

SECTION 32 STATEMENT

PURSUANT TO DIVISION 2 OF PART II
SECTION 32 OF THE SALE OF LAND ACT 1962 (VIC)

Vendor: Philip Ross Anderson

Property: 52 Commercial Street MERBEIN VIC 3505 & 66 Fisher Lane MERBEIN VIC 3505

VENDORS REPRESENTATIVE

Mildura Property Transfers Pty Ltd

PO Box 1012
MILDURA VIC 3502

Tel: 03 5022 9300

Fax: 03 5022 9304

Email: warrick@mildurapropertytransfers.com.au

Ref: Warrick Watts

SECTION 32 STATEMENT
52 COMMERCIAL STREET MERBEIN VIC 3505 & 66 FISHER LANE MERBEIN VIC 3505

1. FINANCIAL MATTERS

- (a) Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is as follows-

Provider	Amount (& interest if any)	Period
Mildura Rural City Council (Commercial St)	\$1,530.60	Per annum
Mildura Rural City Council (Fisher Lane)	\$1,317.76	Per annum
Lower Murray Water (Commercial St)	\$ 175.05	Per quarter
Lower Murray water (Fisher Lane)	\$ 175.05	Per quarter

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:- None to the vendors knowledge

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.

- (b) The particulars of any Charge (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under the charge are as follows:- Not Applicable

2. INSURANCE

- (a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: - Not Applicable
- (b) Where there is a residence on the land which was constructed within the preceding six years, and section 137B of the *Building Act 1993* applies, particulars of the required insurance are as follows:- Not Applicable

3. LAND USE

(a) RESTRICTIONS

Information concerning any easement, covenant or similar restriction affecting the land (whether registered or unregistered) is as follows:-

- Easements affecting the land are as set out in the attached copies of title.
- Covenants affecting the land are as set out in the attached copies of title.
- Other restrictions affecting the land are as attached.
- Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:-

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the land. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

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(b) BUSHFIRE

This land is not in a designated bushfire- prone area within the meaning of the regulations made under the *Building Act 1993*.

(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

Planning Scheme:

Responsible Authority: See attached Property Report

Zoning:

Planning Overlay/s:

4. NOTICES

(a) 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 of which the Vendor might reasonably be expected to have knowledge are:- None to the Vendors knowledge however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor

(b) The Vendor is not aware of any 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.

Particulars of any Notice of intention to acquire served under Section 6 of the *Land Acquisition and Compensation Act, 1986* are: Not Applicable

5. BUILDING PERMITS

Particulars of any Building Permit issued under the *Building Act 1993* during the past seven years (where there is a residence on the land):-

No such Building Permit has been granted to the Vendors knowledge.

6. OWNERS CORPORATION

The Owners Corporation in respect of the land is INACTIVE. It has not, in the past 15 months, had an Annual General Meeting, fixed any fees or held any insurance. Two lot exemption applies.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

(1) The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987* is NOT –

- land that is to be transferred under the agreement.
- land on which works are to be carried out under the agreement (other than Crown land).
- land in respect of which a GAIC is imposed

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(2) ~~Attached is a copy of a notice or certificate in the case of land where there is a GAIC recording (within the meaning of Part 9B of the *Planning and Environment Act 1987*):~~

- ~~— any certificate of release from liability to pay;~~
- ~~— any certificate of deferral of the liability to pay;~~
- ~~— any certificate of exemption from the liability to pay;~~
- ~~— any certificate of staged payment approval;~~
- ~~— any certificate of no GAIC liability;~~
- ~~— any notice given under that Part providing evidence of the grant of a reduction of the whole or part of the liability to pay;~~
- ~~— any notice given under that Part providing evidence of an exemption of the liability to pay;~~

~~OR~~

- ~~— a GAIC certificate relating to the land issued by the Commissioner under the *Planning and Environment Act 1987*.~~

8. SERVICES

Service	Status
Electricity supply	Connected
Gas supply	Not Connected
Water supply	Connected
Sewerage	Connected
Telephone services	Not Connected

Connected indicates that the service is provided by an authority and operating on the day of sale. The Purchaser should be aware that the Vendor may terminate their account with the service provider before settlement, and the purchaser will have to have the service reconnected.

9. TITLE

Attached are the following document/s concerning Title:

- (a) In the case of land under the *Transfer of Land Act 1958* a copy of the Register Search Statement/s and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and its location.
- (b) In any other case, a copy of -
 - (i) the last conveyance in the Chain of Title to the land; or
 - (ii) any other document which gives evidence of the Vendors title to the land.
- (c) Where the Vendor is not the registered proprietor or the owner of the estate in fee simple, copies of the documents bearing evidence of the Vendor's right or power to sell the land.
- (d) In the case of land that is subject to a subdivision -
 - (i) a copy of the Plan of Subdivision which has been certified by the relevant municipal council (if the Plan of Subdivision has not been registered), or
 - (ii) a copy of the latest version of the plan (if the Plan of Subdivision has not been certified).
- (e) In the case of land that is part of a staged subdivision within the meaning of Section 37 of the *Subdivision Act 1988* -
 - (i) if the land is in the second or a subsequent stage, a copy of the plan for the first stage; and
 - (ii) details of any requirements in a Statement of Compliance relating to the stage in which the land is included that have not been complied with; and
 - (iii) details of any proposals relating to subsequent stages that are known to the Vendor; and

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- (iv) a statement of the contents of any permit under the *Planning and Environment Act 1987* authorising the staged subdivision.
- (f) In the case of land that is subject to a subdivision and in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed -
- (i) if the later plan has not been registered, a copy of the plan which has been certified by the relevant municipal council; or
 - (ii) if the later plan has not yet been certified, a copy of the latest version of the plan.

10. DUE DILLIGENCE 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 the 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 but the checklist has been attached as a matter of convenience.

DATE OF THIS STATEMENT

23 / 02 /20 21

Name of the Vendor

Philip Ross Anderson

Signature/s of the Vendor

x



The Purchaser acknowledges being given a duplicate of this statement signed by the Vendor before the Purchaser signed any contract.

DATE OF THIS ACKNOWLEDGMENT

/ /20

Name of the Purchaser

Signature/s of the Purchaser

x

IMPORTANT NOTICE - ADDITIONAL DISCLOSURE REQUIREMENTS

Undischarged mortgages – S32A(a)

Where the land is to be sold subject to a mortgage (registered or unregistered) which is not to be discharged before the purchaser becomes entitled to possession or receipt of rents and profits, then the vendor must provide an additional statement including the particulars specified in Schedule 1 of the *Sale of Land Act 1962*.

Terms contracts – S32A(d)

Where the land is to be sold pursuant to a terms contract which obliges the purchaser to make two or more payments to the vendor after execution of the contract and before the vendor is entitled to a conveyance or transfer, then the vendor must provide an additional statement containing the information specified in Schedule 2 of the *Sale of Land Act 1962*.

Register Search Statement - Volume 11009 Folio 201

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

VOLUME 11009 FOLIO 201

Security no : 124088287212S
Produced 23/02/2021 01:47 PM

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 602014J.
PARENT TITLE Volume 09189 Folio 926
Created by instrument PS602014J 22/05/2007

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
PHILIP ROSS ANDERSON of 35 GLENEAGLES CRESCENT ALBANY CREEK QLD 4035
AG985966J 21/01/2010

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AG985968E 21/01/2010
ST. GEORGE BANK LTD

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 set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE PS602014J 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)

ADMINISTRATIVE NOTICES

NIL

eCT Control 16320Q WESTPAC BANKING CORPORATION
Effective from 23/10/2016

DOCUMENT END

The information supplied has been obtained by SAI Global Property Division Pty Ltd who is licensed by the State

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PLAN OF SUBDIVISION			Stage No. <div style="border: 1px solid black; width: 50px; height: 50px; margin: 0 auto;"></div>	LTO use only EDITION 1	Plan Number PS 602014J
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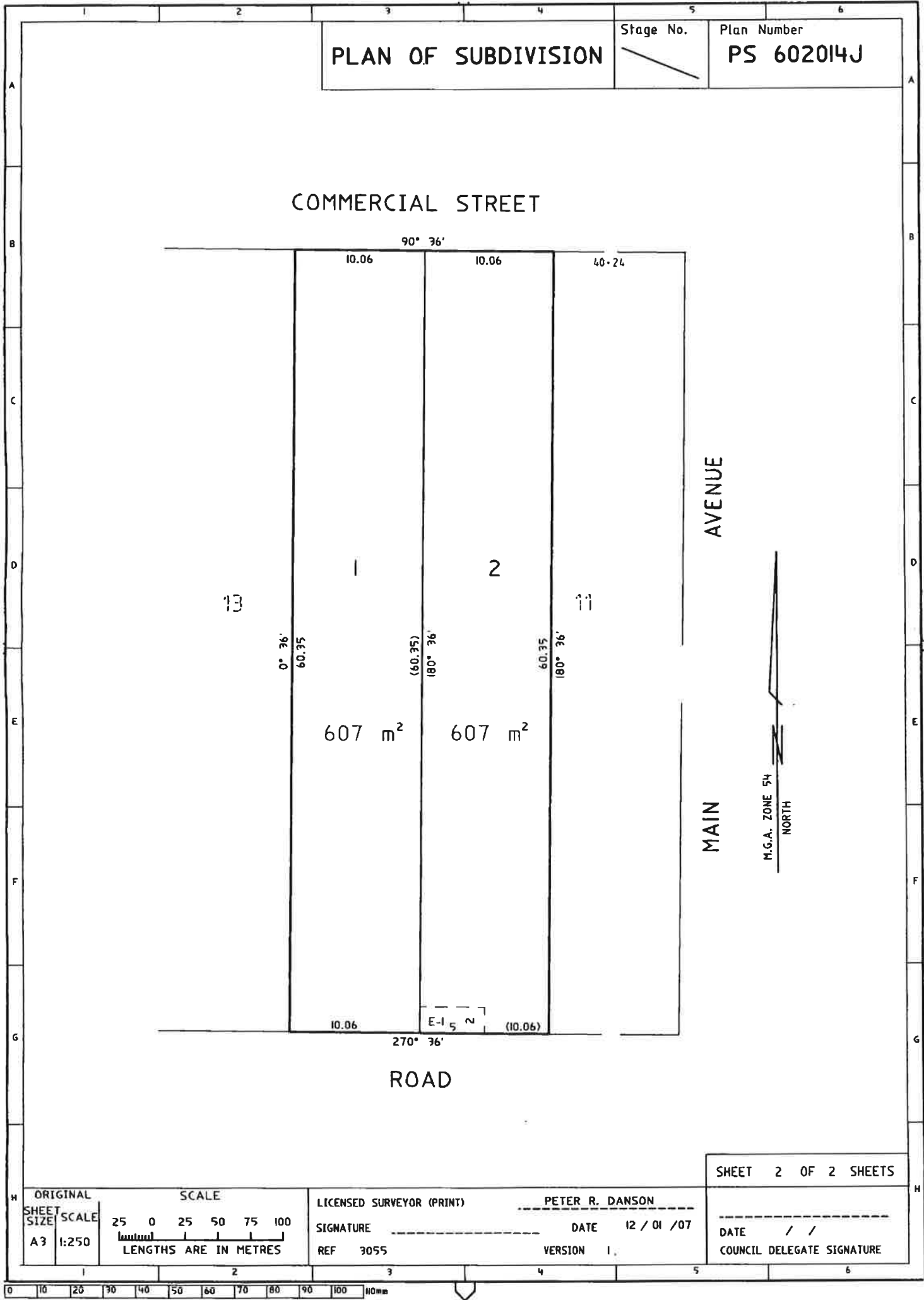
<p style="text-align: center;">Location of Land</p> <p>Parish: MERBEIN Township: MERBEIN Section: ONE Crown Allotment: 12 Crown Portion: _____</p> <p>LTO base record: VICMAP DIGITAL PROPERTY Title References: VOL. 9189 FOL. 926</p> <p>Last Plan Reference: _____</p> <p>Postal Address: 52 COMMERCIAL STREET MERBEIN VIC. 3505</p> <p>MGA Co-ordinates: E 597 500 (Or approx. centre of plan) N 6 218 673 Zone 54</p>	<p style="text-align: center;">Council Certification and Endorsement</p> <p>Council Name: MILDURA RURAL CITY COUNCIL Ref: S01068</p> <p>1. This plan is certified under section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 / / 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.</p> <p style="text-align: center;">Open Space</p> <p>(i) A requirement for public open space under section 18 Subdivision Act 1988 has / has not been made (ii) The requirement has been satisfied (iii) The requirement is to be satisfied in Stage</p> <p>Council Delegate Council seal</p> <p>Date 27/2/2007</p> <p>Re-certified under Section 11(7) of the Subdivision Act 1988 Council Delegate Council seal Date / /</p>
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Vesting of Roads or Reserves	
Identifier	Council/Body/Person
NIL	NIL

Notations	
<p>Depth Limitation: 15.24 METRES BELOW THE SURFACE AFFECTS ALL THE LAND IN THE PLAN.</p> <p>Other Notations: NIL</p>	<p>Staging This is / is not a staged subdivision Planning Permit No. P06/320</p> <p>Survey:- This plan is / is not based on survey. To be completed where applicable. This survey has been connected to permanent marks no(s). 226, 227 AND 232 In proclaimed Survey Area no. 25</p>

Easement Information					LTO use only Statement of Compliance / Exemption Statement Received <input checked="" type="checkbox"/> Date 5/4/2007
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road) Section 12(2) Subdivision Act 1988 applies to all the land in this plan.					LTO use only PLAN REGISTERED TIME 7:53 AM DATE 22/5/2007 Assistant Registrar of Titles
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	
E-1	DRAINAGE	2	THIS PLAN	LOT 1 IN THIS PLAN	

<p style="text-align: center;">PETER R. DANSON LICENSED LAND SURVEYOR 177 WALNUT AVENUE MILDURA, 3500 PH 03 5023 6268</p>	<p>LICENSED SURVEYOR (PRINT) PETER R. DANSON</p> <p>SIGNATURE _____ DATE 12/01/07</p> <p>REF 3055 VERSION 1</p>	<p>DATE / /</p> <p>COUNCIL DELEGATE SIGNATURE _____</p> <p>Original sheet size A3</p>
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Collie & Tierney

This agreement is made on the **14th** day of **February 2020**
At **67 Lime Avenue, Mildura Vic 3500**

LANDLORD: Name: **C. & P. Anderson**
(A.B.N. if landlord is a company):
Address: **C/- 67 Lime Avenue, Mildura Vic 3500**

AGENT: Registered Business Name: **Collie & Tierney (Mildura) Pty Ltd**
(A.B.N. if agent is a Company): **38 005 110 118**
Address: **67 Lime Avenue**
Mildura Vic 3500
Telephone Number: **03) 5021 2200**
Fax Number: **03) 5021 1213**

TENANT (1): Name: **Ms April Jones**
(A.B.N. if tenant is a company):
Address: **67 Box Street, Merbein VIC 3505**

TENANT (2): Name: **Mr Jacob Floyd**
Address: **67 Box Street, Merbein VIC 3505**

TENANT (3): Name:
Address:

TENANT (4): Name:
Address:

PREMISES: **1/52 Commercial Street, Merbein Vic 3500**
(*Together with those items indicated in the **condition report**)

RENT: The rental amount is **\$240.00** per week.
The date the first payment is due is **Friday, 14 February 2020**

BOND: The tenant must pay a bond of **\$1010.00** to the landlord/agent on **14 February 2020**
In accordance with the **Residential Tenancies Act 1997**, the landlord must lodge the bond with the Residential Tenancies Bond Authority within 10 business days after receiving the bond.
If there is more than one tenant and they do not contribute equally to the total bond, the amounts they each contribute are listed here:
NAME: AMOUNT:
NAME: AMOUNT:
NAME: AMOUNT:
If the tenant does not receive a bond receipt from the Residential Tenancies Bond Authority within 15 business days of paying a bond, the tenant should contact the Residential Tenancies Bond Authority

PERIOD: Term: **12 Months**
Commencement Date: **Friday, 14 February 2020**
Termination Date: **Saturday, 13 February 2021**

Unless the agreement terminates in accordance with the **Residential Tenancies Act 1997**, the agreement will continue as a periodic tenancy.

OR

The agreement will commence from the /and will continue until terminated in accordance with the **Residential Tenancies Act 1997**

SIGNED: By the Landlord/Agent: *Sam Hardy* In presence of *Devin* (Witness)

SIGNED: By the Tenant/s *X [Signature]* *W Hardy* In the presence of *Sam Hardy* (Witness)

NOTE: USE OF THIS GUARANTEE IS SUBJECT TO THE PROVISIONS OF SECTIONS 37 AND 38 OF THE RESIDENTIAL TENANCIES ACT, 1997.

GUARANTEE: To the within names landlord _____

I/We _____

of _____

HERBY GUARENTEE the punctual performance by the within named tenant/s of all the terms, conditions and covenants contained in the above **AGREEMENT**. You may without affecting my/our liability under this

AGREEMENT grant time or other concessions to or compromise with the **TENANT/S** and this Guarantee shall be a continuing Guarantee in all respects. **SIGNED, SEALED AND DELIVERED**

By the Guarantor in the presence of: _____ (Witness)

The **TENANT/S** herby acknowledges having received a copy of the Statement of Rights and Duties, one copy of the Condition Report and a copy of this Tenancy Agreement in accordance with the provisions of the Residential Tenancies Act 1997.

SIGNED By the Tenant/s *X [Signature]* *W Hardy*



**first
national**
REAL ESTATE

Collie & Tierney

NOTICE TO ALL TENANTS

In the event of locking yourself out of your rental premises, please be advised of the following company policy:

If locked out during business hours:

Monday - Friday - 8.30am to 5.00pm

We will be more than happy for you to collect spare keys (if we have them) from our office to enable entry.

If locked out after business hours you will need to contact a locksmith to assist you in gaining entry at your own expense.

Sunraysia Locksmiths
MKC Locksmiths

5023 5444 / 0427 235 444
5023 2665 / 0408 596 692

They will require payment upon completion of the work using cash or if prior arrangements are made with them.

Now would be a good opportunity to check if you have adequate spare keys stored in a safe place.

Consents to the electronic service of notices and other documents in accordance with the requirements of the Electronic Transactions (Victoria) Act 2000 at this email address: Please circle		<input checked="checked" type="radio"/> Y	<input type="radio"/> N
Email address:	aljones1992@live.com		

Signed: By the Landlord/Agent

Sally Hardy

Signed by the tenant/s

x *[Signature]*

Address: 1152 Commercial St, merbein.

Date: 24/1/20

Residential Tenancy Agreement

Residential Tenancies Act 1997 / Residential Tenancies Regulations 2008



**first
national**
REAL ESTATE

Collie & Tierney

Conditions of Agreement

- 1. Condition of the premises**
The Landlord must-
 - a) Ensure that the premises are maintained in good repair; and
 - b) If the landlord owns or controls the common areas relating to those premises, take reasonable steps to ensure that the common areas are maintained in good repair.
- 2. Damage to the premises**
 - a) The TENANT must ensure that care is taken to avoid damaging the rented premises.
 - b) The TENANT must take reasonable care to avoid damaging the premises and any common areas.
 - c) The TENANT who becomes aware of damage to the rented premises must give notice to the LANDLORD of any damage to the premises as soon as practicable.
- 3. Cleanliness of the premises**
 - a) The LANDLORD must ensure that the premises are in a reasonable clean condition on the day on which it is agreed that the TENANT is to enter into occupation of the premises.
 - b) The TENANT must keep the premises in a reasonably clean condition during the period of agreement.
- 4. Use of premises**
 - a) The TENANT must not use or allow the premises to be used for any illegal purpose.
 - b) 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.
- 5. Quiet enjoyment**
The LANDLORD must take all reasonable steps to ensure that the TENANT has quiet enjoyment of the premises.
- 6. Assignment or sub-letting**
 - a) The TENANT must not assign or sub-let the whole or any part of the premises without the written consent of the LANDLORD. The LANDLORD's consent must not be unreasonably withheld.
 - b) The LANDLORD must not demand or receive any fee or payment for the consent, except in respect of any fees, cost or charges incurred by the landlord in relation to the preparation of a written assignment of the agreement.
- 7. Residential Tenancies Act 1997**
Each party must comply with the **Residential Tenancies Act 1997**.
(NOTE: Reference should be made to the **Residential Tenancies Act 1997** for further rights and duties.)
- 8. Ancillary use of the premises**
The tenant must primarily use the premises as a residence. If the tenant wants to use the premises as a residence and for an ancillary purpose, the tenant must first obtain the landlord's written consent. The landlord will not unreasonably withhold consent and in giving consent may impose reasonable terms and conditions.
- 9. Utility Charges**
 - 9.1** The landlord is liable for the costs and charges set out in section 53(1) and (if applicable section 54 of the **Residential Tenancies Act 1997**). (Note: Details of the costs and charges are available at www.parliament.vic.gov.au click on "Legislation and Bills" then click on "Victorian Law Today" and follow the prompts).
 - 9.2** The tenant is liable for the costs and charges set out in section 52 of the **Residential Tenancies Act 1997**. (Note: details of the costs and charges are available at www.parliament.vic.gov.au click on "Legislation and Bills" then click on "Victorian Law Today" and follow the prompts).
 - 9.3** If a service is damaged or disconnected because of the fault of the landlord or the agent or the fault of their contactors the landlord must have the service repaired or reconnected and pay the expense of doing so.
 - 9.4** If a service is damaged or disconnected because of the fault of the tenant or any person the tenant has allowed or permitted to be on the premises, the tenant must have the service repaired or reconnected and pay the expense of doing so.
 - 9.5** If the tenant disconnects or changes the supplier of a service, the tenant must pay any expense in connection with having the service disconnected and another service connected.

10. Landlord insurance

10.1 The tenant will not knowingly do or allow anything to be done on the premises that may invalidate the landlord's insurance policies or result in the premiums being increased above the normal rate.

10.2 The tenant agrees to pay to the landlord any excess incurred as a result of the accidental breakage of glass, toilet bowls, or wash basins in the premises if the damage has been caused by the tenant or by a person the tenant has allowed or permitted to be on the premises. The obligation does not apply if the accidental breakage is caused by the landlord, the agent or their contractors.

10.3 The tenant acknowledges that the landlord's insurance policies do not provide over for the tenant's possessions. (Note: It is strongly recommended the tenant takes out contents insurance to adequately cover his/her possessions).

11. Light globes and fluorescent tubes

The TENANT must replace all damaged, defective, or broken light globes, spotlights and/or fluorescent tubes (including starters) during the term, at the tenant's expense. This obligation does not extend to replacing light globes, spotlights, and/or fluorescent tubes (including starter) damaged, broken or made defective by the landlord or the agent or their contractors.

12. Tenant to advise landlord or agent of defects

The tenant must notify the landlord or agent as soon as practicable upon becoming aware in the premises that might injure a person or cause damage to the premises.

13. Damage to the premises

13.1 The tenant must take reasonable measures to ensure that anyone the tenant has allowed or permitted to be on the premises does not cause damage to the premises. This obligation does not extend to the landlord, the agent or their contractors.

13.2 The tenant must as soon as practicable notify the landlord or the agent of any blockages or defects in drains, water services, or sanitary systems. No item that could cause blockage (including but not limited to feminine hygiene products, disposable nappies, or excessive amounts of toilet paper) may be flushed down the sewerage, septic, storm water, or drainage systems. The tenant must pay all reasonable expenses that are incurred in rectifying defects or blockages that are caused by the tenant or a person the tenant has allowed or permitted to be on the premises. This obligation does not extend to defects or blockages caused by the landlord, the agent or their contractors.

13.3 The tenant will indemnify the landlord for any loss or damage caused to the premises by the tenant or a person the tenant has allowed or permitted to be on the premises. The indemnity does not apply to loss or damage caused by the premises. The indemnity does not apply to loss or damage caused by the landlord, the agent or their contractors.

13.4 The tenant will indemnify the landlords against liability for injury or loss sustained by any person or a person's property because of the negligence of the tenant or the negligence of a person the tenant has allowed or permitted to be on the premises. The indemnity does not apply to injury or loss caused by the landlord, the agent or their contractors.

14. Cleaning carpets on vacating the premises

If new carpet has been installed or the existing carpet has been professionally dry or steam cleaned at the commencement of the tenancy (and the landlord or agent has produced a copy receipt for payment, upon request), the tenant will have the carpet professionally dry or steam cleaned upon vacating the premises and provide the landlord or agent with a receipt for payment of the work.

15. Fasteners, antennas and signs

The tenant must obtain the landlord's or the agent's written consent before painting or affixing any sign or antenna or cabling to the inside or outside of the premises. The landlord's or the agent's consent is also required before any nail, screw, or other fastener or adhesive is affixed to the inside or outside of the premises. The landlord's or the agent's consent will not be unreasonably withheld but may be given subject to reasonable conditions. Reasonable conditions include (but are not limited to) removal of the object affixed when the tenancy is terminated or comes to an end and the making good of any damage caused to the premises by the installation or removal of that object.

16. Smoke detectors

16.1 The tenant must conduct regular checks to ensure smoke detectors are in proper working order. (Note: regular checks are a requirement for the safety of occupants and security of the rented premises).

16.2 The tenant must as soon as practicable notify the landlord or the agent if a smoke detector is not in proper working order.

16.3 The tenant must replace expired or faulty smoke detector batteries and in any event replace smoke detector batteries on every day light saving change.

16.4 "Replacement batteries" must be new, of a reputable brand, and have suitable durability.

17. Flammable liquids, kerosene heaters and vehicle and boat repairs

17.1 The tenant must not store lubricants or flammable liquids (including but not limited to kerosene and motor fuels) at the premises.

17.2 the tenant must not service or repair a motor vehicle, motorcycle, or boat at the premises, excepting minor routine maintenance (excluding greasing, de-greasing and oil changing), and washing and polishing.

17.3 The tenant must not bring on to or use at the premises a portable heater which uses flammable liquid or bottled gas.

18. Storage and removal of waste and rubbish

The tenant must store all rubbish and waste in appropriate receptacles with close fitting lids. Rubbish and /or waste receptacles must be kept in the place specifically provided for the purpose (if any). The tenant must have rubbish and waste regularly removed.

19. Washing

If the tenant hangs washing outside or airs articles, the clothes line (if any) provided with the premises must be used. The tenant must not hang washing or air articles on common property, unless facilities for doing so are provided for the tenant's use. The tenant must use the facilities in the manner required by the owners' corporation.

20. Garden

20.1 The tenant will maintain the garden (if any) of the premises including the lawn, trees, shrubs, plants, and garden beds in a neat and tidy condition, free of weeds and so far as is reasonably possible free of garden pests and properly watered (water restrictions if any permitting). When watering, the tenant must comply with restrictions, if any.

20.2 If the garden is watered by a watering system and/or via tank water, the tenant will maintain the system and/or tank(s) in the state of repair and condition it or they were in at the start of the tenancy (fair wear and tear excepted). The tenant is not required to repair damage caused by the landlord, the agent or their contractors.

21. Pets

The tenant must not keep any animal, bird, or other pet on the premises without first obtaining the written permission of the landlord or the agent. Permission will not be unreasonably withheld. In giving permission, the landlord or the agent may impose reasonable conditions including exercise. It is not unreasonable for the landlord or the agent to withhold permission if the rules of an owners' corporation prohibits pets being on common property or kept on the premises. If an occupant of the premises is legally blind, permission will not be required for the occupant to have a trained guide dog on the premises, unless permission must be obtained from an owners' corporation.

22. Changes in occupation of the premises

22.1 If during the term of the tenancy the people in occupation of the premises change, the tenant must as soon as practicable notify the landlord or the agent in writing and comply with clause 6.

22.2 If the tenant assigns the tenancy or sub-lets, contrary to clause 6, or if the tenant abandons the premises or cancels the tenancy, the tenant may be required to reimburse the landlord's reletting expenses including:

- A pro-rata letting fee;
- Advertising or marketing expenses incurred;
- Rental data base checks on applicants;
- Rent on the premises until such time as the lease is assigned or cancelled or the expiry of the tenancy, whichever first occurs.

22.3 The tenant's obligation to pay the landlord's reletting expenses is dependent upon the landlord taking reasonable steps to mitigate any loss arising from the tenant's default.

23. Tenant intending to leave when the lease ends

If the tenant intends to vacate the premises at the end of the tenancy, written notice of the tenant's intention to vacate must be given to the landlord or the agent 28 days before the tenancy comes to an end.

24. Return of keys and obligation to pay rent

The tenant must return all the keys of the premises to the landlord or the agent when the tenant vacates the premises. The tenant's obligation to pay the rent continues until the time the keys are returned, subject to the landlord taking reasonable steps to mitigate any loss by attempting to relet the premises.

25. Tenant remaining in possession after the tenancy ends

If the tenant remains in occupation of the premises after the tenancy has come to an end and does not then enter into a fixed term lease, the tenant must give written notice of intention to vacate the premises specifying a termination date that is not less than 28 days after the day on which the tenant gives notice to the landlord or agent.

26. **Landlord requiring the premises when the lease ends**
If the landlord requires possession of the premises when the lease ends, the landlord will give the tenant a notice in the manner required by the **Residential Tenancies Act 1997**.

27. **Changing locks and alarm code**
27.1 The tenant may change the locks of the premises. If the tenant changes the locks, the tenant must give the landlord or the agent duplicate keys to the changed locks as soon as practicable.
27.2 The tenant may change the code of an alarm at the premises. If the code is changed, the tenant must advise the landlord or the agent of the changed code as soon as practicable.

28. **"To Let" signs**
The tenant will allow the landlord or the agent to erect a "To Let" sign on the premises during the last month of the tenancy.

29. **"Auction" and "For Sale" signs**
The tenant will allow the landlord or the agent to erect an "auction" or a "for sale" sign on the premises at any time.

30. **Access to the property whilst "For Sale", "Auction" or "To Let"**
The Tenant shall permit access to the premises by the landlord or his agent to present the property to prospective purchasers or tenants upon 24 hours notice or by agreement with the tenant and the landlord or the landlords' agent.

31. **Tenant cannot use bond money to pay rent**
30.1 The tenant acknowledges the **Residential Tenancies Act 1997** provides the tenant may not refuse to pay rent on the ground a tenant intends to regard the bond as rent paid in respect of the premises.
30.2 The tenant further acknowledges the **Residential Tenancies Act 1997** permits the **Victorian Civil and Administrative Tribunal** to impose a penalty if it is satisfied a breach of the bond requirements of the Act has occurred.

32. **Increase the rent**
31.1 Unless this tenancy agreement provides otherwise, during the term of the tenancy agreement the landlord may increase the rent by giving the tenant 60 days notice required by the **Residential Tenancies Regulations 2008**. The landlord must not increase the rent more than once in every 6 months
31.2 If the tenant disagrees with a rent increase sought by the landlord, the tenant may apply to the Director of consumer Affairs Victoria for an investigation, providing the application to the Director is made within 30 days after the notice of the rent increase is given.

33. **Smoking**
The Tenant agrees not to smoke or allow anyone to smoke inside the premises at any time. The tenant will be liable for any smoke related damage caused to the premises.

34. **Lease Break**
If breaking the lease, the following conditions will apply.
(a) The tenant is responsible for and must pay rent until the commencement date of the Tenants/s Tenancy Agreement or until the expiration of the lease, whichever is the soonest.
(b) The tenant must pay our agency all re-letting costs these include:

- A pro rata lease break fee, based on the remaining months of the fixed Term Lease Agreement calculated from 1.5 weeks rental + GST per annum. Upon finding a tenant the leasing fee will be calculated and repayed to the tenant.
- Cost incurred from advertising the property on the internet, newspaper, and for a "to let" sign in order to relet the property. A total of \$110.00
- Lower Murray water special meter reading fee (if applicable)

This agreement is made on the **07** day of **January 2021**
At 67 Lime Avenue, Mildura Vic 3500



Collie & Tierney

LANDLORD: Name: **P & C Anderson**
(A.B.N. if landlord is a company):
Address: **C/- 67 Lime Avenue, Mildura Vic 3500**

AGENT: Registered Business Name: **Collie & Tierney (Mildura) Pty Ltd**
(A.B.N. if agent is a Company): **38 005 110 118**
Address: **67 Lime Avenue**
Mildura Vic 3500
Telephone Number: **03) 5021 2200**
Fax Number: **03) 5021 1213**

TENANT (1): Name: **Brittane Davies**
(A.B.N. if tenant is a company):
Address: **216 Thirteenth Street, Mildura VIC 3500**

TENANT (2): Name: -
Address: -

TENANT (3): Name: -
Address: -

TENANT (4): Name: -
Address: -

PREMISES: **66 Fisher Lane, Merbeln VIC 3505**
(*Together with those items indicated in the condition report)

RENT: The rental amount is **\$220.00** per week.
The date the first payment is due is **Thursday, 7 January 2021**

BOND: A bond has been paid of **\$953.00** to the landlord/agent on **7 January 2021**

In accordance with the **Residential Tenancies Act 1997**, the landlord must lodge the bond with the Residential Tenancies Bond Authority within 10 business days after receiving the bond.

If there is more than one tenant and they do not contribute equally to the total bond, the amounts they each contribute are listed here:

NAME:	AMOUNT:
NAME:	AMOUNT:
NAME:	AMOUNT:

If the tenant does not receive a bond receipt from the Residential Tenancies Bond Authority within 15 business days of paying a bond, the tenant should contact the Residential Tenancies Bond Authority

PERIOD: Term: **12 Months**
Commencement Date: **Thursday, 7 January 2021**
Termination Date: **Thursday, 6 January 2022**

Unless the agreement terminates in accordance with the **Residential Tenancies Act 1997**, the agreement will continue as a periodic tenancy.

OR

The agreement will commence from the /and will continue until terminated in accordance with the **Residential Tenancies Act 1997**

SIGNED: By the Landlord/Agent: *Sally Hardy* In the presence of *ab* (Witness)

SIGNED: By the Tenant/s *Brittane Davies* In the presence of *Sally Hardy* (Witness)

NOTE: USE OF THIS GUARANTEE IS SUBJECT TO THE PROVISIONS OF SECTIONS 37 AND 38 OF THE RESIDENTIAL TENANCIES ACT, 1997.

GUARANTEE: To the within names landlord _____

I/We _____

of _____

HERBY GUARENTEE the punctual performance by the within named tenant/s of all the terms, conditions and covenants contained in the above **AGREEMENT**. You may without affecting my/our liability under this

AGREEMENT grant time or other concessions to or compromise with the **TENANT/S** and this Guarantee shall be a continuing Guarantee in all respects **SIGNED, SEALED AND DELIVERED**

By the Guarantor in the presence of: _____ (Witness)

The **TENANT/S** herby acknowledges having received a copy of the Statement of Rights and Duties, one copy of the Condition Report and a copy of this Tenancy Agreement in accordance with the provisions of the Residential Tenancies Act 1997.

SIGNED By the Tenant/s _____

Residential Tenancy Agreement



Collie & Tierney

Conditions of Agreement

1. Condition of the premises

The Landlord must-

- a) Ensure that the premises are maintained in good repair; and
- b) If the landlord owns or controls the common areas relating to those premises, take reasonable steps to ensure that the common areas are maintained in good repair.

2. Damage to the premises

- a) The TENANT must ensure that care is taken to avoid damaging the rented premises.
- b) The TENANT must take reasonable care to avoid damaging the premises and any common areas.
- c) The TENANT who becomes aware of damage to the rented premises must give notice to the LANDLORD of any damage to the premises as soon as practicable.

3. Cleanliness of the premises

- a) The LANDLORD must ensure that the premises are in a reasonable clean condition on the day on which it is agreed that the TENANT is to enter into occupation of the premises.
- b) The TENANT must keep the premises in a reasonably clean condition during the period of agreement.

4. Use of premises

- a) The TENANT must not use or allow the premises to be used for any illegal purpose.
- b) 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.

5. Quiet enjoyment

The LANDLORD must take all reasonable steps to ensure that the TENANT has quiet enjoyment of the premises.

6. Assignment or sub-letting

- a) The TENANT must not assign or sub-let the whole or any part of the premises without the written consent of the LANDLORD. The LANDLORD's consent must not be unreasonably withheld.
- b) The LANDLORD must not demand or receive any fee or payment for the consent, except in respect of any fees, cost or charges incurred by the landlord in relation to the preparation of a written assignment of the agreement.

7. Residential Tenancies Act 1997

Each party must comply with the **Residential Tenancies Act 1997**.

(NOTE: Reference should be made to the **Residential Tenancies Act 1997** for further rights and duties.)

8. Ancillary use of the premises

The tenant must primarily use the premises as a residence. If the tenant wants to use the premises as a residence and for an ancillary purpose, the tenant must first obtain the landlord's written consent. The landlord will not unreasonably withhold consent and in giving consent may impose reasonable terms and conditions.

9. Utility Charges

9.1 The landlord is liable for the costs and charges set out in section 53(1) and (if applicable section 54 of the **Residential Tenancies Act 1997**). (Note: Details of the costs and charges are available at www.parliament.vic.gov.au click on "Legislation and Bills" then click on "Victorian Law Today" and follow the prompts).

9.2 The tenant is liable for the costs and charges set out in section 52 of the **Residential Tenancies Act 1997**. (Note: details of the costs and charges are available at www.parliament.vic.gov.au click on "Legislation and Bills" then click on "Victorian Law Today" and follow the prompts).

9.3 If a service is damaged or disconnected because of the fault of the landlord or the agent or the fault of their contractors the landlord must have the service repaired or reconnected and pay the expense of doing so.

9.4 If a service is damaged or disconnected because of the fault of the tenant or any person the tenant has allowed or permitted to be on the premises, the tenant must have the service repaired or reconnected and pay the expense of doing so.

9.5 If the tenant disconnects or changes the supplier of a service, the tenant must pay any expense in connection with having the service disconnected and another service connected.

10. Landlord insurance

10.1 The tenant will not knowingly do or allow anything to be done on the premises that may invalidate the landlord's insurance policies or result in the premiums being increased above the normal rate.

10.2 The tenant agrees to pay to the landlord any excess incurred as a result of the accidental breakage of glass, toilet bowls, or wash basins in the premises if the damage has been caused by the tenant or by a person the tenant has allowed or permitted to be on the premises. The obligation does not apply if the accidental breakage is caused by the landlord, the agent or their contractors.

10.3 The tenant acknowledges that the landlord's insurance policies do not provide cover for the tenant's possessions. (Note: It is strongly recommended the tenant takes out contents insurance to adequately cover his/her possessions).

11. Light globes and fluorescent tubes

BD The TENANT must replace all damaged, defective, or broken light globes, spotlights and/or fluorescent tubes (including starters) during the term, at the tenant's expense. This obligation does not extend to replacing light globes, spotlights, and/or fluorescent tubes (including starter) damaged, broken or made defective by the landlord or the agent or their contractors.

12. Tenant to advise landlord or agent of defects

BD The tenant must notify the landlord or agent as soon as practicable upon becoming aware in the premises that might injure a person or cause damage to the premises.

13. Damage to the premises

BD **13.1** The tenant must take reasonable measures to ensure that anyone the tenant has allowed or permitted to be on the premises does not cause damage to the premises. This obligation does not extend to the landlord, the agent or their contractors.

13.2 The tenant must as soon as practicable notify the landlord or the agent of any blockages or defects in drains, water services, or sanitary systems. No item that could cause blockage (including but not limited to feminine hygiene products, disposable nappies, or excessive amounts of toilet paper) may be flushed down the sewerage, septic, storm water, or drainage systems. The tenant must pay all reasonable expenses that are incurred in rectifying defects or blockages that are caused by the tenant or a person the tenant has allowed or permitted to be on the premises. This obligation does not extend to defects or blockages caused by the landlord, the agent or their contractors.

13.3 The tenant will indemnify the landlord for any loss or damage caused to the premises by the tenant or a person the tenant has allowed or permitted to be on the premises. The indemnity does not apply to loss or damage caused by the premises. The indemnity does not apply to loss or damage caused by the landlord, the agent or their contractors.

13.4 The tenant will indemnify the landlords against liability for injury or loss sustained by any person or a person's property because of the negligence of the tenant or the negligence of a person the tenant has allowed or permitted to be on the premises. The indemnity does not apply to injury or loss caused by the landlord, the agent or their contractors.

14. Cleaning carpets on vacating the premises

BD If new carpet has been installed or the existing carpet has been professionally dry or steam cleaned at the commencement of the tenancy (and the landlord or agent has produced a copy receipt for payment, upon request), the tenant will have the carpet professionally dry or steam cleaned upon vacating the premises and provide the landlord or agent with a receipt for payment of the work.

15. Fasteners, antennas and signs

BD The tenant must obtain the landlord's or the agent's written consent before painting or affixing any sign or antenna or cabling to the inside or outside of the premises. The landlord's or the agent's consent is also required before any nail, screw, or other fastener or adhesive is affixed to the inside or outside of the premises. The landlord's or the agent's consent will not be unreasonably withheld but may be given subject to reasonable conditions. Reasonable conditions include (but are not limited to) removal of the object affixed when the tenancy is terminated or comes to an end and the making good of any damage caused to the premises by the installation or removal of that object.

16. Smoke detectors

BD **16.1** The tenant must conduct regular checks to ensure smoke detectors are in proper working order. (Note: regular checks are a requirement for the safety of occupants and security of the rented premises).

16.2 The tenant must as soon as practicable notify the landlord or the agent if a smoke detector is not in proper working order.

16.3 The tenant must replace expired or faulty smoke detector batteries and in any event replace smoke detector batteries on every day light saving change.

16.4 "Replacement batteries" must be new, of a reputable brand, and have suitable durability.

17. Flammable liquids, kerosene heaters and vehicle and boat repairs

17.1 The tenant must not store lubricants or flammable liquids (including but not limited to kerosene and motor fuels) at the premises.

17.2 the tenant must not service or repair a motor vehicle, motorcycle, or boat at the premises, excepting minor routine maintenance (excluding greasing, de-greasing and oil changing), and washing and polishing.

17.3 The tenant must not bring on to or use at the premises a portable heater which uses flammable liquid or bottled gas.

18. Storage and removal of waste and rubbish

The tenant must store all rubbish and waste in appropriate receptacles with close fitting lids. Rubbish and /or waste receptacles must be kept in the place specifically provided for the purpose (if any). The tenant must have rubbish and waste regularly removed.

19. Washing

If the tenant hangs washing outside or airs articles, the clothes line (if any) provided with the premises must be used. The tenant must not hang washing or air articles on common property, unless facilities for doing so are provided for the tenant's use. The tenant must use the facilities in the manner required by the owners' corporation.

20. Garden

20.1 The tenant will maintain the garden (if any) of the premises including the lawn, trees, shrubs, plants, and garden beds in a neat and tidy condition, free of weeds and so far as is reasonably possible free of garden pests and properly watered (water restrictions if any permitting). When watering, the tenant must comply with restrictions, if any.

20.2 If the garden is watered by a watering system and/or via tank water, the tenant will maintain the system and/or tank(s) in the state of repair and condition it or they were in at the start of the tenancy (fair wear and tear excepted). The tenant is not required to repair damage caused by the landlord, the agent or their contractors.

21. Pets

The tenant must not keep any animal, bird, or other pet on the premises without first obtaining the written permission of the landlord or the agent. Permission will not be unreasonably withheld. In giving permission, the landlord or the agent may impose reasonable conditions including exercise. It is not unreasonable for the landlord or the agent to withhold permission if the rules of an owners' corporation prohibits pets being on common property or kept on the premises. If an occupant of the premises is legally blind, permission will not be required for the occupant to have a trained guide dog on the premises, unless permission must be obtained from an owners' corporation.

22. Changes in occupation of the premises

22.1 If during the term of the tenancy the people in occupation of the premises change, the tenant must as soon as practicable notify the landlord or the agent in writing and comply with clause 6.

22.2 If the tenant assigns the tenancy or sub-lets, contrary to clause 6, or if the tenant abandons the premises or cancels the tenancy, the tenant may be required to reimburse the landlord's reletting expenses including:

- A pro-rata letting fee;
- Advertising or marketing expenses incurred;
- Rental data base checks on applicants;
- Rent on the premises until such time as the lease is assigned or cancelled or the expiry of the tenancy, whichever first occurs.

22.3 The tenant's obligation to pay the landlord's reletting expenses is dependent upon the landlord taking reasonable steps to mitigate any loss arising from the tenant's default.

23. Tenant intending to leave when the lease ends

If the tenant intends to vacate the premises at the end of the tenancy, written notice of the tenant's intention to vacate must be given to the landlord or the agent 28 days before the tenancy comes to an end.

24. Return of keys and obligation to pay rent

The tenant must return all the keys of the premises to the landlord or the agent when the tenant vacates the premises. The tenant's obligation to pay the rent continues until the time the keys are returned, subject to the landlord taking reasonable steps to mitigate any loss by attempting to relet the premises.

25. Tenant remaining in possession after the tenancy ends

If the tenant remains in occupation of the premises after the tenancy has come to an end and does not then enter into a fixed term lease, the tenant must give written notice of intention to vacate the premises specifying a termination date that is not less than 28 days after the day on which the tenant gives notice to the landlord or agent.

26. Landlord requiring the premises when the lease ends

BD If the landlord requires possession of the premises when the lease ends, the landlord will give the tenant a notice in the manner required by the **Residential Tenancies Act 1997**.

27. Changing locks and alarm code

BD **27.1** The tenant may change the locks of the premises. If the tenant changes the locks, the tenant must give the landlord or the agent duplicate keys to the changed locks as soon as practicable.

27.2 The tenant may change the code of an alarm at the premises. If the code is changed, the tenant must advise the landlord or the agent of the changed code as soon as practicable.

28. "To Let" signs

BD The tenant will allow the landlord or the agent to erect a "To Let" sign on the premises during the last month of the tenancy.

29. "Auction" and "For Sale" signs

BD The tenant will allow the landlord or the agent to erect an "auction" or a "for sale" sign on the premises at any time.

30. Access to the property whilst "For Sale", "Auction" or "To Let"

BD The Tenant shall permit access to the premises by the landlord or his agent to present the property to prospective purchasers or tenants upon 24 hours notice or by agreement with the tenant and the landlord or the landlords' agent.

31. Tenant cannot use bond money to pay rent

BD **30.1** The tenant acknowledges the **Residential Tenancies Act 1997** provides the tenant may not refuse to pay rent on the ground a tenant intends to regard the bond as rent paid in respect of the premises.

30.2 The tenant further acknowledges the **Residential Tenancies Act 1997** permits the **Victorian Civil and Administrative Tribunal** to impose a penalty if it is satisfied a breach of the bond requirements of the Act has occurred.

32. Increase the rent

BD **31.1** Unless this tenancy agreement provides otherwise, during the term of the tenancy agreement the landlord may increase the rent by giving the tenant 60 days notice required by the **Residential Tenancies Regulations 2008**. Under a tenancy agreement entered into before 19 June 2019, the landlord cannot increase your rent more than once every 6 months. All leases entered into on or after 19 June 2019, the landlord cannot increase your rent more than once every 12 months.

31.2 If the tenant disagrees with a rent increase sought by the landlord, the tenant may apply to the Director of consumer Affairs Victoria for an investigation, providing the application to the Director is made within 30 days after the notice of the rent increase is given.

33. Smoking

BD The Tenant agrees not to smoke or allow anyone to smoke inside the premises at any time. The tenant will be liable for any smoke related damage caused to the premises.

34. Non-Disparagement

BD **34.1** The tenant agrees not to make a negative or disparaging media release, announcement, blog, public statement or article for publication (negative social media publication) about the services provided by Collie & Tierney First National whether in electronic form or otherwise, except after having first referred the matter to Collie & Tierney First National and after having provided Collie & Tierney First National with a reasonable opportunity to address or rectify the matter of concern to the customer.

34.2 In the event that the tenant makes a negative social media publication about the services provided by Collie & Tierney First National, the tenant shall be liable to and shall wholly indemnify the member against any and all loss or damage arising from such negative social media publication where the matter giving rise to the negative social media publication was not first referred to Collie & Tierney First National and the member given reasonable opportunity to address or rectify the concern or, the negative social media publication does not constitute genuine feedback or information concerning the services provided by the member in accordance with Australian Consumer Law

35. Lease Break

BD If breaking the lease, the following conditions will apply.

- (a) The tenant is responsible for and must pay rent until the commencement date of the Tenants/s Tenancy Agreement or until the expiration of the lease, whichever is the soonest.



(b) The tenant must pay our agency all re-letting costs these include:

- A pro rata lease break fee, based on the remaining months of the fixed Term Lease Agreement calculated from 1.5 weeks rental + GST per annum. Upon finding a tenant the leasing fee will be calculated and replayed to the tenant.
- Cost incurred from advertising the property on the internet, newspaper, and for a "to let" sign in order to relet the property. A total of \$110.00
- Lower Murray water special meter reading fee (if applicable)

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au on 23 February 2021 01:49 PM

PROPERTY DETAILS

Address: **52 COMMERCIAL STREET MERBEIN 3505**
Lot and Plan Number: **Lot 2 PS602014**
Standard Parcel Identifier (SPI): **2\PS602014**
Local Government Area (Council): **MILDURA**
Council Property Number: **21298**
Planning Scheme: **Mildura**
Directory Reference: **VicRoads 537 N10**

www.mildura.vic.gov.au

planning-schemes.delwp.vic.gov.au/schemes/mildura

UTILITIES

Rural Water Corporation: **Lower Murray Water**
Urban Water Corporation: **Lower Murray Water**
Melbourne Water: **outside drainage boundary**
Power Distributor: **POWERCOR**

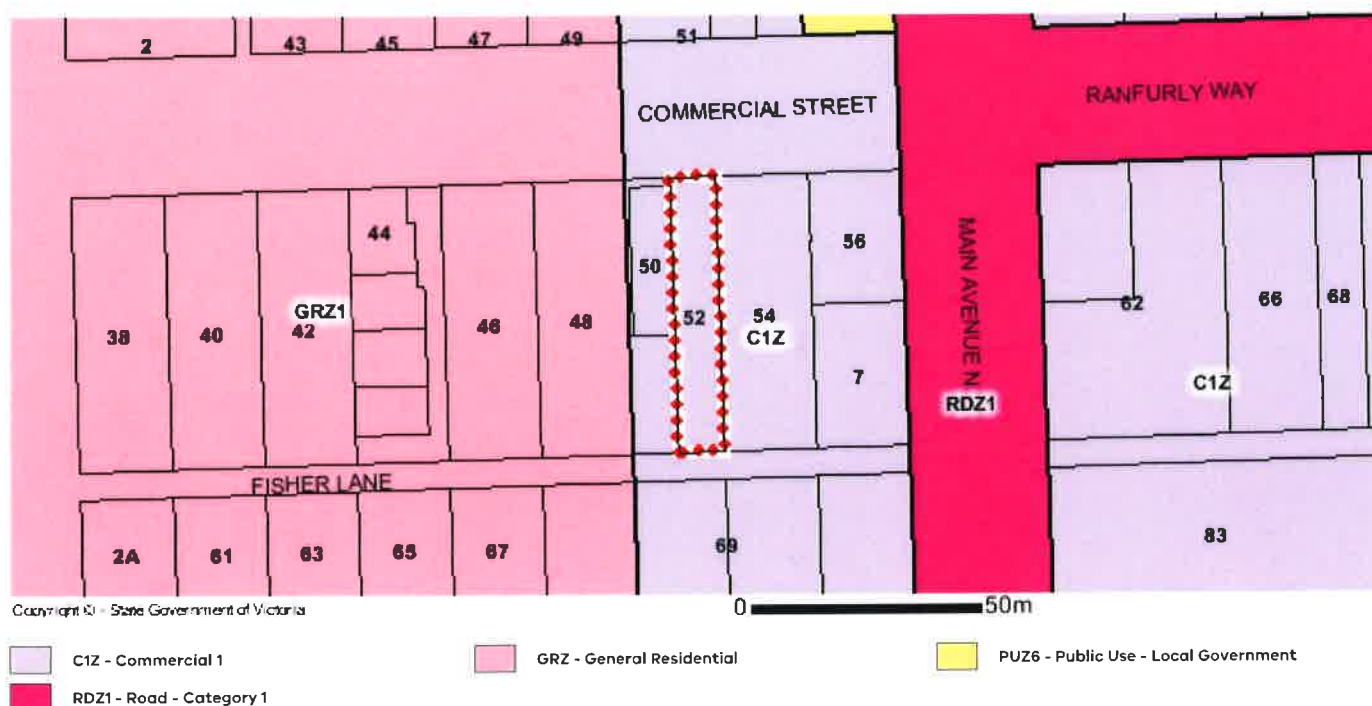
STATE ELECTORATES

Legislative Council: **NORTHERN VICTORIA**
Legislative Assembly: **MILDURA**

Planning Zones

[COMMERCIAL 1 ZONE \(C1Z\)](#)

[SCHEDULE TO THE COMMERCIAL 1 ZONE \(C1Z\)](#)



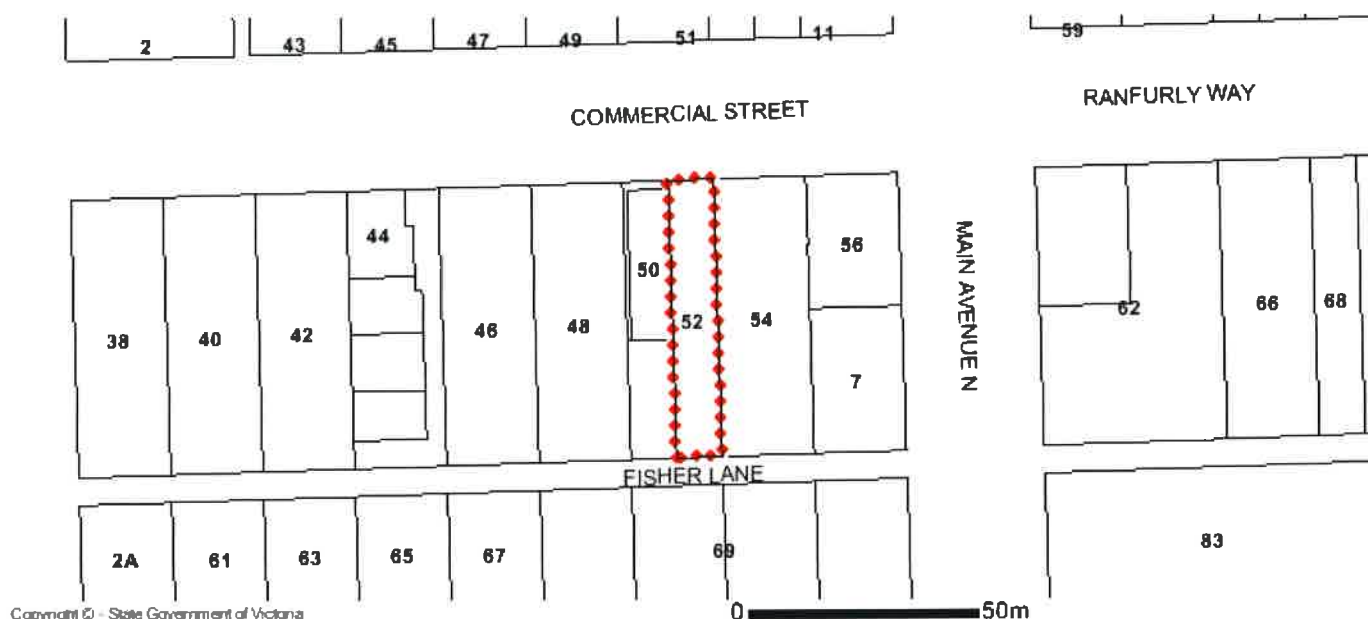
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Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

Planning Overlay

None affecting this land



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 17 February 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>

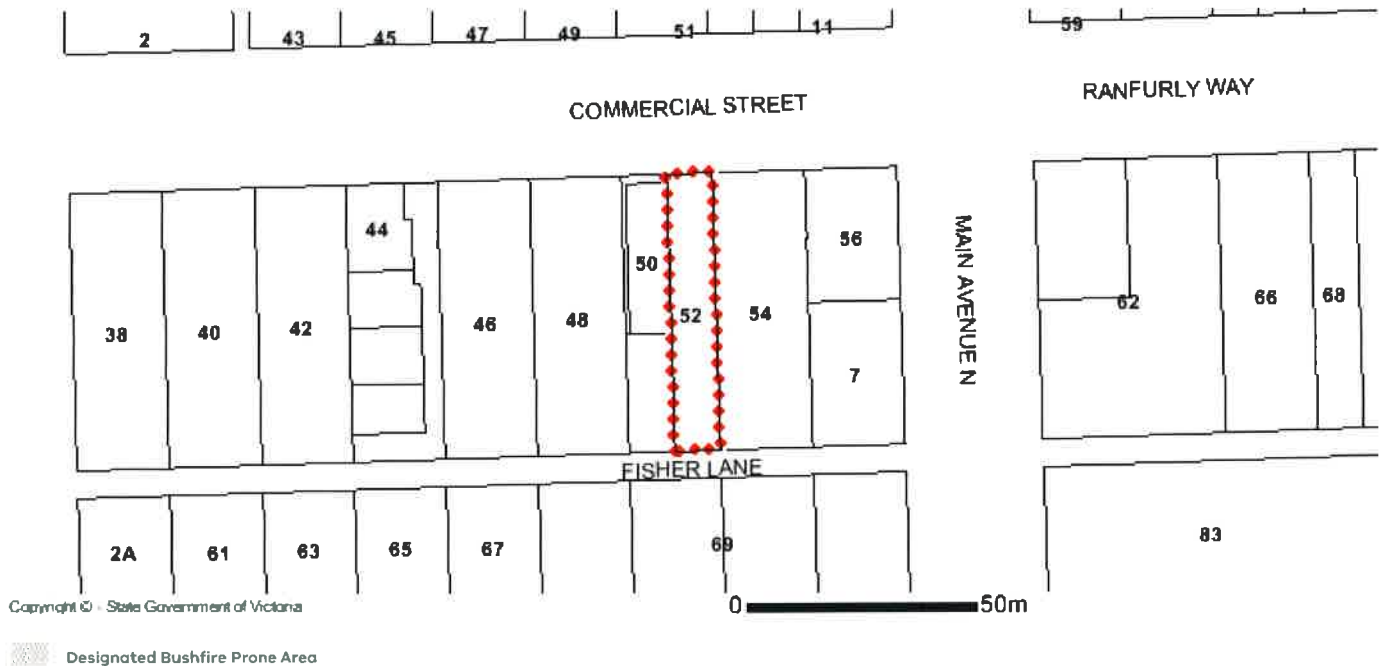
For details of surrounding properties, use this service to get the Reports for properties of interest.

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>

Designated Bushfire Prone Area

This property is not in a designated bushfire prone area.
No special bushfire construction requirements apply. Planning provisions may apply.



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

Copies of the Building Act and Building Regulations are available from www.legislation.vic.gov.au

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

PLANNING PROPERTY REPORT



Environment,
Land, Water
and Planning

From www.planning.vic.gov.au on 23 February 2021 01:48 PM

PROPERTY DETAILS

Address: **66 FISHER LANE MERBEIN 3505**
Lot and Plan Number: **Lot 2 PS602014**
Standard Parcel Identifier (SPI): **2\PS602014**
Local Government Area (Council): **MILDURA**
Council Property Number: **32472**
Planning Scheme: **Mildura**
Directory Reference: **VicRoads 537 N10**

www.mildura.vic.gov.au

planning-schemes.delwp.vic.gov.au/schemes/mildura

UTILITIES

Rural Water Corporation: **Lower Murray Water**
Urban Water Corporation: **Lower Murray Water**
Melbourne Water: **outside drainage boundary**
Power Distributor: **POWERCOR**

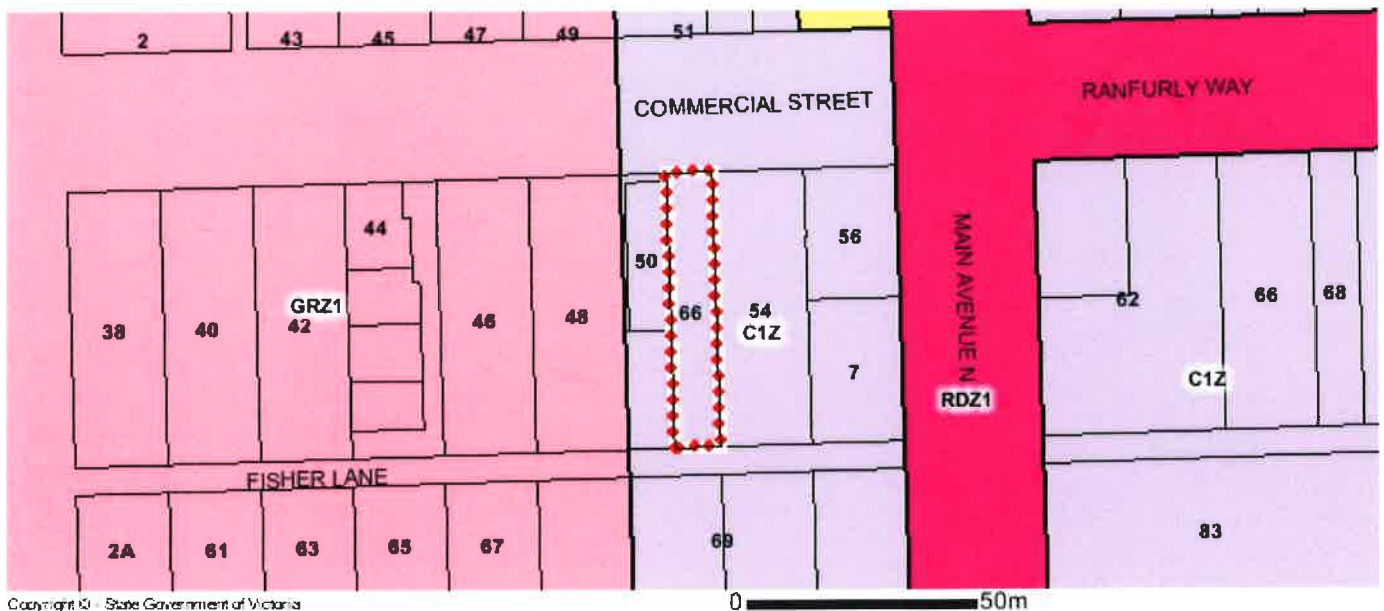
STATE ELECTORATES

Legislative Council: **NORTHERN VICTORIA**
Legislative Assembly: **MILDURA**

Planning Zones

[COMMERCIAL 1 ZONE \(C1Z\)](#)

[SCHEDULE TO THE COMMERCIAL 1 ZONE \(C1Z\)](#)



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Legend:
C1Z - Commercial 1
GRZ - General Residential
RDZ1 - Road - Category 1
PUZ6 - Public Use - Local Government

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

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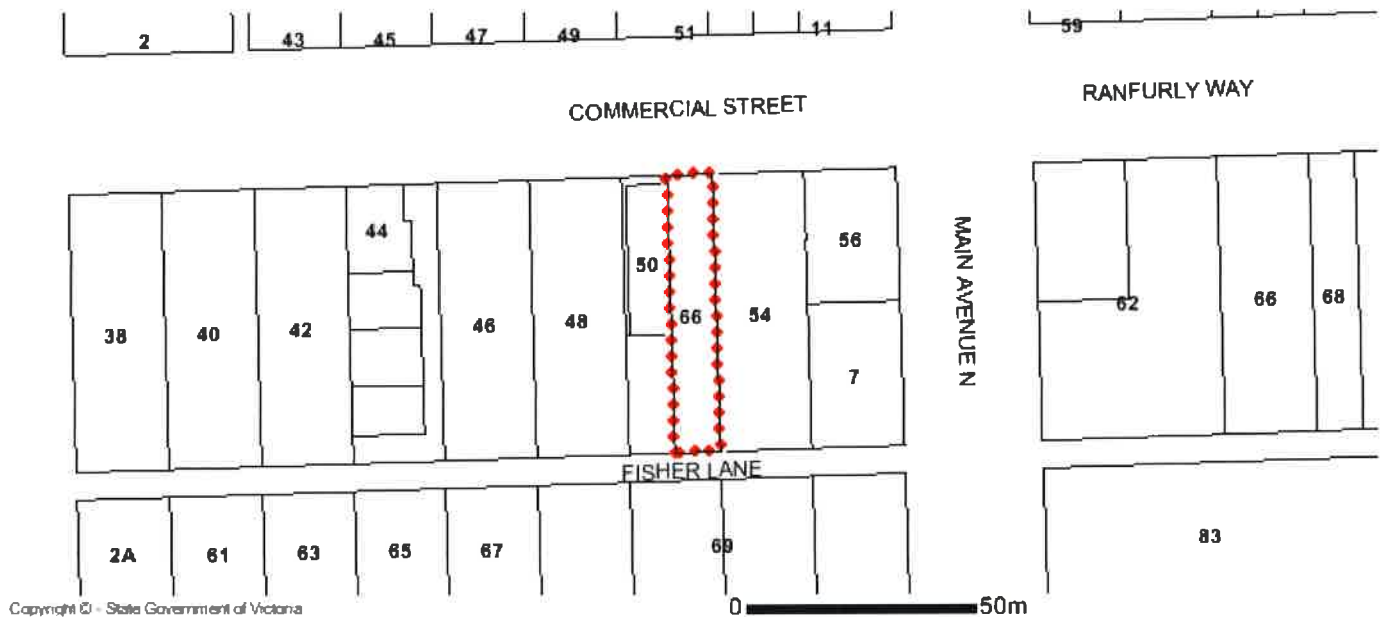
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

PLANNING PROPERTY REPORT: 66 FISHER LANE MERBEIN 3505

Page 1 of 3

Planning Overlay

None affecting this land



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 17 February 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>

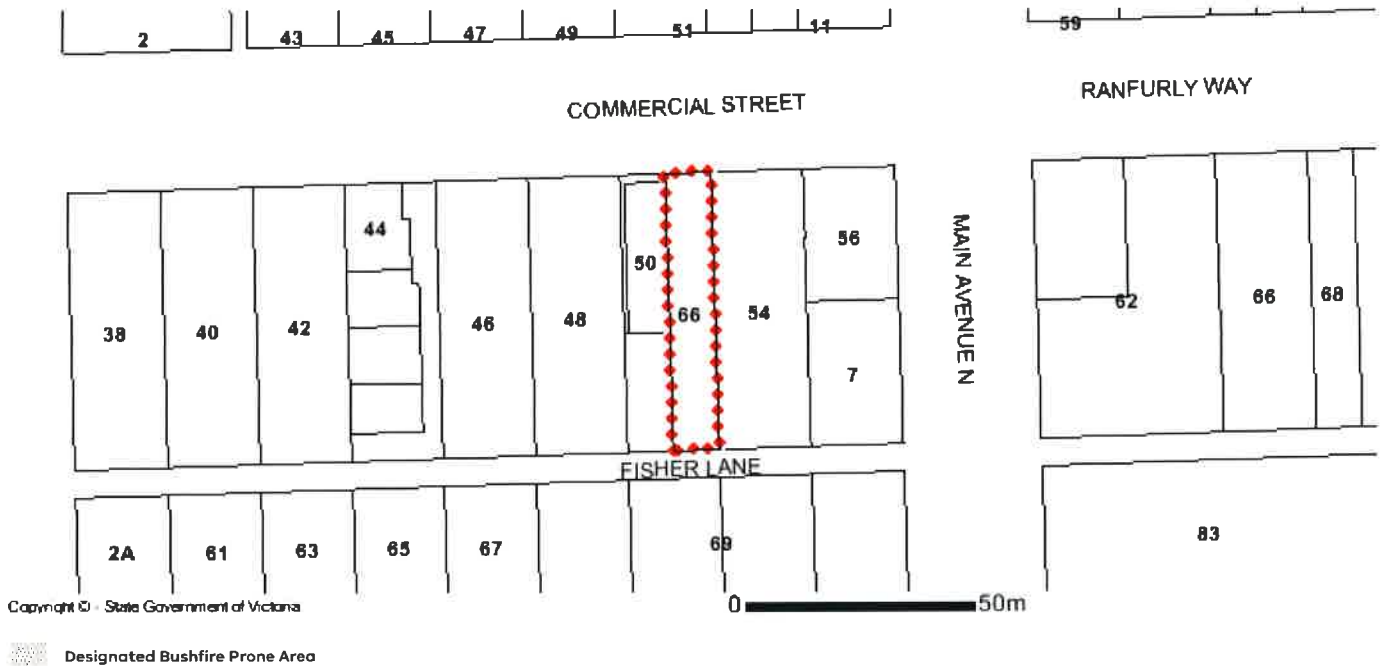
For details of surrounding properties, use this service to get the Reports for properties of interest.

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>

Designated Bushfire Prone Area

This property is not in a designated bushfire prone area.
No special bushfire construction requirements apply. Planning provisions may apply.



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

Copies of the Building Act and Building Regulations are available from www.legislation.vic.gov.au

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

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 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.

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