



## CORE CONVEYANCING VIC

### VENDORS STATEMENT TO THE PURCHASER OF REAL ESTATE

**VENDOR** Paul Anthony Gerard Poutney And Sesilia Ave Poutney  
**LAND BEING SOLD** That part of the land which is presently fenced and/or occupied by the Seller and contained only within the land described in Certificate of Title Volume: 8798 Folio: 415 and known as  
**STREET ADDRESS** Unit 11, 99 McCrae Street, Dandenong VIC 3175

#### IMPORTANT NOTICES TO PURCHASERS

**MATTERS RELATING TO LAND USE** - Information concerning any easement, covenant, charge or other similar restriction affecting the property (registered or unregistered) if any are set out in the documents attached.

- a) A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered) is contained in the attached documents, where applicable.
- b) Particulars of any existing failure to comply with their terms are:- None to the Vendor's knowledge

However please note that underground electricity cables, sewers or drains may be laid outside registered easements without the vendor's knowledge.

There **is** access to the property by road.

The land **is not** in a bushfire prone area.

The purchaser should make their own enquiries about whether structures are constructed over easements prior to signing as the property is sold subject to all easements, encumbrances, covenants, leases and restrictions (if any) and the purchaser, in signing this vendors statement acknowledges they shall make no claim or requisition regarding these matters.

Any mortgage (whether registered or unregistered) shall be discharged (unless otherwise agreed between the parties in the contract of sale) before the purchaser becomes entitled to possession or the rents and profits of the property

Information concerning any planning instrument -

Name of planning scheme : Greater Dandenong City Council Planning Scheme  
The responsible authority is: Greater Dandenong City Council  
Zoning and/or Reservation: General Residential Zone

The property is sold subject to the restrictions contained in the planning scheme, regulations, any order or legislation and the purchaser shall not be entitled to make any objection to the vendor, nor seek compensation from the vendor regarding these restrictions.

Where the property is outside the metropolitan area (as defined in the *Sale of Land Act 1962 (Vic)*) the planning instrument may or may not prohibit the construction of a dwelling house on the property. The purchaser should conduct appropriate inquiries prior to committing to buy.

The property may be in an area which is subject to special overlays which control subdivisions, building heights, environmental, wildfire management, significant landscape, design and development, heritage and vegetation issues. The purchaser should conduct appropriate inquiries prior to committing to buy.

Proposed Planning Scheme Amendments – this property may be subject to Planning Scheme Amendments proposed by the Responsible Authority. The purchaser should conduct appropriate inquiries prior to committing to buy.

The property may be inside or outside the Urban Growth Boundary Ministerial Direction No 10. The Urban Growth Boundary may or may not apply to this property. The purchaser should conduct their own inquiries prior to committing to buy.

**FINANCIAL MATTERS IN RESPECT OF THE LAND-** Information concerning the amount of annual rates, taxes, charges and other similar outgoings affecting the property and interest (if any) payable thereon (including any Owners Corporation Charges and Interest) are contained in the attached certificates or their total does not exceed: **\$6,000**

1. Greater Dandenong City Council
2. South East Water
3. Owners Corporation details

There are no amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge, which are not included in items above. Land Tax may be applicable if land value exceeds \$250,000.00 or a change of use occurs. A purchaser will remain liable for any adjusted increase in a new assessment after the 31 December 2023. 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:

1. Owners Corporation (if applicable) special levies
2. Land Tax if the property is not exempt as your principal place of residence
3. Annual increases in all outgoings if you purchase this property in the next rating period after this vendors statement was prepared.

The particulars of any Charge (whether registered or not) over the property imposed by or under any Act to secure an amount due under that Act are as follows: **Nil**

**NON- CONNECTED SERVICES** – The following services are not connected to the land: **Not applicable**

Purchasers should check with the appropriate authorities as to the availability of, and the cost of providing, any essential services not connected to the land. Unless you contact the supplying authority and take over the existing service, the services above will be disconnected on or before settlement and it will your responsibility to pay all costs to transfer or reconnect the services you require.

**INFORMATION RELATING TO ANY OWNERS CORPORATION-** The land is affected by an Owners Corporation, and a copy of the current Owners Corporation Certificate and documents required to accompany the Owners Corporation Certificate under section 151(4)(b) of the act are attached.

**MATERIAL FACTS** - In accordance with Section 12(d) of the Sale of Land Act 1962 the Vendor discloses the following material facts: Not applicable.

**EVIDENCE OF TITLE-** Attached are copies of 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 and the document, or part of the document, referred to as the diagram location in the Register Search Statement that identifies the land and its location;
- (b) In any other case, evidence of the vendor's authority to sell (where the vendor is not the registered proprietor of the land)
- (c) In the case of land that is subject to a subdivision-

- I. If the plan of subdivision has not been registered, a copy of the plan of subdivision which has been certified by the relevant municipal council; or
  - II. If the plan of subdivision has not yet been certified, a copy of the latest version of the plan;
- (d) 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
  - IV. A statement of the contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision
- (e) 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

**BUILDING PERMITS-** Particulars of any building permit issued in the past seven years under the Building Act 1993 (where the property includes a residence): - No such building permit has been granted to the Vendor's knowledge.

The Purchaser acknowledges that the Vendor makes no representation that the improvements on the land sold or any alterations or additions thereto comply with the requirements of the responsible authorities. The Purchaser acknowledges having inspected the property hereby sold and save as is otherwise expressly provided acknowledges that it is purchasing the property in its present condition and state of repair and that the Vendor is under no liability or obligation to the Purchaser to carry out any repairs, renovations, alterations or improvements to the property sold or to obtain any Permit or Final Inspection.

**INSURANCE DETAILS IN RESPECT OF THE LAND-** The contract provides that the land remains at the risk of the vendor before the purchaser is entitled to possession or receipts of rents and profits.

If there is a residence on the land which was constructed within the preceding 6 years by the vendor as an owner builder and which section 137B of the Building Act 1993 applies to the residence the required insurance details are attached.

The vendor makes no representations that the building and structures comply with all relevant statutes and local regulations. It is the purchaser's responsibility to make their own enquiries before entering in to a contract of sale to ensure they comply and shall not be entitled to make any objection, claim any compensation or require the vendor to perform any act due to a failure for the structures to comply with any regulation.

**NOTICES MADE IN RESPECT OF LAND-** 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 that the vendor might reasonably be expected to have knowledge are contained in certificates herein if applicable.

Whether there are any notices, property management plans, reports or order 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 are contained in certificates herein if applicable.

Whether there are any notices pursuant to Section 6 of the Land Acquisition and Compensation Act 1986 are contained in certificates herein if applicable.





## CORE CONVEYANCING VIC

P.O Box 308,  
Mount Evelyn 3796

P: 03 9736 1445

E: [info@corecv.com.au](mailto:info@corecv.com.au)



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

VOLUME 08798 FOLIO 415

Security no : 124114118228C  
Produced 12/04/2024 06:19 AM

**LAND DESCRIPTION**

Lot 11 on Registered Plan of Strata Subdivision 001393.  
PARENT TITLE Volume 07390 Folio 994

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Joint Proprietors  
PAUL ANTHONY GERARD POUTNEY  
SESILIA AVE POUTNEY both of 9 WOODLANDS GROVE SAFETY BEACH VIC 3936  
AV930471S 05/08/2022

**ENCUMBRANCES, CAVEATS AND NOTICES**

MORTGAGE AV930472Q 05/08/2022  
BENDIGO AND ADELAIDE BANK LTD

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 or Section 12 Strata Titles Act 1967 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

**DIAGRAM LOCATION**

SEE RP001393 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: UNIT 11 99 MCCRAE STREET DANDENONG VIC 3175

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 18057S BENDIGO BANK  
Effective from 05/08/2022

**OWNERS CORPORATIONS**

The land in this folio is affected by  
OWNERS CORPORATION PLAN NO. RP001393



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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**

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Page 2 of 2

DOCUMENT END



# Imaged Document Cover Sheet

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Document Assembled	<b>12/04/2024 06:19</b>

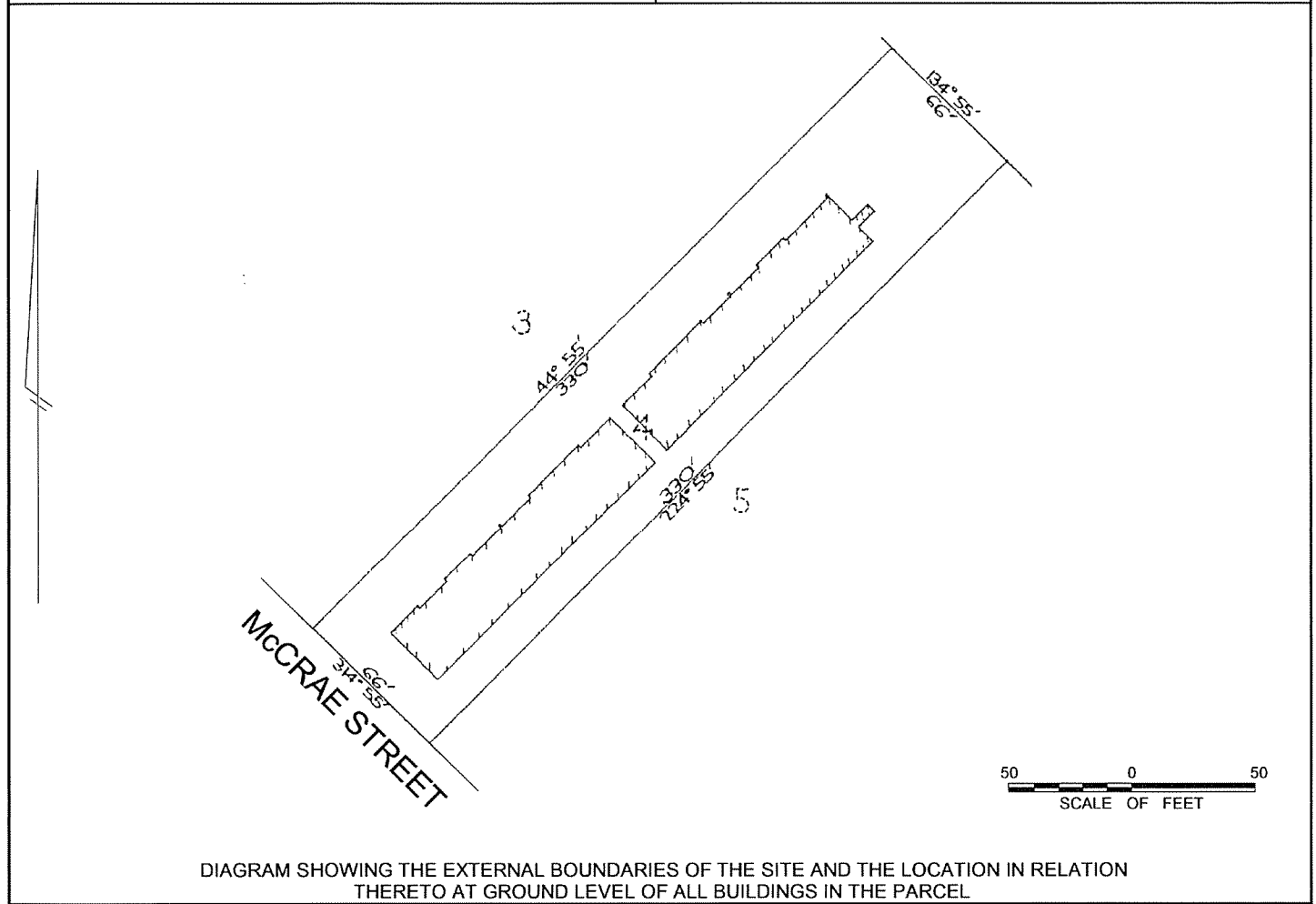
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<b>PLAN OF STRATA SUBDIVISION</b>	<b>EDITION 1</b>	<b>RP001393</b>
<b>LOCATION OF LAND</b> PARISH: DANDENONG TOWNSHIP: DANDENONG SECTION: 20 CROWN ALLOTMENT: 4 CROWN PORTION: - TITLE REFERENCE: VOL. 7390 FOL. 994 LAST PLAN REFERENCE: - DEPTH LIMITATION: DOES NOT APPLY POSTAL ADDRESS: 99 McCRAE STREET, DANDENONG 3175	<b>FOR CURRENT OWNERS CORPORATION DETAILS AND ADDRESS FOR SERVICE OF NOTICE SEE OWNERS CORPORATION SEARCH REPORT</b>	
	<b>SURVEYOR'S CERTIFICATE</b> Surveyor: BRIAN CHRISTOPHER VAN BAER Survey Date: 03/04/1969 Certification Date: 16/04/1969  <b>SEAL OF MUNICIPALITY AND ENDORSEMENT</b> Sealed pursuant to Section 6 (1) of the Strata Titles Act 1967 by CITY OF DANDENONG on 28/07/1969  <b>REGISTERED DATE: 08/10/1969</b>  <b>PLAN UPDATED BY REGISTRAR IN AN661031Q 27/04/2017</b>	



**EASEMENT INFORMATION**

**LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)**

**ENCUMBRANCES REFERRED TO IN SECTION 12 (2) OF THE SUBDIVISION ACT 1988 APPLY TO ALL THE LAND IN THIS PLAN**

Easement Reference	Purpose	Width	Origin	Land Benefitted /In Favour Of	Plan Parcel Affected

# PLAN OF STRATA SUBDIVISION

# RP001393

## LEGEND

THE BUILDING IN THE PARCEL A PART OF WHICH IS CONTAINED IN LOTS 1 TO 23 IS A TWO STOREY BUILDING.  
NO BUILDING OR PART OF A BUILDING IS CONTAINED IN LOTS 24 TO 32.

THE LOWER BOUNDARY OF LOTS 1 TO 16 LIES WITHIN THE FLOOR OF THAT PART OF THE RELEVANT STOREY OF THE LOT.  
THE UPPER BOUNDARY OF THESE LOTS LIES WITHIN THE CEILING OF THAT PART OF THE RELEVANT STOREY.

THE LOWER BOUNDARY OF LOTS 17 TO 32 IS THAT PART OF THE SITE OF THE RELEVANT LOT.  
THE UPPER BOUNDARY OF THESE LOTS IS SEVEN FEET ABOVE ITS LOWER BOUNDARY.

LOTS 17 TO 32 ARE ACCESSORY LOTS.

COMMON PROPERTY IS ALL OF THE LAND IN THE PLAN EXCEPT THE LOTS AND MAY INCLUDE LAND ABOVE  
AND BELOW THE LOTS. COMMON PROPERTY MAY BE SHOWN AS "CP" ON DIAGRAMS.

BOUNDARIES DEFINED BY STRUCTURE OR BUILDING ARE SHOWN AS THICK CONTINUOUS LINES.

ANY OTHER BOUNDARY IS SHOWN BY A THICK BROKEN LINE.

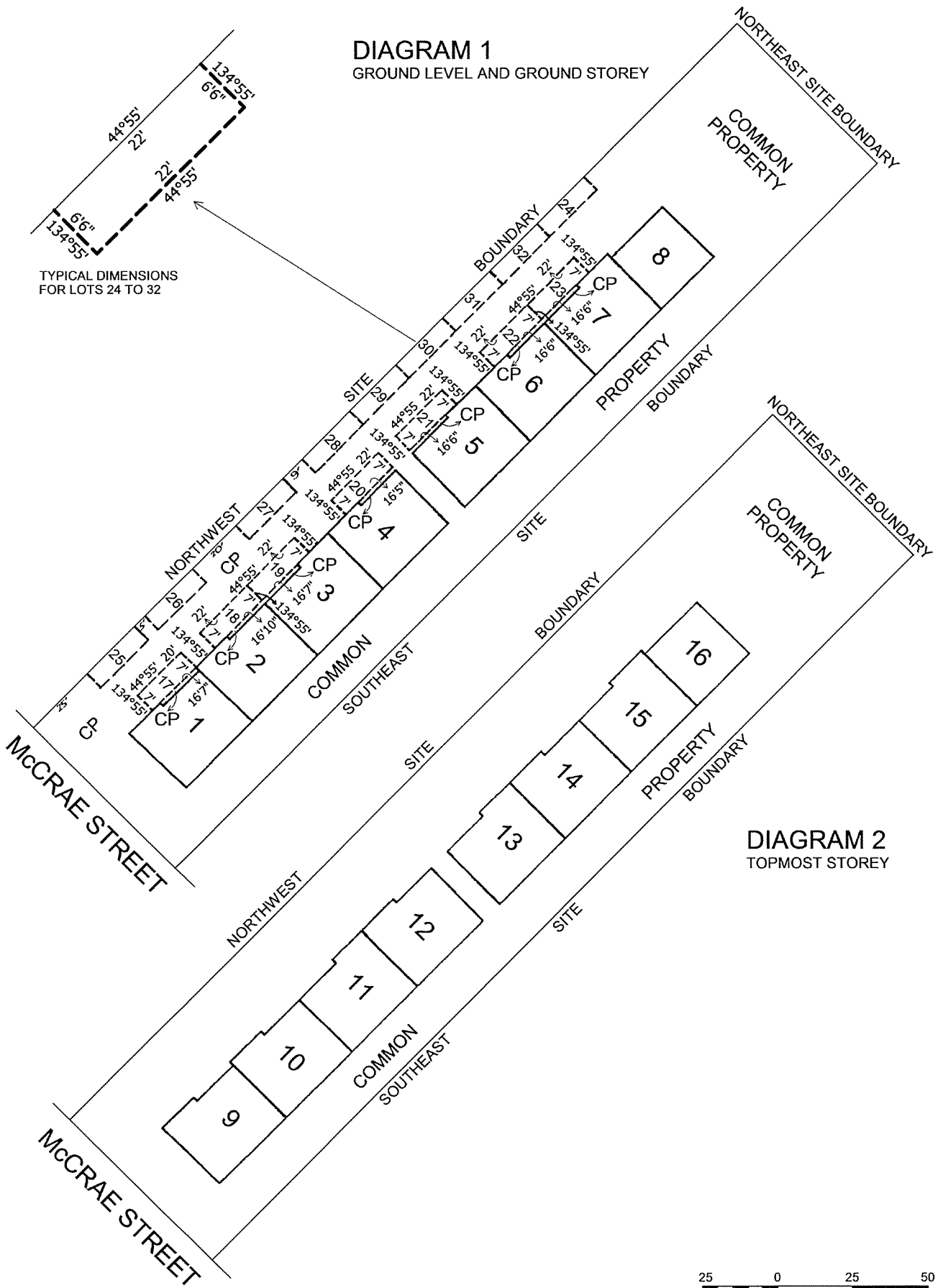
LOCATION OF BOUNDARIES DEFINED BY STRUCTURE OR BUILDING:

MEDIAN: ALL BOUNDARIES

# PLAN OF STRATA SUBDIVISION

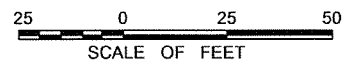
# RP001393

**DIAGRAM 1**  
GROUND LEVEL AND GROUND STOREY



TYPICAL DIMENSIONS  
FOR LOTS 24 TO 32

**DIAGRAM 2**  
TOPMOST STOREY





# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Produced: 12/04/2024 06:19:31 AM

**OWNERS CORPORATION  
PLAN NO. RP001393**

The land in RP001393 is affected by 1 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property, Lots 1 - 32.

### Limitations on Owners Corporation:

Unlimited

### Postal Address for Services of Notices:

1/9 COOLAC STREET CHELTENHAM VIC 3192

AL279576S 08/08/2014

### Owners Corporation Manager:

NIL

### Rules:

Model Rules apply unless a matter is provided for in Owners Corporation Rules. See Section 139(3) Owners Corporation Act 2006

### Owners Corporation Rules:

1. G701806 15/09/1977

### Additional Owners Corporation Information:

NIL

### Notations:

NIL

### Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property	0	0
Lot 1	85	85
Lot 2	85	85
Lot 3	85	85
Lot 4	85	85
Lot 5	85	85
Lot 6	85	85



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 12/04/2024 06:19:31 AM

OWNERS CORPORATION  
PLAN NO. RP001393

### Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Lot 7	85	85
Lot 8	75	75
Lot 9	85	85
Lot 10	85	85
Lot 11	85	85
Lot 12	85	85
Lot 13	85	85
Lot 14	85	85
Lot 15	85	85
Lot 16	75	75
Lot 17	1	1
Lot 18	1	1
Lot 19	1	1
Lot 20	1	1
Lot 21	1	1
Lot 22	1	1
Lot 23	1	1
Lot 24	1	1
Lot 25	1	1
Lot 26	1	1
Lot 27	1	1
Lot 28	1	1
Lot 29	1	1
Lot 30	1	1
Lot 31	1	1
Lot 32	1	1
<b>Total</b>	<b>1356.00</b>	<b>1356.00</b>

From 31 December 2007 every Body Corporate is deemed to be an Owners Corporation. Any reference to a Body Corporate in any Plan,



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 12/04/2024 06:19:31 AM

OWNERS CORPORATION  
PLAN NO. RP001393

Instrument or Folio is to be read as a reference to an Owners Corporation.

Statement End.

# PLANNING PROPERTY REPORT

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 17 April 2024 04:37 PM

## PROPERTY DETAILS

Address: **11/99 MCCRAE STREET DANDENONG 3175**

Lot and Plan Number: **Lot 11 RP1393**

Standard Parcel Identifier (SPI): **11\RP1393**

Local Government Area (Council): **GREATER DANDENONG** [www.greaterdandenong.com](http://www.greaterdandenong.com)

Council Property Number: **313885**

Planning Scheme: **Greater Dandenong** [Planning Scheme - Greater Dandenong](#)

Directory Reference: **Melway 91A H9**

## UTILITIES

Rural Water Corporation: **Southern Rural Water**

Melbourne Water Retailer: **South East Water**

Melbourne Water: **Inside drainage boundary**

Power Distributor: **UNITED ENERGY**

## STATE ELECTORATES

Legislative Council: **SOUTH-EASTERN METROPOLITAN**

Legislative Assembly: **DANDENONG**

## OTHER

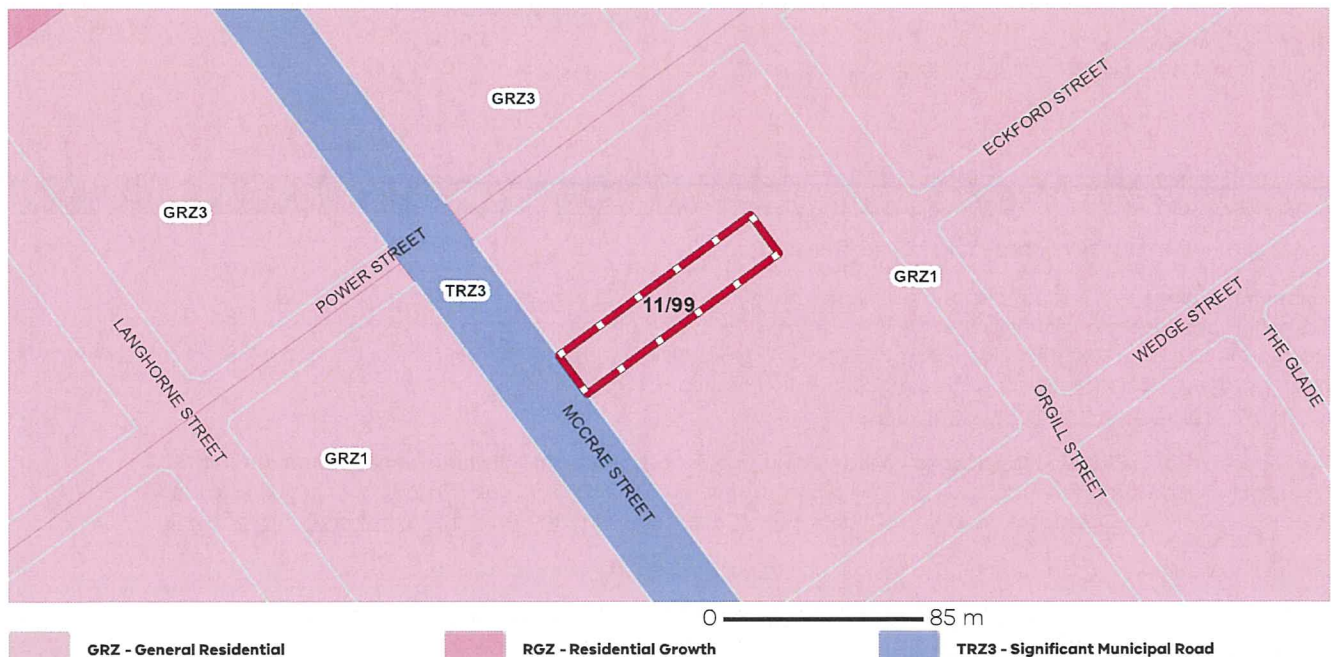
Registered Aboriginal Party: **Bunurong Land Council Aboriginal Corporation**

[View location in VicPlan](#)

## Planning Zones

[GENERAL RESIDENTIAL ZONE \(GRZ\)](#)

[GENERAL RESIDENTIAL ZONE - SCHEDULE 1 \(GRZ1\)](#)



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 Overlay

None affecting this land - there are overlays in the vicinity

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

### HERITAGE OVERLAY (HO)



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 7 December 2023.

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 apply to 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 <https://mapshare.maps.vic.gov.au/vicplan>

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



## Designated Bushfire Prone Areas

**This property is not in a designated bushfire prone area.**

**No special bushfire construction requirements apply. Planning provisions may apply.**

Where part of the property is mapped as BPA, if no part of the building envelope or footprint falls within the BPA area, the BPA construction requirements do not apply.

Note: the relevant building surveyor determines the need for compliance with the bushfire construction requirements.



Designated BPA are determined by the Minister for Planning following a detailed review process. The Building Regulations 2018, through adoption of the Building Code of Australia, apply bushfire protection standards for building works in designated BPA.

Designated BPA maps can be viewed on VicPlan at <https://mapshare.vic.gov.au/vicplan/> or at the relevant local council.

Create a BPA definition plan in [VicPlan](#) to measure the BPA.

Information for lot owners building in the BPA is available at <https://www.planning.vic.gov.au>.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website <https://www.vba.vic.gov.au>. Copies of the Building Act and Building Regulations are available from <http://www.legislation.vic.gov.au>. For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>.

## Native Vegetation

Native plants that are indigenous to the region and important for biodiversity might be present on this property. This could include trees, shrubs, herbs, grasses or aquatic plants. There are a range of regulations that may apply including need to obtain a planning permit under Clause 52.17 of the local planning scheme. For more information see [Native Vegetation \(Clause 52.17\)](#) with local variations in [Native Vegetation \(Clause 52.17\) Schedule](#).

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvim.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](#) or please contact your relevant council.

You can find out more about the natural values on your property through NatureKit [NatureKit \(environment.vic.gov.au\)](#)

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**Ranges First National Real Estate**

1660 Burwood Highway,  
Belgrave, VIC 3160

P: 97546111

ABN: 34493739706



**first  
national**  
REAL ESTATE

Ranges

# Residential Rental Agreement

for

11/99 McCrae St, Dandenong VIC 3175

This agreement is between **Paul Poutney, Sesilia Poutney**  
and **Crystal Foxall**.

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# Residential Rental Agreement of no more than 5 years

Residential Tenancies Act 1997 Section 26(1)

Regulation 10(1)

## Part A - General

This agreement is between the residential rental provider (rental provider) and the renter listed on this form.

### 1. Date of agreement

This is the date the agreement is signed

Tue 30/05/2023

If the agreement is signed by the parties on different days, the date of the agreement is the date the last person signs the agreement.

### 2. Premises let by the rental provider

Address of premises

11/99 McCrae St, Dandenong VIC

Postcode 3175

### 3. Rental provider details

Full name or company name of rental provider

Paul Poutney, Sesilia Poutney

Address (if no agent is acting for the rental provider)

Postcode

Phone number

ACN (if applicable)

Email address

#### Rental provider's agent details (if applicable)

Full name

Ranges First National Real Estate

Address

1660 Burwood Highway, Belgrave, VIC

Postcode 3160

Phone number

97546111

ACN (if applicable)

613858772

Email address

**Note:** The rental provider must notify the renter within 7 days if any of this information changes.

#### 4. Renter details

Each renter that is a party to the agreement must provide their details here.

Full name of **renter 1**

Current Address:  **Postcode**

Phone number:

Email:

Full name of **renter 2**

Current Address:  **Postcode**

Phone number:

Email:

Full name of **renter 3**

Current Address:  **Postcode**

Phone number:

Email:

Full name of **renter 4**

Current Address:  **Postcode**

Phone number:

Email:

---

#### 5. Length of the agreement

Fixed term agreement

Start date

(this is the date the agreement starts and you may move in)

End date

Periodic agreement (monthly)

Start date

**Note:** If a fixed term agreement ends and the renter and rental provider do not enter into a new fixed term agreement, and the renter continues to occupy the premises, a periodic (e.g. month by month) residential rental agreement will be formed.

---

## 6. Rent

Rent amount(\$) (payable in advance)	<input type="text" value="1477.00"/>
To be paid per	<input type="checkbox"/> week <input type="checkbox"/> fortnight <input checked="" type="checkbox"/> calendar month
Day rent is to be paid (e.g. each Thursday or the 11th of each month)	<input type="text" value="26th day of each month"/>
Date first rent payment due	<input type="text" value="Sat 26/08/2023"/>
The rent will be increasing to	<input type="text" value="\$1521.00"/> <input type="text" value="per month"/> from <input type="text" value="Sat 26/08/2023"/>

---

## 7. Bond

The Renter has paid the bond specified below

Unless the rent is greater than \$900 (per week), the maximum bond is one month's rent. In some cases, the rental provider may ask the Victorian Civil and Administrative Tribunal (VCAT) to increase this limit. The rental provider or their agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA). The bond must be lodged within 10 business days after receiving payment. The RTBA will send the renter a receipt for the bond.

If the renter does not receive a receipt within 15 business days from when they paid the bond, they may — email [rtba@justice.vic.gov.au](mailto:rtba@justice.vic.gov.au), or call the RTBA on 1300 13 71 64

Rental bond amount(\$)	<input type="text" value="1477"/>
Bond lodgement date	<input type="text" value="Wed 24/08/2022"/>
Bond Lodgement No.	<input type="text" value="15399502"/>

## Part B – Standard terms

---

### 8. Rental provider's preferred method of rent payment

**Note:** The rental provider must permit a fee-free (other than the renter's own bank fees) payment method and must allow the renter to use Centrepay or another form of electronic funds transfer.

**Note:** The renter is entitled to receive a receipt from the rental provider confirming payment of rent.

(Rental provider to tick permitted methods of rent payment)

direct debit  bank deposit  cash  cheque  money order  BPay

other electronic form of payment, including Centrepay

Payment details (if applicable)

BSB:	083125
Account:	298862382
Account name:	Ranges First National
Bank Reference:	0421 859 522

**9. Service of notices and other documents by electronic methods**

Electronic service of documents must be in accordance with the requirements of the *Electronic Transactions (Victoria) Act 2000*.

Just because someone responds to an email or other electronic communications does not mean they have consented to the service of notices and other documents by electronic methods.

The rental provider and renter must notify the other party in writing if they no longer wish to receive notices or other documents by electronic methods.

The rental provider and renter must immediately notify the other party in writing if their contact details change.

**9.1 Does the rental provider agree to the service of notices and other documents by electronic methods such as email?**

The rental provider must complete this section before giving the agreement to the renter.  
(Rental provider to tick as appropriate)

Yes  No  
Krystelle Rush: leasing@rangesfn.com.au

**9.2 Does the renter agree to the service of notices and other documents by electronic methods such as email?**

(Renter to tick as appropriate)

**Renter 1**  Yes  No  
Crystal Foxall: crystal\_foxall@hotmail.com

**Renter 2**  Yes  No

**Renter 3**  Yes  No

**Renter 4**  Yes  No

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## 10. Urgent repairs

- The rental provider must ensure that the rental property is provided and maintained in good repair.
- If there is a need for an urgent repair, the renter should notify the rental provider in writing.

For further information on seeking repairs see **Part D** (below).

Details of person the renter should contact for an urgent repair  
(rental provider to insert details)

Emergency contact name

Meaghan Dolphin

Emergency phone number

9754 6111

Emergency email address

meaghand@rangesfn.com.au

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## 11. Professional cleaning

The rental provider must not require the renter to arrange professional cleaning or cleaning to a professional standard at the end of the tenancy unless —

- professional cleaning or cleaning to a professional standard was carried out to the rented premises immediately before the start of the tenancy and the renter was advised that professional cleaning or cleaning to a professional standard had been carried out to those premises immediately before the start of the tenancy; or
- professional cleaning or cleaning to a professional standard is required to restore the rented premises to the same condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

The renter must have all or part of the rented premises professionally cleaned, or pay the cost of having all or part of the rented premises professional cleaned, if professional cleaning becomes required to restore the premises to the condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

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## 12. Owners corporation

Do owners corporation rules apply to the premises?

*If yes, the rental provider must attach a copy of the rules to this agreement.*

(Rental provider to tick as appropriate)

No

Yes

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## 13. Condition report

The renter must be given 2 copies of the condition report (or one emailed copy) on or before the date the renter moves into the rented premises.

(rental provider to tick as appropriate)

The condition report has been provided

The condition report will be provided to the renter on or before the date the agreement starts

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## Part C – Safety related activities

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### 14 Electrical safety activities

- (a) The rental provider must ensure an electrical safety check of all electrical installations, appliances and fittings provided by a rental provider in the rented premises is conducted every 2 years by a licensed or registered electrician and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
  - (b) If an electrical safety check of the rented premises has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange an electrical safety check as soon as practicable.
- 

### 15 Gas safety activities

This safety-related activity only applies if the rented premises contains any appliances, fixtures or fittings which use or supply gas.

- (a) The rental provider must ensure that a gas safety check of all gas installations and fittings in the rented premises is conducted every 2 years by a licensed or registered gasfitter and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
  - (b) If a gas safety check has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange a gas safety check as soon as practicable.
- 

### 16 Smoke alarm safety activities

- (a) The rental provider must ensure that:
  - i. any smoke alarm is correctly installed and in working condition; and
  - ii. any smoke alarm is tested according to the manufacturer's instructions at least once every 12 months, and
  - iii. the batteries in each smoke alarm are replaced as required.
- (b) The rental provider must immediately arrange for a smoke alarm to be repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.  
**Note:** Repair or replacement of a hard-wired smoke alarm must be undertaken by a suitably qualified person.
- (c) The rental provider, on or before the occupation date, must provide the renter with the following information in writing:
  - i. information about how each smoke alarm in the rented premises operates;
  - ii. information about how to test each smoke alarm in the rented premises;
  - iii. information about the renter's obligations to not tamper with any smoke alarms and to report if a smoke alarm in the rented premises is not in working order.
- (d) The renter must give written notice to the rental provider as soon as practicable after becoming aware that a smoke alarm in the rented premises is not in working order.

**Note:** Regulations made under the **Building Act 1993** require smoke alarms to be installed in all residential buildings.

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### 17 Swimming pool barrier safety activities

These safety-related activities only apply if the rented premises contains a swimming pool.

- (a) The rental provider must ensure that the swimming pool barrier is maintained in good repair.



- (b) The renter must give written notice to the rental provider as soon as practicable after becoming aware that the swimming pool barrier is not in working order.
  - (c) The rental provider must arrange for a swimming pool barrier to be immediately repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
  - (d) The rental provider must provide the renter with a copy of the most recent certificate of swimming pool barrier compliance issued under the **Building Act 1993** on the request of the renter.
- 

### **18 Relocatable pool safety activities**

These safety-related activities only apply if a relocatable swimming pool is erected, or is intended to be erected, on the rented premises.

- (a) The renter must not erect a relocatable swimming pool without giving written notice to the rental provider before erecting the pool.
- (b) The renter must obtain any necessary approvals before erecting a relocatable swimming pool.

**Note:** Regulations made under **Building Act 1993** apply to any person erecting a relocatable swimming pool. This safety-related activity only applies to swimming pools or spas that hold water deeper than 300 mm.

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### **19 Bushfire prone area activities**

This safety-related activity only applies if the rented premises is in a bushfire prone area and is required to have a water tank for bushfire safety.

If the rented premises is in a designated bushfire prone area under section 192A of the **Building Act 1993** and a water tank is required for firefighting purposes, the rental provider must ensure the water tank and any connected infrastructure is maintained in good repair as required.

The water tank must be full and clean at the commencement of the agreement.

## Part D – Rights and obligations

This is a summary of selected rights and obligations of **renters** and **rental providers** under the Act.

Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.

For more information, visit [consumer.vic.gov.au/renting](https://consumer.vic.gov.au/renting).

## 20. Use of the premises

### The renter:

- is entitled to quiet enjoyment of the premises. The rental provider may only enter the premises in accordance with the Act; and
- must not use the premises for illegal purposes; and
- must not cause a nuisance or interfere with the reasonable peace, comfort or privacy of neighbours; and
- must avoid damaging the premises and common areas. Common areas include hallways, driveways, gardens and stairwells. Where damage occurs, the renter must notify the rental provider in writing; and
- must keep the premises reasonably clean.

## 21. Condition of the premises

### The rental provider:

- must ensure that the premises comply with the rental minimum standards, and is vacant and reasonably clean when the renter moves in; and
- must maintain the premises in good repair and in a fit condition for occupation; and
- agrees to do all the safety-related maintenance and repair activities set out in **Part C** of the agreement.

### The renter:

- The renter must follow all safety-related activities set out in **Part C** of the agreement and not remove, deactivate or otherwise interfere with the operation of prescribed safety devices on the premises.

## 22. Modifications

### The renter:

- may make some modifications without seeking the rental provider's consent. These modifications are listed on the Consumer Affairs Victoria website; and
- must seek the rental provider's consent before installing any other fixtures or additions; and
- may apply to VCAT if they believe that the rental provider has unreasonably refused consent for a modification mentioned in the Act; and
- at the end of the agreement, must restore the premises to the condition it was in before they moved in (excluding fair wear and tear). This includes removing all modifications, unless the parties agree they do not need to be removed.

### The rental provider:

- must not unreasonably refuse consent for certain modifications.

A list of the modifications that the rental provider cannot unreasonably refuse consent for is available on the Consumer Affairs Victoria website [consumer.vic.gov.au/renting](http://consumer.vic.gov.au/renting).

## 23. Locks

- The rental provider must ensure the premises has:
  - locks to secure all windows capable of having a lock, and
  - has deadlocks (a deadlock is a deadlatch with at least one cylinder) for external doors that are able to be secured with a functioning deadlock; and
  - meets the rental minimum standards for locks and window locks.
- External doors which are not able to be secured with a functioning deadlock must at least be fitted with a locking device that—
  - is operated by a key from the outside; and
  - may be unlocked from the inside with or without a key
- The renter must obtain consent from the rental provider to change a lock in the master key system.
- The rental provider must not unreasonably refuse consent for a renter seeking to change a lock in the master key system.
- The rental provider must not give a key to a person excluded from the premises under a:
  - a family violence intervention order; or
  - a family violence safety notice; or
  - a recognised non-local DVO; or
  - personal safety intervention order.

## 24. Repairs

- Only a suitably qualified person may do repairs—both urgent and non-urgent

## 25. Urgent repairs

Section 3(1) of the Act defines **urgent repairs**. Refer to the Consumer Affairs Victoria website for the full list of urgent repairs and for more information, visit [consumer.vic.gov.au/urgentrepairs](http://consumer.vic.gov.au/urgentrepairs).

Urgent repairs include failure or breakdown of any essential service or appliance provided for hot water, cooking, heating or laundering supplied by the rental provider.

The rental provider must carry out urgent repairs after being notified. A renter may arrange for urgent repairs to be done if the renter has taken reasonable steps to arrange for the rental provider to immediately do the repairs and the rental provider has not carried out the repairs.

If the renter has arranged for urgent repairs, the renter may be reimbursed directly by the rental provider for the reasonable cost of repairs up to \$2500.

The renter may apply to VCAT for an order requiring the rental provider to carry out urgent repairs if—

- (a) the renter cannot meet the cost of the repairs; or
- (b) the cost of repairs is more than \$2500; or
- (c) the rental provider refuses to pay the cost of repairs if it is carried out by the renter.

## 26. Non-urgent repairs

- The renter must notify the rental provider, in writing, as soon as practicable of —
  - damage to the premises; and
  - a breakdown of facilities, fixtures, furniture or equipment supplied by the rental provider.
- The rental provider must carry out non-urgent repairs in reasonable time.
- The renter may apply to VCAT for an order requiring the rental provider to do the repairs if the rental provider has not carried out the repairs within 14 days of receiving notice of the need for repair.

## 27. Assignment or sub-letting

### The renter:

- The renter must not assign (transfer to another person) or sub-let the whole or any part of the premises without the written consent of the rental provider. The rental provider may give the renter notice to vacate if the renter assigns or sub-lets the premises without consent.

### The rental provider:

- cannot unreasonably withhold consent to assign or sub-let the premises; and
- must not demand or receive a fee or payment for consent, other than any reasonable expenses incurred by the assignment.

## 28. Rent

- The rental provider must give the renter at least 60 days written notice of a proposed rent increase
- Rent cannot be increased more than once every 12 months.
- If the rental provider or agent does not provide a receipt for rent, then renter may request a receipt.
- The rental provider must not increase the rent under a fixed term agreement unless the agreement provides for an increase by specifying the amount of increase or the method of calculating the rent increase.

## 29. Access and entry

- The rental provider may enter the premises—
  - at any time, if the renter has agreed within the last 7 days; and
  - to do an inspection, but not more than once every 6 months; and
  - to comply with the rental provider's duties under the Act; and
  - to show the premises or conduct an open inspection to sell, rent or value the premises; and
  - to take images or video for advertising a property that is for sale or rent; and
  - if they believe the renter has failed to follow their duties under the Act; and
  - to do a pre-termination inspection where the renter has applied to have the agreement terminated because of family violence or personal violence.
- The renter must allow entry to the premises where the rental provider has followed proper procedure.
- The renter is entitled to a set amount of compensation for each sales inspection.

## 30. Pets

- The renter must seek consent from the rental provider before keeping a pet on the premises.
- The rental provider must not unreasonably refuse a request to keep a pet.

### 31. Additional terms (if any)

List any additional terms to this agreement. The terms listed must not exclude, restrict or modify any of the rights and duties included in the Act.

Additional terms must also comply with the Australian Consumer Law (Victoria). For example, they cannot be unfair terms, which will have no effect. Contact Consumer Affairs Victoria on 1300 558 181 for further information or visit [consumer.vic.gov.au/products-and-services/business-practices/contracts/unfair-contract-terms](http://consumer.vic.gov.au/products-and-services/business-practices/contracts/unfair-contract-terms).

### 32. Residential Tenancy Database

In accord with Section 439 (1) 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 subject to the Act.

### 33. Rental Provider Obligations

The Rental Provider may issue a notice to vacate in accord with the Act during the term of this Agreement and the Renter must vacate the Premises at the expiration of the notice period given in the notice to vacate. The Rental Provider 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 Rental Provider 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.

The Rental Provider must not increase the Rental more than once in every 12 months.

Unless this Agreement is specified in Item 5 of Part A to be for a fixed term the Rental Provider may, in accord with the provisions of Section 44 of the Act, increase the Rental by giving the Renter at least 60 day's notice of the increase.

This Agreement may only be amended in writing signed by the Rental Provider and the Renter.

Where the Premises form part of a building, the Rental Provider has the right to make and/or alter rules and regulations for the Premises and the Renter will be bound by such rules and regulations of the Act.

### 34. Availability of Premises

Ranges First National Real Estate will use its best endeavours so that the Premises are available on the Commencement Date.

### 35. Payment of Services

The Renter shall pay all charges in respect of the consumption of water, electricity, gas, oil, national broadband network ("NBN") and telephone where the Premises are separately metered for these services as stipulated in the Act.

It is the Renter'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 Rental Provider or Ranges First National Real Estate should the power not be connected at the commencement of this Agreement.

The Renter 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 Rental Provider.

### 36. Contents Insurance

The Renter is not required to take out any insurance. Notwithstanding this, the Renter acknowledges that any insurance policy of the Rental Provider does not provide cover for the personal possessions of the Renter. It is strongly recommended that the Renter should take out contents insurance to adequately cover those possessions.

### 37. Use of Premises

The Renter shall only use the Premises for residential purposes unless the prior written consent of the Rental Provider has been obtained for any other use. The Rental Provider 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 Renter. The Renter must not permit any short term or long term letting or licencing the use and/or occupation of any part of the Premises without the prior

written consent of the Rental Provider. Any request for consent must be made in writing to Ranges First National Real Estate.

**38. No Representations**

The Renter acknowledges that no promise, representation, warranty or undertaking has been given by the Rental Provider or Ranges First National Real Estate in relation to the suitability of the Premises for the purposes of the Renter otherwise than as provided in this Agreement. Without limiting Item 21 of Part D of this Agreement, the Rental Provider must ensure that the Premises comply with the rental minimum standards (as set out in Schedule 4 of the Residential Tenancies Regulations 2021), and further that the Premises are vacant and reasonably clean when the Renter moves in.

**39. Condition Report**

The Renter must be given 2 copies of the Condition Report (or one emailed copy) on or before the date the Renter moves into the Premises.

The Renter acknowledges having received before entering into occupation of the Premises two copies of the Condition Report signed by or on behalf of the Rental Provider as well as a written statement setting out the rights and duties of the Rental Provider and Renter under a tenancy agreement ('Renting a Home - A Guide for Renters'). The Renter acknowledges that the Condition Report provided at the commencement of the tenancy must be signed and returned to Ranges First National Real Estate within 5 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.

**40. No Promise of Renewal**

The Renter acknowledges that no promise, representation or warranty has been given by the Rental Provider or Ranges First National Real Estate in relation to any further renewal of this Agreement. Without limiting the generality of clause 5 in Part A of this Agreement, the Renter acknowledges that if this Agreement is specified in Part A, Item 5 of this Agreement as being for a fixed period, then it shall commence on the Commencement Date and end on the Expiry Date.

**41. Rental Provider Termination**

The Renter acknowledges that the Rental Provider 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.

**42. Lost Keys**

The Renter 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.

**43. Extra Keys**

The Renter acknowledges that should the Renter wish to order any extra key, auto remote control or other access device for the Premises it will be at the expense of the Renter. The Renter 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.

**44. Floor Protection**

If the Premises include polished floorboards/floating floor, it shall be the responsibility of the Renter 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 Renter throughout the tenancy to prevent indentation being caused to the floors.

**45. Changing Locks**

The Renter may change any lock security alarm code and/or other security device at the Premises. If the Renter changes any lock security alarm code and/or other security device, the Renter must give the Rental Provider or Ranges First National Real Estate a duplicate key and/or new security alarm code and/or other access device as soon as practicable.

**46. Comply with Insurance**

Subject to the Renter having been provided with a copy of any insurance policy maintained by the Rental

Provider, the Renter 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. For the avoidance of doubt the Rental Provider is responsible for payment of insurance, and nothing in this clause requires the Renter to take out or pay for any insurance.

**47. No Invalidating Insurance**

The Renter 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. For the avoidance of doubt the Rental Provider is responsible for payment of insurance, and nothing in this clause requires the Renter to take out or pay for any insurance.

**48. Protection Against Damage**

The Renter must take reasonable measures so that anyone that the Renter has allowed or permitted to be at the Premises does not cause damage to the Premises. This obligation shall not extend to the Rental Provider or Ranges First National Real Estate or their respective contractors.

**49. Shared Services**

The Renter 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.

**50. No Servicing Vehicles**

The Renter must not service or repair or allow the service or repair of any motor vehicle, motorcycle, boat or caravan at the Premises except minor routine maintenance and cleaning, other than greasing and changing oil.

**51. Report Damage or Injury**

The Renter shall notify Ranges First National Real Estate immediately in writing on becoming aware of any damage to or defects in the Premises or breakdown of facilities, whether or not it might injure a person or cause damage to the Premises.

**52. Notify Blockages**

The Renter must as soon as practicable notify the Rental Provider 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 Renter must pay the Rental Provider all reasonable expenses that are incurred in rectifying any defect or blockage that may be caused by the Renter or a person that the Renter has allowed or permitted to be at the Premises. This obligation shall not extend to any defect or blockage caused by the Rental Provider or Ranges First National Real Estate or their respective contractors.

**53. Alterations**

The Renter shall not paint or affix any sign or any antenna or cabling onto the Premises without the prior written consent of the Rental Provider. The consent of the Rental Provider will not be unreasonably withheld. The consent of the Rental Provider may be made subject to any reasonable condition including (but not limited to) removal of the thing affixed when the tenancy is terminated. The Renter's rights and obligations in relation to modifications are set out in Part D, Item 22 of this Agreement. The Rental Provider may require the Renter to remove such items affixed and make good any damage caused by such removal.

**54. Rubbish**

The Renter 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 Renter for collection and returned to its allotted place in accord with local council by-laws and/or good practice.

**55. Pests**

The extermination of all pests including (but not limited to) any rat, cockroach, mouse, flea, ant or other pest that may infest the Premises is considered an urgent repair and shall be dealt with in accordance with Part D, Item 25 of this Agreement.

**56. Hanging Clothes**

The Renter shall not hang any clothes outside the Premises other than where provision for the hanging of clothes has been provided. The Renter must use any clothes drying facilities in the manner required by the Rental Provider or any owner's corporation.

**57. Replace Light Globes**

The Renter shall, at the Renter'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.

**58. Smoke Free Zone**

The Renter acknowledges that the Premises are a 'Smoke Free Zone' and the Renter will ensure that the Renter and any invitees do not smoke inside the Premises.

**59. Payment of Rental**

All payments of Rental shall be made without demand by or on behalf of the Rental Provider and on time. No part payment will be accepted. All payments of Rental are to be made by the method advised in Item 8 in Part B of this Agreement or as notified in writing by Ranges First National Real Estate from time to time.

**60. Rental Increase**

If the Renter disagrees with a Rental increase sought by the Rental Provider, the Renter 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 Rental Provider.

**61. Maintain Garden**

The Renter 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 Renter 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 Renter must comply with any government watering restrictions in place, from time to time. It is the responsibility of the Renter to maintain any water feature/fountain or pond at the Premises. The Renter 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 and taking into account fair wear and tear.

**62. Watering System**

If any garden is watered by a watering system and/or via any tank water, the Renter 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 Renter is not required to repair damage to the watering system caused by the Rental Provider, Ranges First National Real Estate or their contractors.

**63. Rental Provider Repairs**

The Renter 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 Rental Provider 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 Renter agrees to allow the Rental Provider or any tradespeople reasonable access to carry out any such repairs.

The Rental Provider must ensure that the Premises are provided and maintained in good repair. If there is a need for an urgent repair the Renter must notify Ranges First National Real Estate in writing.

**64. Urgent Repairs**

The Renter 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 Renter agrees to use all reasonable efforts to contact Ranges First National Real Estate during business hours or after hours information service on 9754 6111 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 Renters' as provided for classification of urgent repairs.



#### **65. Vehicle Parking**

The Renter shall not park or allow any vehicle to be parked on the Premises or in any garage facilities made available for use by the Renter 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 Rental Provider or any owner's corporation. The Renter acknowledges that if the Premises are advertised without any off-street parking being made available, it shall be the responsibility of the Renter 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.

#### **66. Pets**

The Renter must not keep any animal, bird, or other pet at the Premises without first obtaining the written permission of the Rental Provider or Ranges First National Real Estate. Permission will not be unreasonably withheld. In giving permission, the Rental Provider or Ranges First National Real Estate may impose reasonable conditions. It is not unreasonable for the Rental Provider 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 Rental Provider or Ranges First National Real Estate to keep a pet at the Premises the Renter must complete and provide a pet request form.

#### **67. Pools and Water Features**

The Renter 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 Rental Provider. The Renter also agrees that should any such permission be granted it will be conditional on the Renter obtaining and providing evidence to the Rental Provider, of compliance with Council or any other regulations relating to pool installation or pool fencing requirements prior to the installation taking place.

#### **68. Rental Provider Entry**

Subject to compliance with the Act, the Rental Provider or Ranges First National Real Estate has the right to enter the Premises:

- To carry out duties specified in this Agreement, or the Act or any other legislation or law;
- To value the Premises or any property of which the Premises form part, provided that at least 7 days' written notice has been given to the Renter;
- At any time between 8am and 6pm on any day (except a public holiday), for the purposes of showing prospective buyers or financial lenders through the Premises, provided that at least 48 hours' written notice has been given to the Renter;
- At any time between 8am and 6pm on any day (except a public holiday), for the purposes of showing prospective new renters through the Premises provided that at least 48 hours' written notice has been given to the Renter (and provided that such entry occurs in the period that is within 21 days before the termination date specified in the notice to vacate or notice of intention to vacate and otherwise subject to the requirements of the Act);
- To verify a reasonable belief that the Renter or any occupier may not have met any duties as a Renter of the Premises, provided that at least 24 hours' written notice has been given to the Renter;
- To make one general inspection provided that entry for that purpose has not been made within the last 6 months, and provided further that at least 7 days' written notice has been given to the Renter.

#### **69. Assignment and Sub-Letting**

If during the term of the tenancy the people in occupation of the Premises change -

The Renter must as soon as practicable notify the Rental Provider or Ranges First National Real Estate in writing and comply with clause 27 in Part D of this Agreement.

The Renter acknowledges that the Renter will be required to reimburse the Rental Provider 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 Rental Provider's appointment of Ranges First National Real Estate as agent to manage the Premises.

**70. Rental Provider Notice**

If the Rental Provider requires possession of the Premises when the tenancy ends, the Rental Provider will give the Renter the notice required by and in the manner prescribed by the Act.

**71. Renter Notice**

If the Renter wishes to vacate the Premises at the expiration of this Agreement the Renter must give the Rental Provider written notice of the intention of the Renter to vacate at least 28 days prior to the expiration of this Agreement.

**72. Periodic Tenancy**

If the Renter 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 Renter must give written notice of the intention of the Renter to vacate the Premises specifying a termination date that is not earlier than 28 days after the day on which the Renter gives written notice.

**73. Rental Provider Expenses**

If the Renter decides to vacate the Premises during the term of this Agreement for whatever reason, the Renter shall be responsible for reimbursing to the Rental Provider or Ranges First National Real Estate the following costs:

1. A pro rata letting fee;
2. Marketing costs as incurred by Ranges First National Real Estate;
3. National tenancy database checks on each applicant or as required;
4. The continued payment of Rental until the first to occur of the Premises being relet or the current term of this Agreement expiring;
5. If the Premises are relet at a lower Rental, the Renter must pay to the Rental Provider any difference or shortfall as required for the unexpired portion of the term of this agreement subject to legal requirements.

**74. Return Keys**

The Renter acknowledges that it is the responsibility of the Renter on the termination of this Agreement to deliver all keys and any auto remote controls for the Premises to Ranges First National Real Estate during business hours and to continue paying Rental until such time as all keys and auto remote controls are delivered.

**75. No Set-Off**

The Renter acknowledges that pursuant to the Act, the Renter cannot refuse to pay Rental on the grounds that the Renter intends to regard any part of the Bond as rent paid by the Renter. The Renter acknowledges that failure to comply with the Act may render the Renter liable to a penalty.

**76. Remove Personal Property**

The Renter shall be responsible for the removal of any furniture, fitting, personal property, motorcycle, 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 subject only to fair wear and tear.

**77. Window Cleaning**

If required in order to return the Premises to the state evidenced in the condition report or if otherwise required due to the size, location or inaccessibility of the windows at the Premises, the Renter agrees to have all windows at the Premises cleaned (both internally and externally) in a professional manner at the Renter's own cost immediately prior to vacating the Premises and taking into account fair wear and tear.

**78. Carpet Cleaning**

If required in order to return the Premises to the state evidenced in the condition report, the Renter 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 Rental Provider) by a reputable carpet cleaning contractor at the Renter's own cost 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 and taking into account fair wear and tear.

#### **79. Definitions and Interpretation**

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 including any subordinate regulations and Schedule means the schedule to this Agreement and Agreement means this document incorporating the Schedule and all attachments to this document.

#### **80. Electronic Notices**

The Renter acknowledges that the Renter is entering into a binding Agreement if this Agreement is signed utilising an electronic signature. Unless indicated to the contrary in the Item 9 of Part B of this Agreement, the Renter consents to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000. The Rental Provider 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 Renter 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 Rental Provider shall not infer consent to the electronic service from the receipt or response to emails or other electronic communications.

#### **81. Change of Electronic Address**

The Rental Provider and the Renter must give immediate written notice to the Other Party and Ranges First National Real Estate if the email address for the electronic service of Notices or other documents is changed or any other contact details are changed.

#### **82. Withdraw Consent**

The Renter may withdraw consent to the electronic service of notices or other documents by giving written notice to the Rental Provider or Ranges First National Real Estate but such notice shall only become effective on receipt by the Rental Provider or Ranges First National Real Estate.

#### **83. Furnishings**

If the Premises are let fully furnished or semi-furnished the Renter 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 Renter further acknowledges that all such items are in good condition as at the date of this Agreement unless specifically noted to the contrary.

#### **84. Care for Furnishings**

The Renter 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 Rental Provider at the end of the tenancy in the same condition as at the Commencement Date (fair wear and tear excepted). The Renter must follow any care or manufacturer's instruction manuals provided to properly care for any such furniture fittings and chattels leased with the Premises.

#### **85. Repair/Replacement of Furnishings**

At the end of the tenancy, the Renter 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).

#### **86. Cost of Repairs/Replacements**

The Renter acknowledges that the Renter may be liable for any repairs or maintenance costs to any furniture fittings and chattels leased with the Premises if the Renter 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.

#### **87. Owners Corporation**

A copy of the rules of any Owner's Corporation affecting the Premises are attached to this Agreement. The Renter must comply with the rules of the owner's corporation or any amending/superseding rules, a copy of which are provided to the Renter. The Renter 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 Rental Provider.

## 1. Pet Clause

The Rental Provider(s) agree to the Renter(s) keeping on the rental premises 2x cats providing the following conditions are fulfilled:

- The animal is to be registered with the local council in accordance to the appropriate local laws;
- The animal causes no disturbance to the occupants of neighbouring properties;
- The Renter(s) agrees to repair any and all damaged caused by the animal to the rental premises including the grounds and associated vegetation;
- The Renter(s) agrees to complete a flea fumigation of the property at the termination of the tenancy at the Renter's cost, utilising an appropriate professional contractor at the discretion of the Managing Agent and/or Rental Provider(s). Written evidence of same, must be supplied to the Managing Agent upon request.

This clause is to be read in conjunction with Clause 26 within the Residential Rental Agreement. Failure to adhere to the above conditions will result in permission being withdrawn for the animal to be kept on the rental premises by the Rental Provider(s).

### Renter Acknowledgement

1. Crystal Foxall viewed and acknowledged at Tue, 30/05/2023 15:33 from device: Android 13 Samsung SM-S908E Samsung Internet 21.0

## 2. Special Conditions with 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 renter'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 rental provider. If a new renter wishes to move in or replace an existing renter, an application must be submitted and this must be approved by the rental provider, in the form of an approved application, prior to moving in.

#### PAYING RENT

It is the renter'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 renter, that is deemed to be user fault or no repair required, will be at the renter'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 Renter'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 renters 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 renter/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 Renter 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 renters responsibility to maintain the gardens and lawns of a rented premises. In the event the gardens and lawns are not being maintained by the renter, the owner will have the option to employ a gardener at the renters 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 renter/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.

## AGREEMENT TERMINATION

Renter/s are required to supply, in writing, to the agent any intention to vacate the premises. If the renter/s is currently on a fixed term rental 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 renter/s are currently on a periodic rental agreement, they may give 28 days written notice to the agent, at any time throughout the tenancy.

## BREAKING THE AGREEMENT

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

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

## KEYS

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

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

## BOND

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

## PETS

The renter/s are permitted to have a pet at the premises, as per special conditions. **Any request to have additional pets at the premises must be submitted in writing by the renter/s on the prescribed Consumer Affairs form and approved by the rental provider/s.**

## INSURANCE

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

## CONDITION REPORT

The Renter acknowledges that the Condition Report provided at the commencement of the tenancy must be signed and returned to the Agent within 5 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

### Renter Acknowledgement

1. Crystal Foxall viewed and acknowledged at Tue, 30/05/2023 15:34 from device: Android 13 Samsung SM-S908E Samsung Internet 21.0

## 3. Cat Clause

In regard to the leasing of the property, the rental provider(s) agree to the Renter(s) of the rental premises hereby agrees to the renters request to keep two cats on the premises as per application, providing the following conditions are fulfilled:

- The animal is to be registered with the local council in accordance to the appropriate local laws and that they must abide by council cat curfew regulations as stipulated below
- The animal causes no disturbance to the occupants of neighbouring properties;
- The Renter(s) agrees to repair any and all damaged caused by the animal to the rental premises including the grounds and associated vegetation;

- The Renter(s) agrees to complete a flea fumigation of the property at the termination of the tenancy at the Renter's cost, utilising an appropriate professional contractor at the discretion of the Managing Agent and/or Rental Provider(s). Written evidence of same, must be supplied to the Managing Agent upon request.

This clause is to be read in conjunction with Clause 26 within the Residential Rental Agreement. Failure to adhere to the above conditions will result in permission being withdrawn for the animal to be kept on the rental premises by the Rental Provider(s).

### **Cat Curfew**

**Cats are required to be kept within their owners' property boundaries at all times, following the introduction of a 24-hour cat curfew. They are free to be in the front or back yard, or inside a cat enclosure.**

**Not letting cats roam outside the property boundary - along with regular vaccinations, a healthy diet and good companionship - is key to ensuring a long and healthy life for your cat.**

#### **Renter Acknowledgement**

1. Crystal Foxall viewed and acknowledged at Tue, 30/05/2023 15:35 from device: Android 13 Samsung SM-S908E Samsung Internet 21.0

## Property Disclosures

This section contains important disclosures from your Rental Provider about the rented premises:

### Embedded Electricity Network

Is the electricity supplied to the property from an embedded electricity network?  
(An embedded electricity network is a privately owned and managed electricity network that may often supply all premises within a specific area or building and connect to the national electric grid through a parent connection point.)  
If electricity is supplied to the premises via an embedded electricity network, you must provide further information below about the network operator as it is required to be provided to the Renter.  
Please provide the trading name, ABN and contact details (including phone number and website) of any embedded electricity network provider that is applicable to this property.

Yes  No

Comments

-

### Intention to Sell

Has an agent been engaged to sell the property, a contract of sale prepared or an ongoing proposal to sell the property?  
If yes, please provide details below.

Yes  No

Comments

-

### Homicide

Are the premises or common property known to have been the location of a homicide in the last 5 years?

Yes  No

Comments

-

### Drug Contamination

Are the premises known to be contaminated because of prior use of the premises for the trafficking or cultivation of a drug of dependence in the last 5 years?

Yes  No

Comments

-



## Mould or Dampness

In the last 3 years, has the premises been subject to a repair notice relating to mould or damp in the premises caused by or related to the building structure?

Yes  No

Comments

-

## Safety Checks

Has the premises had the required gas safety check, electrical safety check and pool barrier compliance check (if applicable) carried out?  
If they have been carried out, please provide the dates of the latest applicable checks below.

Yes  No

Comments

*Electrical - 15.09.2022 Gas - 11.11.2022*

## Safety Check Recommendations

Are there any outstanding recommendations for work to be completed at the premises from a gas safety check and electrical safety check?

Yes  No

Comments

-

## Asbestos

Are the premises known to have friable or non-friable asbestos based on an inspection by a suitably qualified person?

Yes  No

Comments

-

## Building/Planning Permit

Are the premises known to be affected by a building or planning application that has been lodged with the relevant authority?

Yes  No

Comments

-

## Building Work Dispute

Is there a current domestic building work dispute under the Domestic Building Contracts Act 1995 which applies to or affects the premises?

Yes  No

Comments

-

## OC Dispute

Is there a current dispute under Part 10 of the Owners Corporations Act 2006 which applies to or affects the premises?

Yes  No

Comments

-

## Building Defects/Safety Concerns

Are the premises or common property the subject of any notice, order, declaration, report or recommendation issued by a relevant building surveyor, municipal building surveyor, public authority or government department relating to any building defects or safety concerns associated with the rented premises or common property at the time of disclosure?  
If yes, please provide further details and a description of the notice, order, declaration, report or recommendation below.

Yes  No

Comments

-

## Heritage Register

Are the premises considered a registered place?  
Registered Place meaning, a place included in the Heritage Register within the meaning of section 3(1) of the Heritage Act 2017.

Yes  No

Comments

-

## Minimum Standards

Do the premises comply with the rental minimum standards?  
The rental minimum standards are new regulations that came into effect on the 29th March 2021 and all rented premises must comply with important requirements relating to amenity, safety and privacy. Rental providers have a duty to ensure their property meets these standards.  
Information on the specific requirements of the minimum standards can be found on the Consumer Affairs website (<https://www.consumer.vic.gov.au/housing/renting/changes-to-renting-laws/resources-for-practitioners/fact-sheet-26-rental-minimum-standards>).  
If the premises does not meet any of the requirements, please provide details below.

Yes  No

Comments

-

## Right To Let the Premises

Are you the owner of the property?  
If you are not, please advise the specifics of your rights to let the property on the owners behalf.

Yes  No

Comments

-

## Mortgagee Possession

Has a mortgagee commenced a proceeding to enforce a mortgage over the property or taking action for possession of the property?

Yes  No

Comments

-

## Gutter Cleaning

Allow Agents to offer gutter cleaning services. We highly recommend gutter cleaning every six months.

Yes  No

Comments

-

## NBN

Is NBN supplied to the property with a NBN box supplied and advise location?

If the premises has NBN provisions, you must provide further information below, to be provided to the renter as per legislation.

Yes  No

Comments

-

### Renter Acknowledgement

1. Crystal Foxall viewed and acknowledged at Tue, 30/05/2023 15:36 from device: Android 13 Samsung SM-S908E Samsung Internet 21.0

## Privacy Collection Notice

(Gas, Electricity, Water, Phone), Employers, etc.

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: 97546111

### 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 **Rental Provider**
- The **Rental Provider's** lawyers
- The **Rental Provider'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, **Rental Providers** and Valuers

### Secondary Purpose

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

- Enable us, or the **Rental Provider'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

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; 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 **Rental Provider** and the **Renter** 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.

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## Signatures

This agreement is made under the Act.

Before signing you must read **Part D – Rights and obligations** of this form.

### Rental Provider's Agent

Rental Provider's Agent : **Krystelle Rush** on behalf of **Paul Poutney and Sesilia Poutney** (Rental Provider)



*Signed at Tue, 30/05/2023 15:25 , from device: Windows 10 Other Chrome 113.0.0*

### Renter(s)

Renter : **Crystal Foxall**



*Signed at Tue, 30/05/2023 15:36 , from device: Android 13 Samsung SM-S908E Samsung Internet 21.0*

## AUDIT TRAIL

### Krystelle Rush (Rental Provider's Agent)

Tue, 30/05/2023 15:25 - Krystelle Rush stamped saved signature the Residential Rental Agreement

Tue, 30/05/2023 15:25 - Krystelle Rush submitted the Residential Rental Agreement

### Crystal Foxall (Renter)

Tue, 30/05/2023 15:28 - Crystal Foxall clicked 'start' button to view the Residential Rental Agreement (*Android 13 Samsung SM-S908E Samsung Internet 21.0, IP: 14.200.185.36*)

Tue, 30/05/2023 15:36 - Crystal Foxall signed the Residential Rental Agreement (*Android 13 Samsung SM-S908E Samsung Internet 21.0, IP: 14.200.185.36*)

Tue, 30/05/2023 15:36 - Crystal Foxall submitted the Residential Rental Agreement (*Android 13 Samsung SM-S908E Samsung Internet 21.0, IP: 14.200.185.36*)

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**AGREEMENT END**

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# OWNERS CORPORATION CERTIFICATE

s.151(4)(a) Owners Corporation Act 2006 and r.11 Owners Corporations Regulations 2007

Owners Corporation No **1393**

Address **99 McCrae Street, DANDENONG VIC 3175**

This certificate is issued for Lot **11** on Plan of Subdivision No **1393**

Postal address is BDeL Body Corporate Management South East Pty Ltd  
21/136 Keys Rd  
CHELTENHAM VIC 3192

Applicant for the certificate is: Kylie – Core Conveyancing

Address for delivery of certificate: kylie@corecv.com.au

Date that the application was received: 15/04/2024

## IMPORTANT:

The information in this certificate is issued on **17 April 2024**.

You can inspect the owners corporations register for additional information and you should obtain a new certificate for current information prior to settlement.

- (a) The current six-monthly fees for the lot are \$1,092.00 payable six-monthly.
- (b) The date up to which the fees for the lot have been paid is 30 Jun 2024.
- (c) The total of any unpaid fees or charges for the lot is:

### *Administrative Fund*

Amount owing	\$0.00
Interest owing	\$0.00
Total amount owing	\$0.00

### *Maintenance Fund*

Amount owing	\$0.00
Interest owing	\$0.00
Total amount owing	\$0.00

Note: Settlement Fees can be paid using the following details:

Biller Code: 96503

EFT Reference Number: 244439741 25233

(d) The special fees or levies which have been struck, the dates on which they were struck and the dates they are payable are:

None

(e) Are there any repairs, maintenance or other work which has been, or is about to be, performed which may incur additional charges to those set out in (a) to (d) above?

If so, then provide details:

Please refer to previous AGM minutes for any potential levies.

(f) The owners corporation has the following insurance cover:

Policy No. HU000610967 CHU Underwriting  
6

Type: Strata Broker: Consolidated Insurance Agencies  
332 South Road, HAMPTON VIC 3188

Premium: \$19,566.00	Paid on: 18/07/2023	Policy start date: 02/08/2018	Next due: 02/08/2024
<i>Cover</i>	<i>Sum insured</i>	<i>Excess</i>	<i>Notes</i>
BUILDING	\$7,073,010.00	\$2,000.00	All Claims
LOSS OF RENT & TEMP ACCOM	\$1,060,952.00	\$2,000.00	
LEGAL LIABILITY	\$20,000,000.00	\$2,000.00	
VOLUNTARY WORKERS	\$200,000.00	\$2,000.00	\$2,000.00 Per Week
FIDELITY GUARANTEE	\$100,000.00	\$2,000.00	
GOVT AUDIT COSTS	\$25,000.00	\$2,000.00	
APPEAL EXPENSES	\$100,000.00	\$2,000.00	
LOT OWNER FIXT & IMPROV	\$300,000.00	\$2,000.00	PER LOT
LEGAL DEFENCE EXPENSES	\$50,000.00	\$2,000.00	

The Buildings covered by the Policy are situated at: **99 McCrae Street, DANDENONG VIC 3175**

(g) Has the owners corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so then provide the date of that resolution: NO

(h) The total funds held by the owners corporation are set out in the Financial Statement attached to this Certificate.

(i) Are there any liabilities of the owners corporation that are not covered by annual fees, special levies and repairs and maintenance as set out in (a) to (e) above?

If so, then provide details: NIL

(j) Are there any current contracts, leases, licences or agreements affecting the common property?

If so, then provide details: NIL

(k) Are there any current agreements to provide services to lot owners, occupiers or the public?

If so, then provide details: NIL

(l) Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied?

If so, then provide details:

There are no notices or orders as at 17 April 2024.

(m) Are there any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings?

If so, then provide details: NIL

(n) Has the owners corporation appointed, or resolved to appoint, a manager?

If so, then provide details:

The manager is Bdel Body Corporate Management South East  
Unit 21 / 136 Keys Rd  
CHELTENHAM VIC 3192

Telephone: 03 8673 5198

(o) Has an administrator been appointed for the owners corporation, or has there been a proposal for the appointment of an administrator?

No administrator is appointed.

(p) Documents required to be attached to the owners corporation certificate are:



- A copy of the latest financial statements
- A copy of the minute of the last annual general meeting of the owners corporation
- A copy of the consolidated rules registered at Land Victoria
- A copy of Schedule 3 of the Owners Corporations Regulations 2007 entitled  
*"Statement of Advice and Information for Prospective Purchasers and Lot Owners"*

**NOTE:**

More information on prescribed matters may be obtained from an inspection of the owners corporation register by making written application to the Agent at the address listed below.

Date: 17 April 2024

This owners corporation certificate was prepared by:



.....(signature)

Cindy Bonwick  
Bdel Body Corporate Management South East  
Unit 21 / 136 Keys Rd  
CHELTENHAM VIC 3192

info@bdel.com.au

**What is an Owners Corporation?**

The lot you are considering buying is part of an Owners Corporation. Whenever a plan of subdivision creates common property, an Owners Corporation is responsible for managing the common property. A purchaser of a lot that is part of an Owners Corporation automatically becomes a member of the Owners Corporation when the transfer of that lot to the purchaser has been registered with Land Victoria.

If you buy into an Owners Corporation, you will be purchasing not only the individual property, but also ownership of, and the right to use, the common property as set out in the plan of subdivision. This common property may include driveways, stairs, paths, passages, lifts, lobbies, common garden areas and other facilities set up for use by owners and Occupiers. In order to identify the boundary between the individual lot you are purchasing (for which the owner is solely responsible) and the common property (for which all members of the Owners Corporation are responsible), you should closely inspect the plan of subdivision.

**How are decisions made by an Owners Corporation?**

As an owner, you will be required to make financial contributions to the Owners Corporation, in particular for the repair, maintenance and management of the common property. Decisions as to the management of this common property will be the subject of collective decision making. Decisions as to these financial contributions, which may involve significant expenditure, will be decided by a vote.

**Owners Corporation rules**

The Owners Corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, Occupiers or guests and grievance procedures.

You should look at the Owners Corporation rules to consider any restrictions imposed by the rules.

**Lot entitlement and lot liability**

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of Owners Corporation expenses that each Lot Owner is required to pay.

Lot entitlement is an owner's share of ownership of the common property, which determines voting rights.

You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

**Further information**

If you are interested in finding out more about living in an Owners Corporation, you can contact Consumer Affairs Victoria. If you require further information about the particular Owners Corporation you are buying into you can inspect that Owners Corporation's information register.

**Management of an Owners Corporation**

An Owners Corporation may be self-managed by the Lot Owners or professionally managed by an Owners Corporation Manager. If an Owners Corporation chooses to appoint a professional manager, it must be a Manager registered with the Business Licensing Authority (BLA).

**IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE OWNERS CORPORATION OR THE DOCUMENTS YOU HAVE RECEIVED FROM THE OWNERS CORPORATION, YOU SHOULD SEEK EXPERT ADVICE.**



## Balance Sheet

### As at 31/03/2024

The Owners of OC--1393

99 McCrae Street, DANDENONG VIC 3175

Current period

**Owners' funds**

**Administrative Fund**

Operating Surplus/Deficit--Admin	2,763.20
Owners Equity--Admin	29,153.78
	31,916.98

**Maintenance Fund**

Operating Surplus/Deficit--Sinking	2,043.43
Owners Equity--Sinking	16,652.57
	18,696.00

**Net owners' funds**

**\$50,612.98**

**Represented by:**

**Assets**

**Administrative Fund**

Cash at Bank--Admin	28,626.97
Receivable--Levies--Admin	2,946.10
Receivable--Owners--Admin	325.76
	31,898.83

**Maintenance Fund**

Cash at Bank--Sinking	18,512.58
Receivable--Levies--Sinking	183.42
	18,696.00

**Unallocated Money**

0.00

*Total assets*

50,594.83

**Less liabilities**

**Administrative Fund**

Creditor--GST--Collected	(18.15)
	(18.15)

**Maintenance Fund**

0.00

**Unallocated Money**

0.00

*Total liabilities*

(18.15)

**Net assets**

**\$50,612.98**

## Minutes of the Annual General Meeting

Owners Corporation 1393  
99 McCrae Street, DANDENONG VIC 3175

### Meeting Details

**Date: Tuesday, 29 August 2023**

**Address: Zoom**

**Meeting Commenced: 11:00 AM**

### REGISTRATION OF ATTENDANCE

BDeL Representative - Cindy Bonwick

Lot #	Unit #	Attendance	Owner Name Representative
6	6	Yes	Ho, David & Lilian
3	3	Yes	Pardes, Walya
12	12	Yes	F & S Siemensma

#### 1 Quorum

A quorum could not be declared at the meeting hence all resolutions passed will be interim decisions only as prescribed by the Owners Corporation Act 2006, Section 78 (1).

The Owners Corporation Act 2006 stipulates:

Section 78. Can a general meeting proceed even without a quorum?

(1) Subject to sub-section (4). If there is not a quorum, the general meeting may proceed but all resolutions are interim resolutions.

(2) Notice of all interim resolutions and the minutes of the meeting at which the interim resolution is made must be forwarded to all lot owners within 14 days of the meeting.

(3) The minutes must be accompanied by a notice setting out the effect of sub-section (4).

(4) Interim resolutions become resolutions of the Owners Corporation -

(a) subject to paragraphs (b) and (c), 29 days from the date of the interim resolution; or (b) if notice of a special general meeting is given within that 29 day period and the meeting is held within 28 days after the notice is given, only if confirmed at that meeting; or (c) if notice of a special general meeting is given within that 29 day period and the meeting is not held within 28 days after the notice is given, at the end of that 28 day period.

(5) An interim resolution cannot be made under this section in respect of a matter requiring a unanimous resolution or a special resolution.

Note: The effect of sub-section (4) is that the interim resolution cannot be acted on for 29 days after it is made but if notice of a special general meeting is given within that 29 day period, the interim resolution cannot be acted on until the resolution is confirmed at that meeting (which must be held within 28 days after the notice is given) or if the meeting is not held, until the end of that 28 day period.

#### 2 Appointment of Chairperson of the Meeting

Resolved - Cindy Bonwick appointed to chair the meeting.

#### 3 Adoption of Previous Minutes

Resolved - The Minutes of the previous AGM were confirmed as a true and correct record of the meeting.

#### 4 Reports To Be Tabled/Obtained

4.1: Resolved - Accept reports as tabled.

4.2: Resolved - A Maintenance Plan, OH&S Audit, Registered Valuation for Insurance purposes and Asbestos Inspection and Management Plan are not required.

## 5 Financial Reports, Budget & Levies

5.1: Resolved - The Financial Reports provided with the Notice of Meeting dated 30/06/2023 be accepted as tabled and adopted.

5.2: Resolved - The proposed Administration and/or Budget provided with the Notice of Meeting be accepted and adopted.

## 6 Insurance

6.1: Resolved - The Owners Corporation Manager upon renewal are to obtain additional quotes at the recommended level from either an Insurance Broker or an Insurer direct and place the Insurance with the most competitive policy.

6.2: Resolved - If the Owners Corporation or a member of the Owners Corporation makes or could make an attributable insurance claim against the Owners Corporation's Insurance Policy for any wilful, accidental or culpable damage caused by an act of another member(owner, occupier or guest) then the insurance excess or potential excess incurred will be on-charged to the lot owner of the property that caused the damage. NB - If the damage, cost or claim is under the nominated excess then the lot owner would be responsible for the full cost.

6.3: Resolved - The Owners Corporation Manager is authorised to raise a levy if there is a shortfall and therefore insufficient funds available to meet the insurance premium when it falls due.

## 7 Penalty Interest & Debt Recovery

7.1: Resolved - The Owners Corporation will charge interest to the lot owner at the maximum rate payable under Section 2 of the Penalty Interest Rate Act 1983(VIC) on any monies that remain outstanding 28 days from the due date. Such interest is to apply from the due date unless the Owners Corporation Committee elect to waive the payment of interest.

7.2: Resolved - That the Manager is to manage the issuing of arrears notices, reminder notices and/or letters to seek recovery of levy contributions and the recovery of other debts including, invoices penalty interest and legal costs. The Manager can arrange on behalf of the Owners Corporation for the issuing of proceedings at VCAT or a competent court of jurisdiction for the collection of any outstanding debt.

All costs, charges and expenses incurred by the Owners Corporation in the recovery of any debt owing to the Owners Corporation will be charged back to the lot owner owing the debt.

*Note - Under S.135 of the OC Act, a lot owner who does not occupy the lot or who will be absent from the lot for more than 3 months must advise the OC of a mailing address for service of notices and any changes to it as soon as possible.*

## 8 Committee Elections

8.1: Resolved - The following members will form the Committee - F Siemensma, D Ho, W Pardes were elected as committee, the committee immediately resolved to rescind duties to management. F Siemensma to act as point of contact and guidance for the Owners Corporation.

8.2: Resolved - The Committee of the Owners Corporation will serve as the Grievance Committee.

*It is noted that the committee is delegated all of the powers and functions that may be delegated under Section 11 of the Owners Corporation Act 2006, except for the powers and functions that require a unanimous or special resolution, or the power to delegate or the powers delegated to the Manager.*

## 9 Appointment/Confirmation of OC Manager

Resolved - Management to obtain further report/quote on injection of foundations at front of building due to cracking noted in some units. Report to be provided to F Siemensma for review.

Meeting Closed: 11:56am

## 10 General Business

### Additional Information:

**Financial Service Reform Act** - BDeL Body Corporate Management South East Pty Ltd, is an authorised representative of CHU Underwriting Agencies Pty Ltd, an agent of QBE Insurance (Australia) Ltd & QBE Workers Compensation (NSW) Ltd, Whitbread Insurance Brokers, Body Corporate Brokers Pty Ltd, Honan Insurance Group Pty Ltd and Consolidated Insurance Agencies Pty Ltd. Any information given on insurance is general advice and not personal advice, should you require any additional insurance information you should contact the insurer directly.

BDeL Body Corporate Management is an authorised insurance distributor of Strata Community Insurance Agencies Pty Ltd and Insurance Australia Limited trading as WFI.

**Standing Order** - is a direction to renew the insurance with the same policy benefits and increase the limits of cover for insurance to reflect inflation in line with the index used by the insurer. This is not an indication as to the replacement value of the property.

**Insurance Valuation** - under the Owners Corporation Act 2006 Section 65, the Owners Corporation is required to obtain a valuation every 5 years or earlier

**Insurance Commission** - We confirm that BDeL may receive a commission for insurance up to 20% of the base premium as a charge relating to the referral of business and assistance in the management of insurance claims.

**Contents Insurance** - Owners are advised the Owners Corporation Insurance does not cover contents such as carpet, window coverings, lights fittings, or any other personal items or legal liability and may not cover floating floorboards within an owner's title - owners should consider carrying their own insurance for these items.

**Smoke Alarms** - Owners are advised it is law to have a working smoke alarms/detector to all properties. Owners must ensure that they have these fitted. Insurance cover may be voided in the event that there is not a working smoke alarms/detectors fitted.

**Occupational Health & Safety** - members of the Owners Corporation are reminded the Owners Corporation has obligations under the Occupational Health and Safety Act 2004 to ensure the property is safe for anyone entering the property. All common property is deemed to be a workplace and must comply fully with the requirements of the Act & any revision or Code of Practice. The Owners Corporation must ensure that the Common Property is free from hazards to health and safety for contractors, employees, volunteers and self-employed person coming onto the property. Owners are reminded that they share a "Duty of Care" to inspect the common property on a regular basis and report any potential hazards to Management for attention.

**Notice of planning and building applications and plans of subdivision** - A lot owner must give notice to the owners corporation of any application by the lot owner for a building permit or planning permit or the certification of a plan of subdivision affecting the lot.

**Advice to occupiers regarding Rules** - A lot owner who does not occupy his or her lot must give the occupier of the lot - (a) copy of the rules of the owners corporation at the commencement of occupation; and (b) copy of the consolidated rules of the owners corporation as soon as possible after it is lodged with the Registrar.

**Web Portal** - Owners have access to a BDeL online portal which provides real time information on their own account and relevant owners corporation information such as Insurance etc. Please contact BDeL for your own personal login details.

# **Model rules for an owners corporation**

## **1. Health, safety and security**

### **1.1 Health, safety and security of lot owners, occupiers of lots and others**

A lot owner or occupier must not use the lot, or permit it to be used, so as to cause a hazard to the health, safety and security of an owner, occupier, or user of another lot.

### **1.2 Storage of flammable liquids and other dangerous substances and materials**

(1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.

(2) This rule does not apply to—

(a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or

(b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

### **1.3 Waste disposal**

An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots.

### **1.4 Smoke penetration**

A lot owner or occupier in a multi-level development must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

### **1.5 Fire safety information**

A lot owner must ensure that any occupier of the lot owner's lot is provided with a copy of fire safety advice and any emergency preparedness plan that exists in relation to the lot prior to the occupier commencing occupation of the lot.

## **2. Committees and sub-committees**

### **2.1 Functions, powers and reporting of committees and sub-committees**

A committee may appoint members to a sub committee without reference to the owners corporation.

### **3. Management and administration**

#### **3.1 Metering of services and apportionment of costs of services**

- (1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.
- (2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.
- (3) Subrule (2) does not apply if the concession or rebate—
  - (a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
  - (b) is paid directly to the lot owner or occupier as a refund.

### **4. Use of common property**

#### **4.1 Use of common property**

- (1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
- (2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.
- (3) An approval under subrule (2) may state a period for which the approval is granted.
- (4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
- (5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
- (6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.
- (7) The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

#### **4.2 Vehicles and parking on common property**

An owner or occupier of a lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle—

- (a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
- (b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or
- (c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.



### **4.3 Damage to common property**

- (1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
- (2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
- (3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.
- (4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
- (5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

## **5. Lots**

### **5.1 Change of use of lots**

An owner or occupier of a lot must give written notification to the owners corporation if the owner or occupier changes the existing use of the lot in a way that will affect the insurance premiums for the owners corporation.

#### **Example**

If the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes.

### **5.2 External appearance of lots**

- (1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
- (2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.
- (3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.
- (4) The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.
- (5) The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

### **5.3 Requiring notice to the owners corporation of renovations to lots**

An owner or occupier of a lot must notify the owners corporation when undertaking any renovations or other works that may affect the common property and/or other lot owners' or occupiers' enjoyment of the common property.

## **6. Behaviour of persons**

### **6.1 Behaviour of owners, occupiers and invitees on common property**

An owner or occupier of a lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.

### **6.2 Noise and other nuisance control**

- (1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.
- (2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

## **7. Dispute resolution**

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.
  - (5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.
- (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
  - (6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.
  - (6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the *Owners Corporations Act 2006*.
- (8) This process is separate from and does not limit any further action under Part 10 of the *Owners Corporations Act 2006*.

# 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](#) ([consumer.vic.gov.au/duediligencechecklist](http://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.