencing and the presence of asbestos, termites, or other potential hazards.

## **Building permits**

### **Have any buildings or retaining walls on the property been altered, or do you plan to alter them?**

There are laws and regulations about how buildings and retaining walls are constructed, which you may wish to investigate to ensure any completed or proposed building work is approved. The local council may be able to give you information about any building permits issued for recent building works done to the property, and what you must do to plan new work. You can also commission a private building surveyor's assessment.

### **Are any recent building or renovation works covered by insurance?**

Ask the vendor if there is any owner-builder insurance or builder's warranty to cover defects in the work done to the property.

## **Utilities and essential services**

### **Does the property have working connections for water, sewerage, electricity, gas, telephone and internet?**

Unconnected services may not be available, or may incur a fee to connect. You may also need to choose from a range of suppliers for these services. This may be particularly important in rural areas where some services are not available.

## **Buyers' rights**

### **Do you know your rights when buying a property?**

The contract of sale and section 32 statement contain important information about the property, so you should request to see these and read them thoroughly. Many people engage a lawyer or conveyancer to help them understand the contracts and ensure the sale goes through correctly. If you intend to hire a professional, you should consider speaking to them before you commit to the sale. There are also important rules about the way private sales and auctions are conducted. These may include a cooling-off period and specific rights associated with 'off the plan' sales. The important thing to remember is that, as the buyer, you have rights.