



PROPERTY MANAGEMENT SERVICES

PHONE: (08) 9259 0888

FAX: (08) 9259 0800

EMAIL: PM2@VARGAREALTY.COM.AU

WEB: WWW.VARGAREALTY.COM.AU

ADVERTISING & LEASING

We have implemented marketing plans to ensure your property is leased promptly & to a great tenant.

Our average days on market are half that of the Perth average!

Speak to Ashley about how we minimise vacancy days & achieve top price.

HOME OPENS & ENQUIRIES

Using the latest technology, Inspect Real Estate, we are able to provide prospective tenants with multiple time options, show them through the property & provide feedback to our owners on the spot as well as ensure applying is a simple process for our tenants. *Ask for a demo!*

TENANT DATABASE

Almost 300 tenants are on our database waiting for their next home. As soon as your property is listed with us, we will ensure they are the first to hear about.

Being a trusted name in the area has built confidence in our tenant market.

TENANT APPLICATIONS

Applications submitted become top priority & will be processed ASAP. All information will be summarised & sent to you to read over. We will provide our professional recommendation on the applicant & negotiate with the tenant where required.

ROUTINE INSPECTIONS

The first inspection will be conducted 6 weeks into the lease agreement & every 3 months after that. Owners are more than welcome to attend these with us. *And yes! We will breach a tenant if they are required to rectify an issue.*

PROPERTY CONDITION REPORTS

Prior to the tenant moving in we do a property condition report (PCR). This is a thorough report on the condition of your property & will be used to compare the condition come the end of the lease.

You will also receive a copy!

OVERDUE RENT & ACCOUNTS

We have a zero tolerance policy for our tenants due rent & accounts – *and it works! With less than 4% of our properties in arrears at any given time, our strategies achieve results.* Speak to us further about how we do this.

GENERAL MAINTENANCE

Any maintenance required on your property while vacant or tenanted can be handled by your Property Manager from start to finish. *We have a reliable list of trades that ensure prices are kept low for our clients.* Ask your Property Manager for multiple quotes & photos of the completed job – they are more than happy to provide these.

URGENT REPAIRS

Urgent repairs relate to essential services, e.g. water & electricity. Your Property Manager will always try to get in contact with you first however, on the odd occasion they may be required to arrange trades quickly. *The cheapest option & if possible, an interim fix, will always be first port of call until the owners approval for more is given.*

OUR TEAM

When your property is managed by Varga Realty, you receive a whole team rather than just one Property Manager. *Although one person will be your main contact, there is a lot of 'behind the scenes' work put in by the whole team.* This ensures all of our owners are continually receiving top level service.

LANDLORD INSURANCE

You have a property manager so you don't need landlord insurance, right? WRONG!

This will cover you for the circumstances out of our control such as sudden death or illness. See the EBM Insurance information in this pack.

AGENT VS PRIVATE

We are qualified, trained, & educated yearly.

Let us be the middle man – *Firm but Fair.*

We have access to a multitude of services/technology private where private owners do not. We hold your records so you don't have to.

Don't be a victim to the tenant

Varga Realty Property Management

Varga Realty is a family owned & run agency dedicated to providing all clients with a reliable & professional service.

Nik Varga & Nikki Varga have a combined 51 years of experience in the Real Estate Industry. They have built up a strong team of Property Managers and still maintain a hands on approach to this sector of the business.

We pride ourselves on our attention to detail & flexibility with our clients – as we are an independent company we provide a boutique style service to our customers that sees them grow their investment portfolio with confidence.

Our goal is to develop long lasting relationships with our clients based on trust, integrity and quality service. We strive to maximise the returns and value of our owners' properties by negotiating the right price with quality tenants.



We are so confident you will be satisfied with our services that if you are not after the first 3 months, you will be released from the management without any additional cost to you

Tash Coyle

PROFILE



Tash has been working in the Real Estate industry for over 10 years and is known for her excellent customer service and ethical work standards. Nik and Nikki Varga are pleased to have her on the Varga Realty Team and consider her to be an asset to the company.

Having worked with Varga Realty for over 7 years, she has lovingly built the rent roll from the ground up. With years of experience she is now the team's Senior Property Manager & Trust Accountant. Providing guidance & assistance to the team & ensuring our clients are continually cared for.

9259 0888
rentals@vargarealty.com.au

Ashton Blake

PROFILE



Having started with Varga Realty in April 2015 as our administration assistant, Ashton has developed her knowledge & experience immensely in the Real Estate industry. She has developed a passion for Property Management and has now become a registered Property Manager.

An individual who is always willing to go the extra mile, Ashton strives to resolve issues quickly and to provide clients with straightforward advice, dependable communication and peace of mind.

0406 616 820
ashton.blake@vargarealty.com.au

Amanda Loud

PROFILE



Amanda has been working in the Property Management industry since 2013 and has worked in all aspects of Property Management from assisting to managing her own portfolio. Amanda prides herself with her time management; problem and situation analysis and resolution; working autonomously or as part of a team; identifying and prioritizing work to be completed; identifying strategies to be applied; implementing best practice procedures; health and safety workplace awareness and practical application; working effectively in an efficient manner; and of equal importance, a genuine interest, firmness and patience, skills of paramount importance, when working with a broad mix of personalities in a myriad of situations.

0437 480 333
pm@vargarealty.com.au

Ashley Fowler

PROFILE



Ashley, our Business Development Manager, will be your first point of contact when you decide to rent out your property. She will provide support to you and guide you through the ins and outs of what is required when leasing out your property as well as assessing the potential rental income. With the ever changing Real Estate market, Ashley also continually ensures our methods & strategies are achieving great results for our clients.

Ashley obtained her property management registration in January 2016 after deciding to pursue her long life passion of Property Management. Being a landlord herself, Ashley has a true understanding of the industry and strives for best results possible at all times. Ashley prides herself on efficiency and organisation skills. Ashley is a very hard worker and makes sure she sees everything through to the end.

0410 751 653
Pm2@vargarealty.com.au

FEES & CHARGES

All of the below fees will be deducted from the rental income as it comes into your property account. At the mid-month and end of month payments, less any other accounts from the month, you will be paid out the remainder of the funds held in the property account.

OPTION #1

Management Fee – 9.35% Inc. GST

This percentage is taken on each weeks' worth of rent once tenanted and covers the day-to-day managing of your property and tenant.

Advertising Fee - \$200 Inc. GST

Each time your property requires advertising for a new tenant this charge covers the advertising resources including the signboard, professional photography & the internet advert.

Leasing Fee - 2 x Weeks Rent Plus GST

This fee covers the time and resources required to obtain a new tenant for the property. Including, but not limited to, holding home opens & private viewings, processing applications, & preparation of all required documents for a new tenancy agreement.

Property Condition Report Fee

1 or 2 Bedroom -	\$120 Inc. GST
3 Bedroom -	\$150 Inc. GST
4 Bedroom -	\$200 Inc. GST
5+ Bedroom -	\$220 Inc. GST
Inventory -	\$50 Inc. GST (if applicable)

This report is a once off charge and will be updated as a tenant vacates and the new one begins a new agreement.

Routine Inspection Fee (Quarterly)

1 or 2 Bedroom -	\$40 Inc. GST
3 Bedroom -	\$50 Inc. GST
4 Bedroom -	\$60 Inc. GST
5+ Bedroom -	\$70 Inc. GST

The first inspection will be carried out 6 weeks after a tenant's start date and every 3 months thereafter to ensure the regular upkeep and maintenance of the property is done as required.

Final Inspection Fee - \$150 Inc. GST

The inspection carried out once a tenant vacates to ensure the property is returned in the condition it was leased in.

The original Property Condition Report will be updated and new photos taken ready for the next incoming tenant.

Lease Renewal Fee - \$100 Inc. GST

This fee is charged if the current Tenant agrees to another lease agreement after the current one has ended.

Summary Statement - \$25 Inc. GST (Annual & Optional)

This report can be supplied to assist you for tax purposes at the end of each financial year.

Certificate of Title - As per Landgate Charge (if applicable)

A copy of the Certificate of Title is required on file at all times with the current Lessors names matching those on the management authority. If you do not have a copy, one can be ordered for you.

ACN Search - As per ASIC Charge (if applicable)

A copy of the ACN is required on file at all times should the property be under a company name. If you do not have a copy, one can be ordered for you.

Court Lodgement - As per Magistrates Court Charge

If required to lodge to court to enforce a notice on a tenant, this charge will be applied to reimburse the Magistrates Court charge.

Court Attendance - \$75 Inc. GST per hour to a maximum of \$225.00 Inc. GST

Should we be required to attend court to enforce a notice on a tenant, this charge will be covered for the time and documentation required by your Property Manager.

OPTION #2

Management Fee – 14% Inc. GST

This percentage is taken on each weeks' worth of rent once a tenant secured and covers the day-to-day managing of your property and tenant.

Advertising Fee - \$200 Inc. GST

Each time your property requires advertising for a new tenant this charge covers the advertising resources including the signboard, professional photography & the internet advert.

Property Condition Report Fee

1 or 2 Bedroom -	\$120 Inc. GST
3 Bedroom -	\$150 Inc. GST
4 Bedroom -	\$200 Inc. GST
5+ Bedroom -	\$220 Inc. GST
Inventory -	\$50 Inc. GST (if applicable)

This report is a once off charge and will be updated as a Tenant vacates and the new one begins a new agreement.

Plus the following charges if applicable:**Certificate of Title - As per Landgate Charge**

A copy of the Certificate of Title is required on file at all times with the current Lessors names matching those on the management authority. If you do not have a copy, one can be ordered for you.

ACN Search - As per ASIC Charge

A copy of the ACN is required on file at all times should the property be under a company name. If you do not have a copy, one can be ordered for you.

Court Lodgement - As per Magistrates Court Charge

If required to lodge to court to enforce a notice on a tenant, this charge will be applied to reimburse the Magistrates Court charge.

Court Attendance - \$75 Inc. GST per hour to a maximum of \$225.00 Inc. GST

Should we be required to attend court to enforce a notice on a Tenant this charge will be cover the time and documentation required by your Property Manager.

OWNER CLEANING CHECKLIST

✓	THROUGHOUT	PAY ATTENTION TO:
	Cobwebs	Remove throughout property, inside and outside.
	Window tracks	Vacuum and clean.
	Fly screens	Brush down.
	Window sills & ledges	Dust and clean.
	Walls	Wash off any marks, mould etc & ensure clean. Fill & paint any large chips.
	Ceilings	Spot clean, remove any marks & / or mould.
	Doors	Clean finger/hand marks from doors & handles, surrounds, wipe over ledges & door jambs.
	Sliding doors	Clean & mark free, if mirrored – streak free. Slide easily/smoothly & in good working order.
	Door / cupboard handles & locks	Firmly secured & operational. All locks in good working order.
	Skirting boards	Remove dust & any marks. Ensure secured.
	Ceiling fans	Clean any dust, cobwebs. Ensure firmly secured & in good working order.
	Light fittings	Ensure in good working order. Remove light shades where practicable, wipe out any dead insects, wash dust away, wipe dry before re-securing. Ensure working light globes in all light fittings.
	Light switches, power points & fan controls	Clean off any marks. Ensure firmly secured & in good working order.
	Exhaust Fans	Ensure in good working order. Remove fan cover & clean, may require soaking & scrub. Replace cover once clean.
	Grout to all tiled areas	To be clean & in good repair.
	Curtain rod fixtures / pelmets	Dust and wipe over. Ensure firmly secured.
	Storage / linen press	Vacuum, dust / wipe over both inside and outside to remove any marks.
	Air conditioning units	Dust and wipe over, ensure filter clean & in good working order. Serviced if applicable. Supply Property Manager with copy of service record if possible.
	Blinds (Venetian / Holland / Vertical)	Remove where practicable and dust, vacuum where appropriate, replace. Ensure firmly secured & in good working order.
	Chains / Cords to verticals etc	To be in good working order & firmly secured.
	Curtains / drapes	Hand-wash and iron or have them dry cleaned if necessary, depending on age & fabric.
	Telephone(s)	Dust & wipe over with disinfectant. Ensure firmly secured if a wall phone.
	Smoke Detectors	Ensure new batteries are installed. Test unit. Supply Property Manager with receipt for batteries.

	All plumbing i.e. taps, etc	Ensure no leaking/dripping taps etc. All in good working order & firmly secured.
	Any remotes i.e. garage remote, TV remote	Ensure operational & wiped clean.
	Alarm System (if applicable)	Ensure operational, sensors are dust / cobweb free & firmly secured.
	Ducted vacuum (if applicable)	In good working order & all attachments are available.
	Dishwasher (if applicable)	Ensure clean & in good working order. Please run dishwasher cleaner through then hang a dishwasher freshener in dishwasher please.
	Dryer (if applicable)	Clean & lint free. Ensure in good working order & firmly secured.
KITCHEN		
	Stove top, hot plates, oven, racks, griller etc.	Degrease walls, rungs etc. clean, Taking care not to scratch surfaces
	Cupboards & drawers	Wipe over both inside and outside, all doors / drawers open & close smoothly.
	Benches & splash backs	Wipe over, scrub where necessary.
	Sinks, taps & surrounds	Wipe over, remove tarnish with Ajax or CLR or similar.
	Exhaust fan	Remove fan cover & clean, may require soaking & scrub. Replace cover once clean.
	Range hood	Ensure firmly secured, in good working order. Clean. Ensure filter is clean also.
	Oven light, range hood light etc	Ensure operational.
BATHROOM(S)		
	Shower recess, bath, taps, surrounding tiles, sink/vanity	Scrub off mould & soap scum, taking care not to scratch coated sinks/taps. Remove hair etc from plug holes.
	Cupboards & drawers	Wipe inside & out. Ensure open & close smoothly.
	Mirrors	Clean and polish, ensure streak free & firmly secured. If very tarnished that it inhibits visibility please replace.
	Shower curtain	Clean & scum free. In good working order.
	Shower screen (if applicable)	Ensure clean & scum free. In good working order, no cracks / chips etc.
	Towel racks / rails	Ensure firmly secured.
TOILET(S)		
	Toilet	Clean & disinfect toilet seat, toilet bowl, toilet pedestal & pipe at back of toilet. Clean cistern.
	Toilet Roll Holder	Ensure firmly secured & wiped clean.
LAUNDRY		
	Laundry trough / tub	Scrub inside & out. Clean off tarnish, clean plug holes.
	Cupboard	Wipe over both inside & outside.
FLOORS		
	Carpet	Carpets to be professionally cleaned by nominated carpet cleaner. Receipt MUST be provided to your Property Manager at Varga Realty.

	Hard floor surfaces	Sweep/vacuum and mop.
FURNITURE		
	If applicable	Dust, wipe, polish and /or vacuum. Vacuum under removable cushions. Furniture to be in good working order.
EXTERIOR		
	Carport, garage, storage areas & entrances	Clear away cobwebs & sweep out. De-grease & hose or mop where necessary. Weed paving / paths etc.
	Rubbish bins	Disinfect & hose out.
	Rubbish	Clear away to tip where necessary. It is important to ensure property is rubbish free.
	Outside walls	Clean down cobwebs, moth eggs, etc.
	Garden sheds, greenhouses etc	Clean out, remove rubbish, sweep etc.
	Gutters	Ensure clean & debris free.
	Garden hoses / sprinkler	Ensure in good working order / condition. Remove or replace if broken or not working properly.
	Letterbox	Ensure in good working order, firmly secured.
	Garage doors	Ensure operational, firmly secured & in good working order
	Gates & fencing	Ensure firmly secured. Gates in good working order. Latches secure.
YARD		
	Lawns	Mow & whipper snip, ensure edges cut, weed free & green & healthy. Fertilise lawns & water in.
	Garden beds	Weed & prune where necessary, ensure healthy. Important garden beds are weed free.
	Paths & driveways	Sweep, de-grease & hose if necessary, weed where necessary.
	Grass clippings / leaves / branches	Remove, to tip if required.
	Reticulation	Ensure all reticulation in good working order.
	Bore (if applicable)	Ensure in good working order & clear instructions on its use provided to your Property Manager.
SWIMMING POOL / SPA		
	If applicable	Ensure pool water is clean & healthy. A printout of the state of the water by a pool company to be provided to Property Manager dated within 2 days of keys being handed to office.
	Pool / Spa equipment	Ensure intact and stored appropriately out of the sun please.
	Pool fencing	Ensure complies with council standards & in good working order. Firmly secured.

PLEASE SUPPLY AS SOON AS POSSIBLE TO YOUR PROPERTY MANAGER

2 FULL SETS OF KEYS TO PROPERTY MANAGER

COPY OF THE 'CERTIFICATE OF TITLE' FOR THE PROPERTY SHOWING CURRENT OWNERS NAME(S).

COPY OF THE REGISTERED BY-LAWS (if applicable.)

COPY OF 'CERTIFICATE OF CURRENCY' FOR BUILDING INSURANCE & PUBLIC LIABILITY

COPY OF 'CERTIFICATE OF CURRENCY' FOR LANDLORD PROTECTION INSURANCE

COPY OF ALL INSTRUCTION MANUALS i.e. FAN, AIR CONDITIONING UNIT, RETICULATION, ALARM SYSTEM, ETC. (if available)

ENSURE ALL LIGHT GLOBES ARE WORKING INTERNALLY & EXTERNALLY.

ENSURE SMOKE ALARMS & RCD'S MEET CURRENT REGULATIONS.

SECURITY ALARM DETAILS

Arm:

Disarm:

ALARM MONITORING COMPANY DETAILS (if applicable)

IF SHARED BORE – DETAILS:

Alinta Gas 13 13 58 – Cancel account in your name if applicable

Telstra 13 22 00/Other Phone or Internet Provider – Cancel account in your name if applicable

Synergy 13 13 53 – Cancel account in your name if applicable



THE HOT TIP

Increase your income
The Pet Friendly Advantage

With an estimated 63% of Australian households owning pets, Australia has one of the highest rates of pet ownership in the world.

Yet the majority of landlords choose to make their rental properties “NO PET” zones, even when they are likely to be pet owners themselves. Many would cite the lack of insurance cover as making the risk too great.

Not considering pets could in fact be detrimental to the value of their investment, and may be costing them, and you, money.

There are certainly some compelling reasons why landlords (and property managers) should seriously consider a changing viewpoint.

Sharon Fox-Slater has over 30 years experience in the insurance industry and 25 of these have been handling all aspects of landlord insurance, including claims. Sharon will provide some interesting facts regarding pets in rental properties.



Double your tenant pool!

There is high demand for pet friendly properties. By eliminating pet owners from your prospective tenants, your tenant pool may be just 37% of all available tenants. Two out of three tenants may not even consider your rental. Many of these are likely to be high quality long term tenants.

Rent properties faster!

More available tenants means more competition, and that means faster re-letting periods and lower vacancies. In fact research says that pet-friendly properties receive twice as many applicants than other housing. Less vacancy means more money in your pocket and a better return on your investment.



EARN MORE

Increased rent

Largely due to the scarcity of pet-friendly properties, research indicates that tenants are willing to pay between 7% and 14% more for the same property. This may equate to \$25 to \$50 (or more) in additional rent. This could equate to thousands of dollars per year in your pocket.

LONGER TENANCIES

Longer tenancies

Once a tenant has found their pet-friendly home, they don't want to move in a hurry. Not only would it be disruptive to their pet to relocate, they are again faced with the same difficulties as previously experienced in finding a pet friendly residence. So typically, pet owners stay where they are for longer periods of time, often even committing to longer leases straight away so that they have some security for their much loved fur baby.

Responsible tenants

The difficulties in obtaining pet friendly housing may have an influence on why pet owners are often regarded as more responsible in keeping a rental property the way the owner would like it. This is music to the ears of landlords because problem-free tenants are like gold.



Eliminating the “hidden” pets

The bane of many property managers and landlords lives are the “hidden” pets. Those that aren’t named on the lease (probably because pets were not permitted), yet have been snuck in later on. It may just be a cuddly little fur baby to the owner but if the landlord said “no pets” they meant “no pets”. There are a couple of possible scenarios.

1. The tenant manages to keep their pet hidden for some time, shifting it out every time you inspect, however the tell-tale signs start to appear and time and energy is used on springing the trap and eradicating the beast.
2. The tenant in fact doesn’t do the right thing and the pet causes damage. Insurance you say? Most insurance policies won’t cover pet damage at all, and some that do require it to be a “named pet”, meaning it has to be officially noted on the lease. There are also some that cover very small amounts. So in that case, a hidden pet means **no claim**. But more on insurance shortly.



Lower advertising costs

It follows that if you are renting properties quicker there will be less costs in advertising. Make it clear that it is a pet-friendly property in your advertising and the average time taken to lease the property could be reduced by over 30%.

There is no “lock-in” clause

Simply because the property has been declared pet-friendly, you are under no obligation to accept the first tenant who turns up with 12 German Shepherds and a miniature horse in the back of his panel van. In fact you are under no obligation to rent to a pet owner at all. It simply opens up to a whole new world of tenants that you otherwise would not have been exposed to. So like a kid in a candy shop you just have plenty to pick from, but still only need to select the one you like best.





WHAT IF?

So what if something goes wrong?

So nothing is perfect. Like any tenant who may look good to begin with, things can go wrong, and the same applies to pet owners. In the past even specialised landlord insurance policies simply didn't cover damage caused by pets. They've started to appear but some have limits so low that there is really little point.

Until the introduction of Pet Damage into **RentCover** in February 2017

Pet Damage is now covered up to **\$65,000**, so landlords can have peace-of-mind like never before. Like other cover provided by the right policy, peace-of-mind for landlords.

THANK YOU

For further information please call

1800 661 662

www.rentcover.com.au

enquiries@rentcover.com.au

Thank you

Online Booking System



Less Vacancy • More Tenants • Better Returns



HOW DOES IT WORK?

- Inspection times and dates for your property are listed on the internet through our custom-designed software, Register Online.
- Genuine 24/7 system. 40% of tenants book inspections after normal business hours.
- Our system allows numerous inspection times to be nominated, meaning more prospective tenants can arrange to see your property.
- When an inspection is booked, the tenant receives an instant confirmation.
- Tenants also get reminders, via SMS and/or email, about their upcoming inspection one day and one hour in advance.
- Our software is also accessible from smartphones (such as iPhones) & tablet computers (such as iPads) – so appointments can be arranged anytime, anywhere.

SEE RESULTS IN ADVANCE!

- Our custom-built database allows us to look ahead and see how many people have registered to inspect your property.
- This information allows us to tailor strategies to ensure your property is rented as quickly as possible.
- We have access to accurate, real-time data about the amount of interest in your property

While our competitors wait and hope, we are making it easy for prospective tenants to inspect your property!



Routine Inspection Report

Date: 3 Jun 2016
Owner Name: Grace Green

Property Details

Address	200 Hampden Road, Nedlands 6009
Tenant Name	Mark Lester
Lease Start Date	2 Jul 2016
Lease Expiry Date	2 Jul 2017
Lease Details	12 Months
Current rented for	\$ 1,200.00 per month
Inspected By	Jeremy



I write to advise that a visual Routine Inspection was conducted at your property.

Please refer to this inspection for any important notes or maintenance issues. Please reply with your instructions on any maintenance issues raised in the report.

If you have any questions in relation to the Routine Inspection Report, please do not hesitate to contact me on Support@propertyinspectionmanager.com.

Regards
Jeremy

Maintenance Required

1. Render on front veranda required
2. Paint front fence/letterbox
3. Replace heat globe in bathroom
4. Sensor in pantry not working

Suggested Improvements

At this stage we suggest the repairs to the exterior veranda are carried out within 3 months. Overall the property is in good condition for its age.

Our Summary

Overall we are very happy with the way the tenant is maintaining the property and especially the lounge reprint as discussed.

We have made a couple of requests to the weeds in the front garden as detailed in the report but nothing of concern.

We do recommend the maintenance items as highlight should be carried out with the render on the veranda the most urgent.



Detailed Observations From This Inspection

Area	Clean	Undamaged	Working	Maintenance	Comments/Notes
Front Gardens	✓	✓	✓		gardens require weeding
Paving					Clear of weeds
Garden	✓	✓	✓		Prune roses
Grass	✓	✓	✓		Mowed
Fence	✓	✗	✓		Requires painting
Verandah	✓	✗	✓		Render crumbling
Letterbox/Street Number	✓	✗	✓		Requires painting. See photo
Rear Gardens	✓	✓	✓		A lovely inspection, no problems to report
Paving					Clear of weeds
Entry/Exterior	✓	✗	✓	✓	Veranda wall needs render and painting
Screen Door/Security Door	✓	✓	✓		Secure and working
Entry Lighting					Security sensor light working
Kitchen/Meals	✓	✓	✗	✓	Pantry sensor light not working
Lighting					Pantry sensor not working
Points	✓	✓	✓		
Bench	✓	✓	✓		No noted markings
Cupboard	✓	✓	✗		Hing problems
Theatre	✗	✓	✓	✓	Carpet has texta stain
Power Sockets	✓	✓	✓		Smart wired with cable
Walls	✓	✓	✓		Freshly painted
Lights	✓	✓	✗		2 down lights need new globes
Carpets	✗	✓	✓		Require a clean
Lounge	✗	✓	✓		Carpet require cleaning



Floor	✗	✓	✓		Carpet requires cleaning
Walls	✓	✓	✓		Freshly painted
Blinds	✗	✓	✓		Require cleaning
Ceiling	✓	✓	✓		Freshly painted
Lighting	✓	✓	✓		All lights working
Ceiling Fan/Air Conditioner	✓	✓	✗		Requires servicing
Bathroom 1	✓	✗	✓		floor tiles/tiling cracked
Door	✓	✓	✓		
Floor	✓	✓	✓		All tiles wiped clean, area neatly presented.
Sink/Taps	✓	✓	✗		tap(s) leaking
Shower/Bath/Taps	✓	✓	✓		Wet areas are clean and tidy.
Towel Rails	✓	✓	✗		Requires new rail
Heating/Exhaust Fan/Vent	✓	✓	✗		Heat globe not working
Bedroom 1	✓	✓	✓		
Door	✓	✓	✗		Scrapes when closing
Floor					carpet neat and clean
Corded Blinds and Window Coverings	✗	✓	✓		Requires cleaning
Bedroom 2					
Bedroom 3					
Dining					
Laundry					
Security/Safety					Security doors all working House alarm working

Disclaimer:

This routine inspection report is a visual inspection only and is carried out by this agency to assess the manner in which the tenants are maintaining your property and identify any maintenance required.

As your property manager our role is to manage the tenancy. We are not qualified to assess the structural aspects of areas, including but not limited to, staircases, decking and balconies, or to ensure that plumbing, electrical or gas fixtures or fittings, glass windows, doors and balustrades, smoke alarms, pests (ie. termites), asbestos, swimming pool safety barriers (and associated fittings) comply and operate in accordance with applicable building/council codes and/or laws and regulations.

This agency recommends that all landlords have regular inspections carried out by suitably qualified licensed and insured contractors and experts in the appropriate area when necessary.



PIM
Real Estate

200 Infinity Loop Perth WA 6000
Phone: 1300 668 594
Support@propertyinspectionmanager.com

Front Gardens
Taken : 03/06/2016



Front Gardens
Taken : 03/06/2016



Rear Gardens
Taken : 03/06/2016



Rear Gardens
Taken : 03/06/2016



Entry/Exterior
Taken : 03/06/2016



Entry/Exterior
Taken : 03/06/2016





PIM
Real Estate

200 Infinity Loop Perth WA 6000
Phone: 1300 668 594
Support@propertyinspectionmanager.com

Kitchen/Meals
Taken : 08/06/2016



Our Summary
Taken : 08/06/2016



Renting, hiring or selling your home?

You need mains-powered smoke alarms



The Building Regulations 2012 (the Regulations) require the owner of a dwelling to have compliant smoke alarms installed:

- prior to the transfer of ownership;
- where a dwelling is rented under a residential tenancy agreement or made available for such rent;
- where a dwelling is made available for hire.

What is a compliant smoke alarm?

To comply with the Regulations, owners must ensure that the smoke alarm(s):

- (a) are in accordance with the Building Code of Australia ('BCA') that is applicable at the time of installation of the alarms. (Note: dwellings that were approved for construction prior to 1 May 2015 do not have to comply with the BCA requirement for interconnection of smoke alarms where there is more than one); and
- (b) are not more than 10 years old at the time of transfer of ownership or making the dwelling available for rent or hire; and
- (c) are in working order; and
- (d) are permanently connected to consumer mains power.

What types of dwellings need to comply?

The laws apply to existing residential properties that are subject to sale, transfer of ownership, rental or hire and which fall within the following residential building classes as broadly defined in the BCA:

Class 1a: A single residential dwelling, being a detached house or row houses, duplexes, town houses, terrace houses or villa units where attached dwellings are separated by a fire resisting wall.

Class 1b: includes the following:

- Boarding houses, guest houses, hostels or the like in which not more than 12 people would ordinarily be resident and with a total area of all floors not exceeding 300 square metres;
- or four or more single dwellings located on one allotment and used for short term holiday accommodation.

Class 2: Individual units such as apartments and flats.

Class 4: A residential unit in a non residential building e.g. a caretaker's residence

Is there a requirement to maintain smoke alarms?

An owner who makes their dwelling available for rent or hire must, to the extent practicable —

- (a) ensure that each alarm installed in the dwelling is in working order; and
- (b) if an alarm was, at the time of its installation, required to be connected to the mains power supply, ensure that the alarm —
 - (i) is permanently connected to the mains power supply; or
 - (ii) if the alarm is to be installed at a location in the dwelling where there is no hidden space in which to run the necessary electrical wiring and there is no appropriate alternative location - has a 10 year life battery that cannot be removed; or
 - (iii) if, in relation to the alarm, the use of a battery powered smoke alarm has been approved under regulation 61 - has a 10 year life battery that cannot be removed; and
- (c) ensure that each alarm installed in the dwelling -
 - (i) has not reached its expiry date if one is provided on the alarm; or
 - (ii) is not more than 10 years old if no expiry date is provided on the alarm.

It may be useful for people involved in the rent or hire of a dwelling to document when the smoke alarms will need replacing.

How do I maintain smoke alarm/s?

For smoke alarms to remain in working order, they should be tested and maintained regularly.

The Department of Fire and Emergency Services recommends the following smoke alarm maintenance routine:

- Testing once per month to ensure the battery and the alarm sounder are operating
- Replacing batteries annually, where appropriate mains powered smoke alarms have back-up batteries

Renting, hiring or selling your home?

You need mains-powered smoke alarms



DFES
Department of Fire & Emergency Services

- Check your smoke alarm for a build-up of dust and cobwebs and clean with a vacuum cleaner at least every six months
 - Vacuum with a soft brush attachment around the smoke alarm vents
 - Use a surface insect spray around the smoke alarm to prevent insects nesting inside
 - Smoke alarms should never be painted
- * Always refer to the manufacturer's guide when selecting batteries and following testing procedures

Are battery powered smoke alarms permitted?

The laws do permit the installation of battery powered smoke alarms in limited circumstances. In those circumstances local government approval is required unless:

- There is no hidden space in which to run the necessary electrical wiring and there are no appropriate alternative locations for the smoke alarm, and
- Where a building is not connected to the mains power electricity supply network.

It is unlawful to install battery powered smoke alarms just because it is more convenient to do so.

For example, where a two-storey dwelling is permitted the use of a battery powered smoke alarm because the first floor is concrete, the owner must not (for the sake of convenience) install a battery powered smoke alarm on the second floor where the ceiling has sufficient roof space to run the electrical wiring

Do smoke alarms need to be interconnected if there is more than one?

Only dwellings that are approved for construction on or after 1 May 2015 need to have interconnected smoke alarms. Existing dwellings (i.e. those constructed or approved for construction prior to 1 May 2015) that are subject to sale, transfer of ownership, rent or hire do not need to have interconnected smoke alarms.

How many smoke alarms are required?

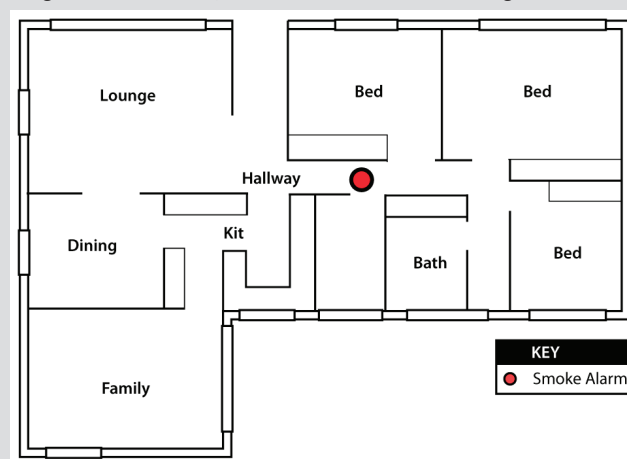
The number of smoke alarms required will depend on the class, size and layout of your property.

Class 1a buildings (house, duplex, villa or town house) Class 2 (flat or apartment) Class 4 (residential unit inside a building of another class)

Smoke alarms must be installed in a Class 1a building on or near the ceiling in:

- any storey containing bedrooms—
 - between each part of the dwelling containing bedrooms and the remainder of the dwelling; and
 - where bedrooms are served by a hallway, in that hallway, and;
- any other storey not containing bedrooms. (see Fig. 3 for multilevel)

Figure 1 - Class 1a, Class 2 and Class 4 buildings



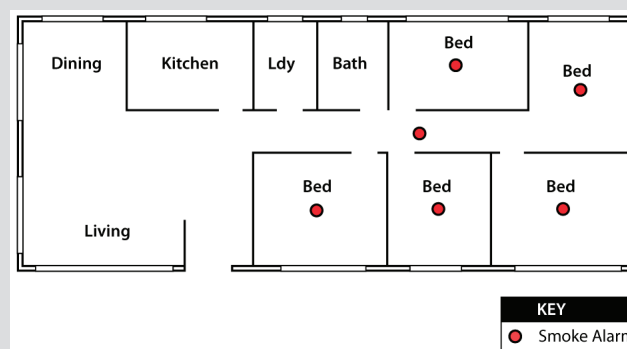
Class 1b (boarding/guest house or hostel where up to 12 persons can reside)

In a Class 1b building, smoke alarms must be installed on or near the ceiling—

- in every bedroom; and
- in every corridor or hallway associated with a bedroom, or if there is no corridor or hallway, in an area between the bedrooms and the remainder of the building; and
- on each other storey. (see Fig. 3 for multilevel)

(Source: Building Code of Australia, 2012)

Figure 2 – Class 1b buildings



Renting, hiring or selling your home?

You need mains-powered smoke alarms



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Department of Fire & Emergency Services

Multilevel homes and properties

In multi-level properties, a smoke alarm is required in every storey, even if it consists only of carparking, bedrooms, laundries and the like.

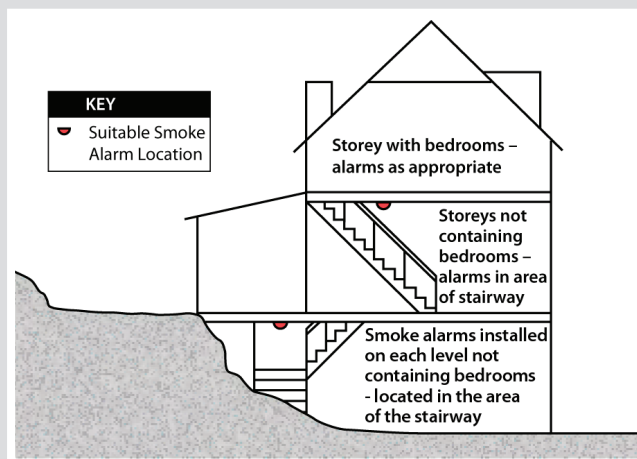
In storeys not containing bedrooms, smoke alarms should be installed in the area of the stairway between each level, e.g. if the bedrooms are on the first floor, then an alarm should be positioned near the area of the interconnecting stair at ground level.

This location is favoured as it is the path that people will most likely take to evacuate the building. It ensures that an alarm will be raised before smoke makes the common exit path impassable. If the other storey is not connected to the remainder of the dwelling (for instance a ground floor garage), the alarm should be centrally located in the lower area.

Multilevel homes and properties

Smoke alarms should be installed in each bedroom, in corridors and hallways that lead to exits and the living area. If you are installing smoke alarms in a multilevel home or property you should have an additional alarm in the stairway between each level. Often, people sleep with their bedroom doors closed at night and only a smoke alarm installed in that, room will detect a fire fast enough to get out safely.

Figure 3 – Multilevel homes and properties



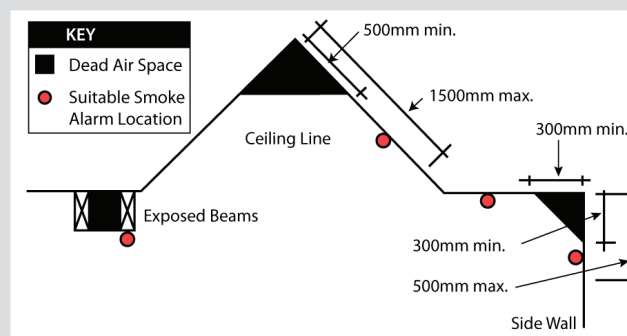
Installation of smoke alarms

Smoke alarms should be installed on or near the ceiling, with special care taken to avoid installation in the following areas:

- the apex of cathedral ceilings
- the corner junction of walls and ceilings
- between exposed beams, where there may be a dead air space

If it is not practical to install the smoke alarm on the ceiling, then it may be installed on the wall. The recommended position in this situation is between 300mm to 500mm below the ceiling. For cathedral ceilings, the recommended position should be between 500mm and 1500 mm from the apex to the top of the alarm.

Figure 4 – Installation of smoke alarms



Installation of smoke alarms

Smoke alarms are very sensitive and may detect smoke and moisture created by common household activities, such as burning toast or steam from a bathroom.

Smoke alarms should not be located near:

- Cooking appliances
- Heaters or fireplaces
- Doorways to bathrooms, laundries or other humid areas
- Heating and cooling duct outlets
- Ceiling fans, doors and windows (excessive air movement may prevent smoke from reaching the smoke alarm)
- Fluorescent light fittings (to avoid the effect of electrical 'noise' or 'flicker') or doorways and windows where barbecues and incinerators are located.

Renting, hiring or selling your home?

You need mains-powered smoke alarms



Which smoke alarm is best?

A mains powered photoelectric smoke alarm is best with a fixed rechargeable battery that does not need to be changed for the life of the smoke alarm. This type of alarm can detect smoke faster and more types of smoke than other models. This means you will be alerted to a fire earlier giving you more time to escape safely. All smoke alarms should comply with Australian Standard 3786.

Are there penalties involved?

Yes. Where the dwelling does not comply with the smoke alarm requirements under the Regulations, a local government may issue an infringement notice under the Criminal Procedure Act 2004, which attracts a penalty of \$1,000 for a prescribed offence; or the local government may prosecute an owner for non-compliance resulting in a penalty of up to \$5,000 for a prescribed offence.

Want more information?

Contact the Department of Fire and Emergency Services on 9395 9816, visit www.dfes.wa.gov.au, contact your local government or access the laws (Building Regulations 2012) at www.slp.wa.gov.au



Obligations of landlords - Corded internal window coverings

*What types of internal window coverings are a safety hazard for children?
Blinds and curtains with loose cords or chains can strangle young children.*

Since the early 1990s, at least 18 children have tragically died in Australia this way. A child can place a loop over their head or get tangled in loose cords or chains when:

- sleeping in a cot or bed where cords or chains are hanging;
- playing near cords or chains; or
- standing on furniture (chair, sofa, bed, table etc.) or climbing using something like an overturned toy box/crate to look out of a window that has blind or curtain cords or chains.

Do landlords have obligations to ensure internal window coverings are safe?

Yes. Under section 42(2)(c) of the *Residential Tenancies Act 1987*, the landlord (lessor) is required to ensure that all aspects of the premises comply with laws relating to buildings, health and safety. Product safety laws for internal window coverings have applied in Western Australia since 23 January 2004, so landlords need to ensure that blind/curtain cords and chains supplied after this date meet the national product safety requirements.

If blinds/curtains were bought before January 2004, it is strongly recommended that landlords ensure blind/curtain cords or chains on their rental premises are safe for children. Under common law, a landlord has a duty of care to tenants, as well as anyone the tenant invites into the property, and must ensure the premises are safe to live in. If a child dies or is injured on the rental premises as a result of a blind/curtain cord or chain injury, the landlord may be sued for negligence. Even if the tenants do not have children, a court could consider that it was reasonably foreseeable that the tenants may have children visiting the home from time to time.

How do I know if cords or chains are unsafe?

If a cord or chain for a blind or curtain hangs lower than 1.6m from the floor then it must be secured by a safety device.

Will I have to replace all my curtains and blinds?

No. Product safety laws have required that curtain/ blind suppliers and shops provide window coverings with any necessary safety devices to secure loose cords or chains, installation instructions and a warning label and tag. If your blinds/curtains were supplied from January 2004 onwards then they should meet the product safety and installation standards.

However, if any blinds/curtains bought from January 2004 onwards are unsafe, alert your tenants, advise them to immediately tie the cords or chains out of reach and move away any furniture that children might climb on to reach the cords or chains. As soon as possible contact the supplier and Consumer Protection to discuss. If product safety standards were not met then the suppliers are required to rectify the work at no cost under the Australian Consumer Law (ACL).

What if the blinds/curtains were bought before January 2004?

If blinds/curtains were bought before January 2004, it is strongly recommended that you alert your tenants, advise them to immediately tie any cords or chains so they are out of reach and move away any furniture children might climb on to reach the cords or chains. It is also recommended that you arrange to:

- buy and install cleats or tensioning devices from a hardware store or curtain and blind shop and use at least two screws to fix them in place; or
- cut the cords or chains to prevent them causing a loop if these are not essential to the working of the blind.

How can I make loose cords or chains safe?

You can buy safety devices from hardware stores or curtain and blind shops to secure loose cords and chains.

If a “cleat” is used (i.e. a device to wind the cord or chain around to keep it out of reach) then it must be secured at least 1.6m from the floor level because children can be capable of unwinding a cord or chain from a cleat. Another option is a tie down or tension device to pull a looped cord or chain tight and secure it to the wall or floor.

The safety device must be firmly secured with at least two screws (not double-sided tape or glue) to prevent a child from being able to remove the cord or chain.

If the cord or chain is not essential to the working of the blind, you may want to consider cutting it to 1.6m above the floor.

Cords or chains that hang 1.6m or more above the floor when fully extended do not need to be secured.

Curtains and blinds without cords or chains do not require safety devices.

Are there any obligations on curtain and blind shops and other commercial suppliers of curtains and blinds to ensure they are safe?

Yes. Product safety laws have applied to suppliers in Western Australia since January 2004. The current Commonwealth product safety standard for suppliers requires that all looped cords or chains must:

- have warning labels attached;
- include installation instructions;
- have safety devices designed to withstand a 7kg force applied for 10 seconds; and
- prevent the possibility of a loop of 22 cm forming at a height less than 1.6m from the ground.

Fines may be issued if blinds are not supplied in accordance with the mandatory standard.

If traders do not supply blinds/curtains which meet the requirements of the product safety standard, they are required to meet their legal obligations under the ACL. Consumer Protection can take complaints about traders who do not follow the product safety standards.

Are there any obligations on commercial installers of curtains and blinds to ensure installation requirements are followed?

Yes. From 1 January 2015, commercial installers in Australia must follow the safe installation instructions

and install blinds so that dangerous loops and loose cords or chains cannot be formed. The Australian Competition and Consumer Commission is working with businesses and industry groups to help them to understand and comply with the new requirements.

If traders do not follow the mandatory safety standards when installing blinds/curtains, the installer is required to rectify the work at no cost under the ACL. Consumer Protection can take complaints about installers who do not follow the product safety standards. Penalties apply for non-compliance.

What are the obligations of my property manager?

As a matter of best practice when inspecting properties, property managers are advised to check that all internal window coverings in a rental property are as safe as possible for children. Where a hazard exists, the tenants should be advised to secure loose cords or chains so they are out of reach of children and the owner should be advised that a more permanent solution is needed to ensure compliance with the mandatory standards.

What if my tenant asks for permission to install curtains/blinds?

In some circumstances, a tenant may ask for permission to install curtains or blinds in your rental premises. If you provide permission, it is advisable to inform the tenant in writing to install blinds/curtains as required by the national mandatory product safety standards www.productsafety.gov.au. Alternatively, you may wish to specify that only curtains/blind without cords or chains should be installed.

How do I choose safe blinds and curtains?

- All new blinds and curtains available in Australia must now comply with safety standards.

Further information

Further information is available from:

- Department of Commerce website (www.commerce.wa.gov.au/blindcordsafety).
- Australian Competition and Consumer Commission product safety website: www.productsafety.gov.au – search for “blinds and curtains”.

National Relay Service: 13 36 77
Quality of service feedback line: 1800 30 40 59
Translating and Interpreting Service (TIS) 131 450

This publication is available in other formats on request to assist people with special needs.

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 Kimberley (08) 9191 8400
 Mid-West (08) 9920 9800
 Pilbara (08) 9185 0900
 South-West (08) 9722 2888





Changes to residential tenancy law

Frequently asked questions

Minimum levels of security

On 1 July 2013, changes to the Residential Tenancies Act 1987 (the Act) and the Residential Tenancies Regulations 1989 will commence. The changes include a list of the locks and devices that must be installed in premises to make them reasonably secure. These frequently asked questions are designed to assist you in understanding how the new laws may apply to your rental premises.

How long will I have before my property has to comply with these new requirements?

Lessors will have until 1 July 2015 to comply.

What security must be installed on all rental properties?

Main entry door

The minimum required security is a:

- deadlock; or
- a key lockable security screen door that complies with AS 5039-2008.

Additional information

The deadlock can be either a single cylinder or double cylinder deadlock. A single cylinder deadlock can be opened from the inside simply by turning the handle or a knob, reducing the risk of a person being unable to exit the house quickly in case of an emergency.

The deadlock can be separate to the door handle or it can be incorporated into the handset.

These are either/or requirements. If there is a key lockable security screen compliant with Australian standards already fitted to the front entry door, there is no requirement to retrofit a deadlock. Likewise, if there is a deadlock fitted, you are not required to fit a security screen door.



All other external doors

The minimum required security is a:

- deadlock; or
- if a deadlock cannot be installed, a patio bolt lock; or
- a key lockable security screen door that complies with AS 5039-2008.

Additional information

The same requirements as above apply.

If there is a need to install a patio bolt, it does not need to be lockable by key.



Windows

Minimum required security

Windows to be fitted with a lock, whether or not a key lock, that prevents the window from being opened from outside the premises.

Additional information

This does not mean having to install keyed window locks, but that window latches, closers or locks are fitted and are in working order to reduce the risk of a window being forced open from the outside.

If the window is fitted with a security screen compliant with Australian standards (AS 5039-2008), there is no requirement to retrofit a window lock.



External lighting

Minimum required security

An electrical light at, or near, the main entry that is capable of illuminating the main entry to the premises and is operable from the inside.

Additional information

This won't apply if the property is a flat or apartment and the lighting is the responsibility of the strata body.



How is this different from the current laws?

Landlords have always been required to provide and maintain locks or other devices to ensure rental premises are “reasonably secure.” These new laws simply provide more detail about the minimum standards that need to be in place to ensure the premises are reasonably secure.

Why have the changes been made?

A review of the Residential Tenancies Act 1987 recommended the changes to provide clarity about what is considered “a reasonable level of security.” There is also an increasing concern within the community about the safety in the home of more vulnerable people, including the elderly and children.

How were the minimum standards of security decided?

The Department of Commerce consulted with industry representatives, property owners and tenants. The Department also sought advice from the Office of Crime Prevention.

The minimum levels of security reflect a position of agreement reached with the majority of the stakeholders.

I own an apartment that is not on the ground floor. Do I still need to comply with these requirements?

You will need to meet the minimum security requirements in relation to the main entry door. If there is a door onto a balcony, you do not need to install the required security if the balcony can only be accessed from inside the premises.

You do not need to install window locks if the windows are not easily accessible from the outside of the premises.

You do not need to meet the requirement for an entry light if the external lighting is the responsibility of the strata body of owners rather than the individual owner.

Do the minimum standards of security apply to my two storey house?

Yes, but only to some of the doors and windows. The required locks will need to be applied to all entry doors and windows on the ground floor. If there is a door onto a balcony, you do not need to install the required security if the balcony can only be accessed from inside the premises. The requirements also do not apply to any window that is situated on the second storey or above in a multi-storey home and is not easily accessible from the outside.

My property has louver windows. Do I need to install window locks on these?

Louver windows rely on an internal lever to move them into the open and closed position. This lever, when pushed into the fully closed position, locks the louver window. If this locking mechanism is not functioning, you will need to install another mechanism that will allow this lever to be locked in the fully closed position.

Do the minimum standards of security apply to rural properties?

If the property is on land zoned for agricultural or rural use, you will not be required to meet the minimum security standards. You will still be required to provide and maintain locks or other devices to ensure the rental premises are ‘reasonably secure’.

The property I own is heritage listed and I am not allowed to install deadlocks. What can I do?

Properties listed on the State Heritage Register are exempt from these requirements. You will still be required to provide and maintain locks or other devices to ensure the rental premises are ‘reasonably secure’.

National Relay Service: 13 36 77
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Translating and Interpreting Service (TIS) 131 450

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(08) 9191 8400
(08) 9920 9800
(08) 9185 0900
(08) 9722 2888



Schedule

ITEM 1 Lessors

*For extra Lessors
see annexure
schedule page
9 & 10*

Lessor 1 (Primary Contact)

Address:

Telephone:

Work:

Home:

Mobile:

Facsimile:

E-mail:

Lessor 1 prefers to be contacted by

☐ email ☐ telephone ☐ post ☐ sms

Lessor 2

Address:

Telephone:

Work:

Home:

Mobile:

Facsimile:

E-mail:

Lessor 3

Address:

Telephone:

Work:

Home:

Mobile:

Facsimile:

E-mail:

OTHER CONTACTS:

ITEM 2 Property Manager

Trading Name:

Licensee:

ABN:

Address:

Telephone:

E-mail:

Varga Realty

VARGA REALTY PTY LTD

402 972 576 17

Triennial No: 61480

2/73 Pinetree Gully Road, Willetton, WA, 6155

Business: 9259 0888

Facsimile: 9259 0800

pm@vargarealty.com.au

ITEM 3 Premises

Premises Address:

Local Council:

Lot No:

Volume/Folio

on Survey/Strata/Deposited/Plan/Diagram

initials:

Property Manager

Lessor 1

Lessor 2

Lessor 3

exclusive management authority for residential premises



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000004556922



ITEM 4 Strata	Strata Title: Yes <input type="checkbox"/> No <input type="checkbox"/> Strata Manager <input type="text"/> Telephone <input type="text"/> Address <input type="text"/> Registered By-Laws (Notification) Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes then see attachment																																			
ITEM 5 Rental	Rent range: \$ <input type="text"/> to \$ <input type="text"/> per *week / fortnight / calendar month (for each tenancy) *Delete whichever does not apply Term of lease preferred Minimum Term <input type="text"/> Six (6) Months Maximum Term <input type="text"/> Twelve (12) Months Refer to clause 5.1 Terms and Conditions																																			
ITEM 6 Term of Management Agreement	The Term of this Agreement is from <input type="text"/> / <input type="text"/> / <input type="text"/> until <input type="text"/> / <input type="text"/> / <input type="text"/> At the conclusion of the Term the Lessor AGREES / DOES NOT AGREE (cross out whichever does not apply) to extend the Term until twenty-eight (28) days written notice of termination is given by either the Lessor or the Property Manager to the other.																																			
ITEM 7 Property Manager's Fees for Services (GST inclusive unless otherwise stated)	<p>Notice: Fees charged by the Property Manager are not fixed by law, and are to be agreed between the Lessor and the Property Manager.</p> <p>7.1 Costs of identification of Property Managers in advertisements</p> <p>(a) Pursuant to clause 8 of the REIWA Members' Code of Practice, REIWA members who are Property Managers are required in all advertisements to clearly show the Property Manager's full trading name, together with the telephone number of the Property Manager's principal licensed office or relevant branch office.</p> <p>(b) The Owner AGREES / DOES NOT AGREE (cross out whichever does not apply) to pay for the advertising costs otherwise payable under this agreement associated with the Property Manager complying with the requirements of clause 8 of the REIWA Members' Code of Practice.</p> <p>7.2 Marketing and Advertising Expenses</p> <p>(a) The Lessor AGREES / DOES NOT AGREE (cross out whichever does not apply) to pay to the Property Manager separate marketing costs and/or expenses.</p> <p>(b) The Property Manager is authorised on each occasion, when letting is required to advertise the Premises for letting, at the Lessors expense:</p> <p>(i) on the internet up to a maximum of \$ <input type="text"/> 180.00 inc GST</p> <p>(ii) in print media up to a maximum of \$ <input type="text"/> N/A</p> <p>(iii) in other media up to a maximum of \$ <input type="text"/> N/A</p> <p>7.3 The following Property Manager's Fees have been agreed:</p> <p>(a) Leasing Fee For each new tenancy</p> <p>* (i) The Leasing Fee is <input type="text"/> % of the annual Gross Rental of the tenancy. For example if the Gross Rental is \$ <input type="text"/> then the Leasing Fee will be \$ <input type="text"/></p> <p>OR * (ii) The fixed Leasing Fee for each new tenancy will be \$ <input type="text"/></p> <p>OR * (iii) The Leasing Fee is equivalent of <input type="text"/> 2 (two) weeks rent plus GST. For example <input type="text"/> 2 weeks rent at \$ <input type="text"/> per week is \$ <input type="text"/> plus GST \$ <input type="text"/> is a Leasing Fee of \$ <input type="text"/> <i>*Cross out whichever does not apply</i></p> <p>(b) Management Fee</p> <p>(i) The Management Fee is <input type="text"/> 9.35 % of Gross Collections For example if the Gross Collections are \$ <input type="text"/> then the Management Fee is \$ <input type="text"/> OR (ii) A fixed Management Fee of \$ <input type="text"/> per month/annum (cross out whichever does not apply)</p> <p>(c) Property Condition Report Fee at the commencement of each tenancy \$ <input type="text"/> 120.00-\$220.00 or \$ <input type="text"/> per hour up to a maximum of \$ <input type="text"/> <i>(cross out whichever does not apply)</i></p>		<p>Lessors Initials</p> <table><tr><td>1</td><td>2</td><td>3</td></tr><tr><td><input type="text"/></td><td><input type="text"/></td><td><input type="text"/></td></tr><tr><td colspan="3">Select Option</td></tr><tr><td colspan="3">Select Option</td></tr><tr><td><input type="text"/></td><td><input type="text"/></td><td><input type="text"/></td></tr><tr><td><input type="text"/></td><td><input type="text"/></td><td><input type="text"/></td></tr><tr><td><input type="text"/></td><td><input type="text"/></td><td><input type="text"/></td></tr><tr><td><input type="text"/></td><td><input type="text"/></td><td><input type="text"/></td></tr><tr><td><input type="text"/></td><td><input type="text"/></td><td><input type="text"/></td></tr><tr><td><input type="text"/></td><td><input type="text"/></td><td><input type="text"/></td></tr><tr><td><input type="text"/></td><td><input type="text"/></td><td><input type="text"/></td></tr></table>	1	2	3	<input type="text"/>	<input type="text"/>	<input type="text"/>	Select Option			Select Option			<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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initials: Property Manager <input type="text"/> Lessor 1 <input type="text"/> Lessor 2 <input type="text"/> Lessor 3 <input type="text"/>																																				

ITEM 7
Property
Manager's
Fees for
Services
(GST
inclusive)
(continued)

- (d) **Final Bond Inspection** at the termination of the tenancy including a final property condition report
 \$ 150.00 inc GST _____ or
 \$ _____ per hour up to a maximum of \$ _____
 (cross out whichever does not apply)

(e) **Ingoing Inventory Report** (at the commencement of each tenancy where the premises are furnished)
 \$ _____ or
 \$ _____ per hour up to a maximum of \$ _____
 (cross out whichever does not apply)

Outgoing Inventory Report (at the termination of each tenancy where the premises are furnished)
 \$ _____ or
 \$ _____ per hour up to a maximum of \$ _____
 (cross out whichever does not apply)

(f) **Routine Inspection Reports Fee:** \$ 40.00-\$70.00 _____ per inspection
 The first inspection to be conducted Six (6) _____ weeks after the commencement of each tenancy then every Three (3) _____ months.

(g) **Attendance Fee**
 For each attendance: \$ N/A

(h) **Meeting Attendance**
 \$ N/A _____ per hour up to a maximum of N/A _____ per meeting.

(i) **Lease Renewal**
 For each Lease Renewal :
 *(i) The Lease Renewal is _____ % of the annual Gross Rental of the tenancy.
 For example if the Gross Rental is \$ _____
 then the Lease Renewal / Negotiation Fee is \$ _____
 OR
 *(ii) A fixed Lease Renewal / Negotiation Fee of: \$ 100.00 Incl. GST _____
 (cross out whichever does not apply)

(j) **Rent Review Fee**
 For each rent review, a fixed Rent Review fee of: \$ N/A

(k) **Annual Financial Summary required** ☒ YES ☐ NO
 \$ 25.00 inc GST _____ per report.

(l) **Court / Tribunal Preparation and Attendance**
 \$ 75.00 inc GST _____ per hour up to a maximum of
 \$ 225.00 inc GST _____ per claim against the relevant tenant.

(m) **Administration Fee** \$ 0.00 _____ per month

(n) **Title Search Fee** \$ As per Landgate Charges _____ per search.
 (exclusive of disbursements)

(o) **Title Search Fee** disbursements at cost, currently \$ N/A _____ per search

(p) **All Bank Fees** disbursements at cost, currently \$ N/A

(q) **Tenant Enquiry Fees** disbursement at cost, currently \$ As per NTD Charges

(r) **All** postage, petties, telephone, facsimile email and other costs at cost, but not exceeding \$ N/A _____ per month.

(s) **Centrelink Deposits** disbursements at cost \$ N/A _____ per deposit

(t) **ACN** search as per ASIC charges.

Lessors Initials

1 2 3

Page 10 of 10

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Page 10 of 10

7.4 If Item 7 is not applicable and an Annexure is attached to this Authority, then the fees set out in that Annexure will apply.

□ □ □

initials:

Property Manager

1

Lessor 1

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Lessor 2

1

Lessor 3

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Annual Review of Property Managers Fees	7.5 All of the above agreed Fees, excluding items at cost, in items 7.3 and 7.4 will be reviewed on the <input type="text" value="N/A"/> day of <input type="text" value="N/A"/> each year of the Term or any extension or renewal by an increase of <input type="text" value="N/A"/> % or if left blank, see clause 6.6. For example if a Property Manager Fee was \$10 and a 10% increase applied then the new fee would be \$11.	Lessors Initials 1 <input type="text"/> 2 <input type="text"/> 3 <input type="text"/>																																					
Notice: If the Lessor disputes the Property Manager's Fees payable to the Property Manager on the grounds that they are unjust the Lessor may refer the dispute to the Commissioner for Consumer Protection or to REIWA for adjudication.																																							
ITEM 8 Outgoings	The Lessor hereby authorises the Property Manager to make payments on its behalf with regard to the following Outgoings: <table><tr><td><input type="checkbox"/> Council Rates</td><td><input type="checkbox"/> Landlord Protection Insurance</td><td><input type="checkbox"/> Smoke Alarm / RCD Annual Service</td></tr><tr><td><input type="checkbox"/> Water Rates (see clause 4.1)</td><td><input type="checkbox"/> Gardening/Lawn Mowing</td><td><input type="checkbox"/> Pool Service</td></tr><tr><td><input checked="" type="checkbox"/> Water Consumption</td><td><input type="checkbox"/> Land Tax</td><td><input type="text"/></td></tr><tr><td><input type="checkbox"/> Strata Levies (includes gas/electricity)</td><td><input type="checkbox"/> Repairs/Maintenance</td><td><input type="text"/></td></tr><tr><td><input type="checkbox"/> Building and Contents Insurance (including Strata)</td><td><input type="checkbox"/> Pest Control</td><td><input type="text"/></td></tr><tr><td></td><td><input type="checkbox"/> Gas/Electricity</td><td></td></tr></table>			<input type="checkbox"/> Council Rates	<input type="checkbox"/> Landlord Protection Insurance	<input type="checkbox"/> Smoke Alarm / RCD Annual Service	<input type="checkbox"/> Water Rates (see clause 4.1)	<input type="checkbox"/> Gardening/Lawn Mowing	<input type="checkbox"/> Pool Service	<input checked="" type="checkbox"/> Water Consumption	<input type="checkbox"/> Land Tax	<input type="text"/>	<input type="checkbox"/> Strata Levies (includes gas/electricity)	<input type="checkbox"/> Repairs/Maintenance	<input type="text"/>	<input type="checkbox"/> Building and Contents Insurance (including Strata)	<input type="checkbox"/> Pest Control	<input type="text"/>		<input type="checkbox"/> Gas/Electricity																			
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	<input type="checkbox"/> Gas/Electricity																																						
ITEM 9 Maintenance Limit	Maximum expenditure (inclusive of GST) allowed in any one instance for repairs and maintenance (or trade quotes) without the Lessor's specific approval: \$ <input type="text" value="0.00"/> Preferred maintenance contactors: <table><tr><td><input type="text"/></td><td>Tel: <input type="text"/></td></tr><tr><td><input type="text"/></td><td>Tel: <input type="text"/></td></tr></table>			<input type="text"/>	Tel: <input type="text"/>	<input type="text"/>	Tel: <input type="text"/>																																
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ITEM 10 Water Consumption	The Lessor agrees to contribute <input type="text" value="Nil (0)"/> %, up to a maximum of \$ <input type="text" value="Nil (0)"/> towards the cost of water consumed annually at the Premises. The Lessor acknowledges that the relevant authority may from time to time be required to perform a meter reading. The Lessor agrees to pay for any cost associated with that water meter reading.																																						
ITEM 11 Payment to Owner	Funds to be paid to Owner: <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Other <input type="text" value="Fortnightly"/> Payment method: <input type="checkbox"/> Bank account A/C Name: <input type="text"/> Institution: <input type="text"/> BSB: <input type="text"/> Account No: <input type="text"/> <input type="checkbox"/> Other <input type="text"/> STATEMENTS Statements and correspondence are to be sent to: Email: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="text"/>																																						
ITEM 12 Insurance Cover	Pursuant to Condition 4.2.4 it is the Lessor's responsibility to adequately insure the Premises at the Lessor's expense throughout the period of this agency. <table><thead><tr><th>Perils Insured</th><th>Company</th><th>Policy No.</th><th>Amount</th><th>Excess</th><th>Due Date</th></tr></thead><tbody><tr><td>Public Liability</td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>Workers Compensation</td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>Landlord Protection</td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>Building Insurance</td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>Contents Insurance</td><td></td><td></td><td></td><td></td><td></td></tr></tbody></table>			Perils Insured	Company	Policy No.	Amount	Excess	Due Date	Public Liability						Workers Compensation						Landlord Protection						Building Insurance						Contents Insurance					
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ITEM 13 Additional Conditions	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> As detailed below <input type="checkbox"/> See annexure(s) <div></div>																																						
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Terms and Conditions APPROVED BY THE REAL ESTATE INSTITUTE OF WESTERN AUSTRALIA INCORPORATED FOR THE EXCLUSIVE USE OF REIWA MEMBERS								
1 Appointment	The Lessor appoints and authorises the Property Manager as the Lessors Property Manager on a sole exclusive basis to provide the Services in respect of the Premises for the Term in accordance with the terms and conditions of this Agreement and the Property Manager accepts this appointment.							
2 Definitions and Interpretation	<p>In this Agreement, unless a contrary intention appears:</p> <p>"Act" means the Residential Tenancies Act 1987 and the Residential Tenancies Regulations 1989;</p> <p>"Administration Fee" means a fee charged for administration services;</p> <p>"Annual Financial Summary" means an annual report of all revenue and expenses for the Premises that have been received or paid by the Property Manager;</p> <p>"Attendance Fee" means a fee for attendances at the Premises for purposes other than routine inspections;</p> <p>"Bank Fees" means any proper account keeping fee, transaction fee or any other charge of a like nature imposed by any bank or financial institution in respect of an account in which money is held including dishonoured cheque fees;</p> <p>"Essential Services" means electricity; gas; a functioning refrigerator, but only if supplied with the premises; sewerage, septic tank, or other waste management treatment, and water, including supply of hot water;</p> <p>"Expenses" means the items of cost specified in Item 7;</p> <p>"Gross Collections" means the total dollar value of all monies collected by the Property Manager or Lessor from the tenants or other sources;</p> <p>"Gross Rental" means the total dollar value of all rental revenue collected or to be collected by the Property Manager from the tenants before any deductions;</p> <p>"GST" means any goods and services tax or similar or comparable tax imposed by and defined in the GST Law;</p> <p>"GST Law" means A New Tax system (Goods and Services Tax) Act 1999 or any other act or regulation pursuant to, associated with, amending or replacing that Act;</p> <p>"Lease Renewal Fee" means a fee charged for negotiating the terms and conditions of a new lease with the same Tenant;</p> <p>"Leasing Fee" means a charge specified in Item 7.3(a) by the Property Manager to the Lessor for services in connection with finding a tenant, including arranging advertising, interviewing and checking the credentials of prospective tenants;</p> <p>"Lessor" means the person or organisation specified in Item 1 and includes any executor, administrator, attorney, director or any other person authorised to act on behalf of the Lessor;</p> <p>"Maintenance Limit" means the amount specified in Item 9;</p> <p>"Management Fee" means the charge and fee referred to in Item 7.3(b);</p> <p>"Outgoings" means the payments specified in Item 8;</p> <p>"Premises" means the property specified in Item 3;</p> <p>"Primary Contact" means the person who the Property Manager will contact on all matters and receive instructions from. The Primary Contact will be responsible for relaying all matters to other person named as Lessor or other persons with an interest in the Premise;</p> <p>"Property Manager" means the licensed Real Estate Agent specified in Item 2;</p> <p>"Property Manager's Fees" means all of the amounts specified in Item 7;</p> <p>"Property Condition Reports" describe the condition of the Premises;</p> <p>"RCD" means Residual Current Device;</p> <p>"Rent Negotiation Fee" means a fee charged for negotiating a new rent that is not associated with a new lease or a fixed increase rent that is incorporated into a lease;</p> <p>"Rental" means the amount charged to a tenant for rental of the Premises;</p> <p>"Rent Review Fee" means a fee charged a review of rent during the term of a periodical or fixed term tenancy that does not amount to a renegotiated Residential Tenancy Agreement or a fixed increase of rent. Examples of when this fee applies are CPI rent reviews and market rent reviews. It does not apply to rental increases where the dollar amount or percentage of the increase is specified within the Residential Tenancy Agreement;</p> <p>"Routine Inspection" is used in the same context as section 46(2)(6) of the Act;</p> <p>"Routine Inspection Fee" means a fee for a Routine Inspection;</p> <p>"Security Bond" has the same meaning as in the Act;</p> <p>"Services" means the services specified in Item 7;</p> <p>"Tenant Enquiry" means an enquiry to determine if a prospective tenant is listed on any relevant database;</p> <p>"Tenant Enquiry Fee" means the cost associated with the Property Manager making a Tenant Enquiry;</p> <p>"Term" means the period specified in Item 6 or any extension.</p> <p>The singular includes the plural and vice versa and references to natural persons include corporations and vice versa.</p> <p>Where more than one person is a party to this Agreement, the terms and conditions to be performed by them bind each party jointly and severally. A reference to an Item is a reference to that Item in the Schedule.</p>							
3 Termination	<p>3.1 This Agreement may be terminated by:</p> <p>3.1.1 the Lessor if the Property Manager fails to substantially perform its obligations under this Agreement and such failure continues for twenty eight (28) days after a written notice of default is given by the Lessor to the Property Manager; or</p> <p>3.1.2 the Lessor without giving prior written notice if the Property Manager is found guilty of an offence that is a fundamental breach of the terms of this Agreement; or</p> <p>3.1.3 the Property Manager giving not less than twenty eight (28) days notice in writing to the Lessor if the Lessor has given instructions that are unlawful or a breach of any Act or Code or are unreasonable.</p>	<p>Lessors Initials</p> <table border="1"> <thead> <tr> <th>1</th> <th>2</th> <th>3</th> </tr> </thead> <tbody> <tr> <td><input type="text"/></td> <td><input type="text"/></td> <td><input type="text"/></td> </tr> </tbody> </table>	1	2	3	<input type="text"/>	<input type="text"/>	<input type="text"/>
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3 Termination <i>(continued)</i>	<p>3.2 In the event that this Agreement is wrongfully terminated by the Lessor during the Term (including a sale of the Premises before the end of the Term), the Lessor will pay to the Agent as and by way of liquidated damages a sum equivalent to fifty percent (50%) of the Management Fee which was last payable to the Property Manager or if none was payable then the Management Fee based on the lowest rent range set out in Item 5, for the unexpired period of the Term. The Lessor agrees that payment of the liquidated damages in this clause is a fair and reasonable pre-estimate of the damages likely to be sustained by the Property Manager if this Agreement is terminated prior to the expiry of the Term and reflects the real loss or damage likely to be suffered by the Property Manager.</p> <p>3.3 The Real Estate Institute of Western Australia (Inc) considers that the liquidated damages rate of 50% referred to in sub-clause 3.2 above provides an accurate calculation of the actual damages that would usually be suffered if an agreement is terminated in a manner that attracts liquidated damages.</p>	<table border="1"> <thead> <tr> <th colspan="3">Lessors Initials</th> </tr> <tr> <th>1</th> <th>2</th> <th>3</th> </tr> </thead> <tbody> <tr> <td><div></div></td> <td><div></div></td> <td><div></div></td> </tr> </tbody> </table>	Lessors Initials			1	2	3	<div></div>	<div></div>	<div></div>
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4 Lessor's Obligations and Acknowledgments	<p>Lessor Obligations</p> <p>4.1 The Lessor acknowledges that it is a requirement of the relevant authority that supply of water remains the responsibility of the Lessor and that accounts will be issued in the Lessor's name. Payment for consumption is made by the Lessor and invoiced and reimbursed by the tenant as appropriate.</p> <p>4.2 The Lessor warrants that:</p> <p>4.2.1 the Lessor is the registered proprietor of the Premises or has the written authority of the registered proprietor to enter into this Agreement and has the legal capacity to enter into this Agreement;</p> <p>4.2.2 all information and/or descriptions provided to the Property Manager in relation to the Premises are true and correct and the Lessor undertakes to promptly advise the Property Manager of any change to that information;</p> <p>4.2.3 the whole of the Premises comprise residential premises and is to be used for residential accommodation;</p> <p>4.2.4 the Lessor holds appropriate insurance in respect of the Premises as specified in Item 12 and will provide evidence of such cover to the Property Manager within seven (7) days from the date of execution of this Agreement and will maintain such insurance during the Term;</p> <p>4.2.5 there is no other residential management agreement relating to the Premises;</p> <p>4.2.6 the Property Manager will be informed in writing of any changes to the ownership of the Premises;</p> <p>4.2.7 the Premises comply with the Building Amendment Regulations 2009 for smoke alarms and have at least two RCDs fitted to protect the power point and lighting final sub-circuits to comply with the Electricity Regulations 1947.</p> <p>4.2.8 if the Lessor is notified of the need for an urgent repair to the premises as to which section 43 of the Act applies, the Lessor will ensure that the necessary repairs are carried out by a suitable repairer as soon as practicable.</p> <p>4.2.9 the minimum standards of security will be provided and maintained at the Premises as prescribed in the Act.</p> <p>4.3 The Owner acknowledges its obligation under the Residential Tenancies Act 1987 to comply with all building, health and safety laws.</p> <p>Lessor Indemnities</p> <p>4.4 The Lessor indemnifies and will keep indemnified the Property Manager against all liability or loss arising directly or indirectly from, and any costs, charges, late fees and expenses (including, but not limited to any loss of Property Manager's Fees and Expenses) incurred in connection with or attributable to:</p> <p>4.4.1 any breach of this Agreement by the Lessor;</p> <p>4.4.2 the failure by the Lessor to provide adequate instructions to the Property Manager in respect of any matter arising under this Agreement or to provide adequate monies to the Property Manager to enable the Property Manager to properly carry out the Property Manager's obligations under this Agreement;</p> <p>4.4.3 any loss or damage whatsoever to the Premises or to any goods and chattels on the Premises, or injury to any person accessing the Premises;</p> <p>except to the extent such liability is attributable to the negligence or default of the Property Manager.</p> <p>4.5 The indemnities contained in clause 4.4 survive the expiration or termination of this Agreement.</p> <p>Lessor Acknowledgments</p> <p>4.6 The Lessor acknowledges that:</p> <p>4.6.1 the Property Manager may receive an offer of or receive a commission, fee or reward from another party in regard to the performance of the duties or functions to be carried out by the Property Manager and the Lessor consents to the Property Manager receiving such commissions, fees or rewards as notified by the Property Manager in writing;</p> <p>4.6.2 the Property Manager's duties and obligations are limited to those contained in this Agreement or as otherwise agreed in writing by the parties;</p> <p>4.6.3 the Property Manager gives no warranty or other assurance as to the credit worthiness or financial status of any tenant;</p> <p>4.6.4 the Property Manager is expressly authorised by the Lessor to carry out the duties and obligations attributed to the Property Manager pursuant to this Agreement including, but not limited to, authority to carry out the activities outlined in clause 5 below;</p> <p>4.6.5 the Property Manager is expressly authorised to deduct from the Property Manager's Trust Account any monies due and payable by the Lessor to the Property Manager pursuant to this Agreement including but not limited to, the Property Manager's Fees, the Expenses, the Outgoings and any payments due under clause 3, from any monies received by the Property Manager for and on behalf of the Lessor.</p> <p>4.6.6 the Property Manager is not responsible for any damage caused by any tenant,</p> <p>4.6.7 the Lessor is responsible for the payment to service providers of repairs and maintenance that the Property Manager has issued instructions to on the Lessor's behalf.</p> <p>4.6.8 It is the Lessor's obligation to ensure a smoke alarm and at least two RCDs are installed to the Premises and maintained in accordance with the statutory regulations.</p> <p>4.6.9 It is the Lessor's obligation to ensure that action is taken as soon as practicable to organise urgent repairs to which section 43 of the Act apply.</p> <p>4.6.10 It is the Lessor's obligation to ensure that the Premises have the minimum level of security as prescribed in the Act.</p> <p>4.6.11 The Property Manager may transfer, sell or assign the Property Manager's rights under this Agreement to a third party with the written consent of the Lessor (if it is an assignment) the third party agrees to comply with the terms and conditions of this Agreement.</p>										
initials:	<table border="0"> <tr> <td>Property Manager</td> <td><div></div></td> <td>Lessor 1</td> <td><div></div></td> <td>Lessor 2</td> <td><div></div></td> <td>Lessor 3</td> <td><div></div></td> </tr> </table>	Property Manager	<div></div>	Lessor 1	<div></div>	Lessor 2	<div></div>	Lessor 3	<div></div>		
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5 Property Manager's Obligations	<p>Property Letting</p> <p>5.1 Unless otherwise specified in the Schedule, the Property Manager will:</p> <ul style="list-style-type: none"> 5.1.1 use reasonable endeavors to let or re-let the Premises (as applicable) as and when they become vacant, at the Rental range and for the preferred term specified in Item 5, or at such other rental as the Lessor from time to time may nominate in consultation with the Property Manager but in accordance with market conditions; 5.1.2 at the Lessor's expense, advertise the Premises to let in an appropriate manner; 5.1.3 interview prospective tenants and conduct any necessary checks (as determined by the Property Manager); 5.1.4 negotiate the terms and conditions of tenancy with any prospective tenants; 5.1.5 at the Lessor's expense, prepare a residential tenancy agreement, and execute such an agreement and any other documents which may be required under the Act on behalf of the Lessor. <p>5.2 Where it is agreed that certain letting obligations will not apply to this Agreement, the corresponding sub-clause of clause 5.1 will not apply.</p> <hr/> <p>Property Management</p> <p>5.3 Unless specified otherwise in the Schedule, the Property Manager will:</p> <ul style="list-style-type: none"> 5.3.1 negotiate and sign leases on behalf of the Lessor; 5.3.2 use reasonable endeavors to collect the Gross Rental and other monies (if any) from the tenants; 5.3.3 pay Outgoings from monies collected by the Property Manager, upon receiving accounts from or for the Lessor. Subject to the Property Manager holding sufficient funds in trust the Property Manager is authorised to pay the Property Manager's Fees, Expenses and the Outgoings listed in Items 7, 8, 9 and 10 relating to the Premises on behalf of the Lessor; 5.3.4 account and render statements in writing to the Lessor for all monies received, paid or appropriated and to pay all remaining monies due to the Owner as specified in Item 11; 5.3.5 inspect the Premises from time to time when deemed necessary by the Property Manager and, if requested by the Lessor, will report in writing to the Lessor on the general condition of the Premises; 5.3.6 advise the Lessor of any major damage to or accident occurring in or on the Premises as soon as reasonably practicable upon the Property Manager becoming aware of the same; 5.3.7 If the Property Manager is unable to contact the Lessor, or if the Property Manager and the Lessor agree then despite clause 5.3.6, at the expense of the Lessor, effect any maintenance or repairs to the Premises whatsoever (without regard to limits specified in item 9 of the schedule) where in the reasonable opinion of Property Manager, such maintenance or repair relates to: <ul style="list-style-type: none"> (a) <u>repairs necessary for the supply or restoration of an essential service being electricity, gas, functioning refrigerator, sewerage, septic tank or other waste water management treatment, and water including the supply of hot water; and/or</u> (b) <u>urgent repairs to avoid exposing a person to the risk of injury, exposing property to damage or causing the tenant undue hardship or inconvenience.</u> <p>provided that the Property Manager will use reasonable endeavours to contact and gain the approval of the Lessor to engage such maintenance and repairs prior to authorising such expenditure;</p> 5.3.8 at the expense of the Lessor, arrange for any device or keys to the Premises to be provided to the Tenant for the purposes of entering the Premises; 5.3.9 assist the Lessor in relation to insurance claims and other insurance matters in respect of the Premises as and when require to do so; 5.3.10 advise the Lessor if the Premises are or are to become vacant as soon as practicable after the Property Manager becomes aware of it and will seek the Lessor's instructions as to re-letting; 5.3.11 advise the Lessor as and when tenancies become due for renewal and/or expiry; 5.3.12 negotiate the terms and conditions of extensions or renewals of residential tenancy agreements with tenants; 5.3.13 assess and determine any application for assignment or subletting of a tenancy; 5.3.14 use reasonable endeavors to advise the Lessor of any known breach of terms of any residential tenancy agreement as soon as reasonably practicable upon the Agent becoming aware of it; 5.3.15 complete, sign on behalf of the Lessor and serve all application forms and notices required which may be served by the Property Manager on behalf of the Lessor under the Act; 5.3.16 at the Lessor's expense, present the Lessor's case before the Magistrates Court or any other relevant authority on behalf of the Lessor; 5.3.17 insert the date on the form "Authorisation for an Agent to Present a Party's Case"; 5.3.18 attend at the Premises as reasonably required and complete and serve any documentation, as required under the Act; 5.3.19 receive, lodge and disburse from the Security Bond and pet bond (if applicable) in accordance with the lease and the Act; 5.3.20 make Tenant Enquiries before any letting. <p>5.4 In performing its obligations under this Agreement, the Property Manager agrees to act with due care and diligence.</p> <p>5.5 Where it is agreed that certain management obligations will not apply to this Agreement, the relevant sub-clause of clause 5.3 will not apply.</p>
6 Property Managers Fees and Expenses	<p>6.1 In consideration of the Property Manager performing its obligations under this Agreement, the Lessor must pay the Property Manager the Property Manager's Fees, and reimburse the Property Manager for the Expenses and the Outgoings (if any) pursuant to this Agreement including, but not limited to, those specified in Items 7, 8, 9 and 10. They are payable immediately upon the entitlement arising.</p> <p>In the event that the rental is paid by a third party including but not limited to an insurer, the Management Fee is payable on the portion of that rental that relates to the Term of this Management Agreement including any extension thereof, regardless of whether the payment is made to the Lessor, Property Manager or to a third party.</p> <hr/> <p>Payment of Property Manager's Fees</p> <p>6.2 Subject to clause 6.4, where the Property Manager introduces or otherwise procures for the Lessor a tenant and the Lessor then enters into an agreement to let the Premises to that tenant or to that tenants nominee, or if the Premises are let by any other means during the Term the Lessor must at that time pay to the Property Manager the Property Manager's Fees for letting the Premises.</p>
<p>initials: Property Manager <input type="text"/> Lessor 1 <input type="text"/> Lessor 2 <input type="text"/> Lessor 3 <input type="text"/></p>	

exclusive management authority for residential premises

6 Property Managers Fees and Expenses <i>(continued)</i>	<p>Payment of Expenses</p> <p>6.3 The Lessor agrees that if any residential tenancy agreement between the Lessor and a tenant introduced by the Property Manager pursuant to this Agreement is terminated or lapses by reason of the Lessor's breach or default or the Lessor being unwilling to proceed with the residential tenancy agreement, then such conduct by the Lessor will be a breach of the Lessor's obligations under this Agreement. In such circumstances the Lessor will, in addition to any other monies payable under this Agreement, be liable to pay the Property Manager as liquidated damages an amount equal to 50% of the Property Manager's Fees for letting and management which would have been payable if the residential tenancy agreement had not lapsed or terminated. The parties acknowledge that this is a genuine pre-estimate of the loss the Property Manager would incur in relation to such a breach.</p> <p>6.4 The Lessor will not be required to pay the Property Manager's Fees to the Property Manager where, during the period in which the Premises are let, this Agreement has been properly terminated.</p> <p>6.5 The Lessor must pay to the Property Manager the amount of the Expenses specified in Item 7 and actually incurred by the Property Manager.</p> <p>Review of Property Managers Fee</p> <p>6.6 The Property Managers Fees will be reviewed on the dates set out in Item 7.5 of the Schedule. Unless agreed otherwise, on the review dates the Property Managers Fees will be increased by the percentage referred to in Item 7.5 or if no figure is stated then it will be increased by multiplying the Property Managers Fee payable immediately prior to the review date ("Current Fee") by a fraction obtained by dividing the Consumer Price Index All Groups (Perth) for the quarter last published prior to the review date ("Current CPI") by the Consumer Price Index All Groups (Perth) for the quarter last published prior to the commencement of the Term (in the case of the first review) or the previous review date (in the case of each other Property Manager's Fee review).</p> <p>New fee=Current Fee x [(Current CPI-Previous CPI)/Previous CPI] Where in this clause Current Fee means the Property Manager's Fee payable immediately prior to the Review Date Current CPI means the Consumer Price Index All Groups (Perth) for the quarter last published prior to the Review Date Previous CPI means the Consumer Price Index All Groups (Perth) for the quarter last published prior to the commencement of the Term or the previous Review Date</p> <p>Fee Disputes</p> <p>6.7 If the Lessor disputes the fee payable to the Property Manager on the grounds that it is unjust the Lessor may refer the dispute to the Commissioner for Consumer Protection for assistance or the Real Estate Institute of Western Australia (Inc.) for arbitration.</p>
7 Goods and Services Tax (GST)	<p>The Property Manager and the Lessor acknowledge and agree that:</p> <p>7.1 If GST applies to any supply made under or in connection with this Agreement by either the Property Manager, the Lessor or a third party:</p> <p>7.1.1 the Property Manager may, in addition to any amount or consideration expressed as payable in respect of the supply, recover from the Lessor an additional amount on account of GST; and</p> <p>7.1.2 the Lessor will pay to or reimburse to the Property Manager or to a third party (as the case may be), any additional amount on account of any GST that is or was incurred, paid or payable by the Property Manager and/or the Lessor in respect of that supply; and</p> <p>7.1.3 the amount payable by the Lessor to the Property Manager or to a third party in respect of that supply will be increased by the product of:</p> <p>7.1.3.1 the rate at which GST is imposed at that time; and</p> <p>7.1.3.2 the amount or consideration payable for the relevant supply.</p> <p>7.1.4 the Lessor will pay any additional amount on account of GST at the same time as the payment for the relevant supply is payable or at another time as directed by the Agent.</p> <p>7.2 The Lessor agrees to pay and indemnify the Property Manager against any taxation penalties and/or interest that may be charged or levied against the Property Manager in respect of any GST liability under or in connection with this Agreement.</p> <p>7.3 If for any reason any supply made under or in connection with this Agreement is not GST free or input taxed (as the case may be) as contemplated by the parties, then the Lessor will on demand pay to the Property Manager by way of further consideration for the supply, an amount calculated in the manner specified in clause 7.1 including any penalties and/or interest incurred by the Property Manager under the GST Law.</p> <p>7.4 Clause 7 shall survive the expiration or termination of this Agreement.</p>
8 Information Collection Notice Privacy Act 1988 Australian Privacy Principle 5	<p>The Agent (whose contact details appear on this form) collects the personal information provided in this form in compliance with the provisions of the Privacy Act 1988 and the Australian Privacy Principles. The Agent collects this information to enable it to provide the services and benefits the subject of this form and to enable it to conduct its business. Further details regarding the purposes for which the information is collected, the disclosures that are usually made of personal information collected by the Agent, the situations where the Agent is required to collect information by law, and any disclosure of information that may be made by the Agent overseas, can be obtained from the more detailed collection notice on the Agent's website. The Agent's privacy policy may also be accessed on that website. If the information collected in this form is not provided, the Agent may not be able to provide its services as effectively. Individuals who wish to access or correct information held about them or who wish to make any complaint regarding privacy should contact the Agent's privacy officer.</p>
9 Disputes	<p>The Lessor has the right to refer any dispute that arises with the Property Manager to a number of different institutions. Depending upon the nature of the dispute these institutions may include the Commissioner for Consumer Protection, the civil and criminal legal systems, the Western Australian Department of Consumer and Employment Protection and the Australian Competition and Consumer Commission.</p>
10 Additional Conditions	<p>This Agreement includes the additional terms and conditions as specified in Item 13 and any annexures.</p>
11 General	<p>11.1 This Agreement is governed by and construed in accordance with the laws from time to time in force in Western Australia and the parties submit to the non-exclusive jurisdiction of the Courts of that State.</p> <p>11.2 If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable in law, then in such case the parties hereby request and direct such court to sever that provision from this Agreement.</p>
	<p>initials: Property Manager <input type="text"/> Lessor 1 <input type="text"/> Lessor 2 <input type="text"/> Lessor 3 <input type="text"/></p>

Annexure to Schedule
APPROVED BY THE REAL ESTATE INSTITUTE OF WESTERN AUSTRALIA INCORPORATED
FOR THE EXCLUSIVE USE OF REIWA MEMBERS

This Annexure page is to be used only if there is insufficient space in the Schedule.
Please insert the relevant corresponding Item number and heading.
List items, with appropriate sub-headings and cross reference with terms of the Agreement.

ITEM	Description:
	Lessor(s) is to adhere to our zero tolerance policy & systems regarding rent and account arrears.

initials:

Property Manager

Lessor 1

Lessor 2

Lessor 3

Annexure to Schedule
APPROVED BY THE REAL ESTATE INSTITUTE OF WESTERN AUSTRALIA INCORPORATED
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Please insert the relevant corresponding Item number and heading.
List items, with appropriate sub-headings and cross reference with terms of the Agreement.*

ITEM	Description:

initials:

Property Manager

Lessor 1

Lessor 2

Lessor 3

exclusive management authority for residential premises



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PROPERTY INFORMATION

For the Property at

Date of Handover Settlement

Currently: Vacant ☐ Tenanted ☐ Fixed Term ☐ Periodic ☐

Expiration date of fixed term

Current Property Managers

Keys and remotes

House ☐ Duplex ☐ Villa ☐ Townhouse ☐ Apartment ☐ Unit ☐

Furnished ☐ Unfurnished ☐

Single Level ☐ Two storey ☐ No in complex

Facilities: Security gates ☐ Gym ☐ Sauna ☐ Spa ☐ Pool ☐ Tennis Court ☐

Bedrooms Bath Toilets Living Areas

Kitchen ☐ Kitchen/meals ☐ Kitch/meal/fam ☐

Hot plates: Gas ☐ Electric ☐ Induction ☐ Oven: Gas ☐ Electric ☐

Make,model & serial no. Make,model & serial no.

Dishwasher ☐ Make,model & serial no.

Gas bayonet: ☐ Located in:

Patio ☐ Enclosed yard ☐

Pool ☐ Below ground ☐ Above ground ☐ Saltwater ☐ Chlorine ☐ In-pool cleaner ☐

Pool pump/filter make, model & serial no.

Parking ☐ 1 ☐ 2 ☐ 3 ☐ On road ☐

Garage ☐ Carport ☐ Undercover ☐ Car bay ☐ Door: remote/manual ☐

Hot water system: ☐ Gas storage ☐ Electric ☐ Solar ☐ Heat Pump ☐ Instantaneous gas ☐

Make, model & serial no. Warranty: 5 years ☐ 10 years ☐

Air conditioner: Ducted ☐ Split System ☐ Reverse cycle ☐ Cooling only ☐ Ceiling fans ☐

Reticulation: Bore ☐ Mains ☐ Shares bore ☐ Auto ☐ Manual ☐

Mains Powered Smoke Alarm(s) ☐ Long Life Battery Smoke Alarm (no wall cavity) ☐ RCD (x2) ☐

Security: Window locks ☐ Dead locks ☐ Security doors ☐ Roller shutters ☐ Security windows ☐

Outside front light ☐

Security alarm ☐ Code: Monitoring ☐ Tenant to pay ☐ Lessor to pay ☐

Sewerage: Sewer ☐ Septic ☐

Septic tanks decommissioned Yes ☐ No ☐

Sheds: ☐ Solar panels ☐

Included in Rent: Lawn Mowing Yes ☐ No ☐

Gardening Yes ☐ No ☐

Pool Service Yes ☐ No ☐

Pool Chemicals Yes ☐ No ☐

Areas excluded from Lease

Items under warranty

Instruction manuals:

Pets: Yes ☐ No ☐ Inside ☐ Outside ☐ Type

Smokers: Yes ☐ No ☐ Inside ☐ Outside ☐

initials:

Property Manager

Lessor 1

Lessor 2

Lessor 3

exclusive management authority for
residential premises



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For the Property at

(address)

EXECUTED AS AN AGREEMENT

Dated this day of 20 .

Signed by or on behalf of the **Lessor**

If a corporation, then the Owner executes this Agreement pursuant to s.127 of the Corporations Act

Name

Signed by or on behalf of the **Lessor**

Name

Signed by or on behalf of the **Lessor**

Name

Signed for and on behalf of the **Property Manager**

RECEIPT

The Owner acknowledges receipt of a copy
of this Agreement

Lessor's initials: Dated:

Lessor's initials: Dated:

Lessor's initials: Dated:

OFFICE USE ONLY

Copy of Agreement provided to Owner

Property Manager's initials Dated:

Lessor - PLEASE NOTE

1. REIWA recommends that you should not sign any document unless you are satisfied that you understand its terms.
2. Use of this Agreement by a non-member of REIWA is a breach of Copyright.

NOTE: ALL PARTIES SHOULD INITIAL ALL PAGES

initials: **Property Manager****Lessor 1****Lessor 2****Lessor 3**