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**Owners Handbook**

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| **Welcome to our Agency** |

**Rental Results** is a dynamic and energetic specialist Property Management company, focused on providing the best service, advice and support to you and your investment.

**We continually invest** in our team’s professional development and learning, along with our systems, procedures and technology to ensure that we are able to provide our clients with the highest level of service.

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| **Our Team and Our Services** |

# To be presented like this: http://www.rentalresults.com.au/our-team/

# Our Team



### Lauren Robinson – Principal Licensee

Lauren is the Director of Property Management for Rental Results and has over 13 years experience in the property management industry. Committed to learning and extending her knowledge Lauren has completed a Bachelor of Business Majoring in Marketing, a Certificate IV in Property Services (Real Estate) and is a licensed real estate agent.

Lauren holds a reputation for consistently achieving excellent results within the dynamic areas of residential rental properties and portfolio management. It is her professional approach and strong focus on customer service that sets her apart. She is especially focused on building strong relationships with owners and tenants alike, building trust through clear and detailed communication, prompt follow-ups and a highly organised approach to client management.

She enjoys the many challenges that she faces on a daily basis in her role and thrives on being able to help clients with all aspects of real estate. Lauren is setting the bar when it comes to customer service in the property management industry.



### Andrea Cronin – Trust Account Administrator

Qualified and experienced property professional having over 14 years experience in the real estate industry, making trust account management her specialty. Andrea provides an unprecedented level of quality and professionalism. She feels privileged to be trusted with the responsibility of assisting clients to achieve their financial goals. Andrea’s extensive experience as well as being an investor herself enables her to service all clients to a higher level of understanding whilst being extremely attentive to detail. With an in-depth knowledge of all facets of property trust accounting, Andrea understands what it takes to get the best possible outcome, focused on providing premium service in every instance.



### Daphne Harrip – Senior Property Manager

Daphne is highly organised and professional in her approach to property management. She consistently delivers her clients with the highest possible results and always delivers outstanding customer service.

Daphne is extremely thorough in her inspections and is quick to respond to any maintenance and repair issues. She thrives on the fast faced and challenging environment that Property Management provides on a daily basis.



### Bianca Skene – Leasing Manager

Bianca entered the real estate industry 5 years ago and is passionate about property and property management. She is a young professional striving towards achieving the best attainable results in all that she does to achieve maximum success. Bianca is highly organised and conscientious and as the Leasing Manager she understands the importance of careful tenant selection, thorough application processing and clear communication with our clients and tenants alike. In this ever changing, fast paced industry Bianca prides herself on her determination to stay atop market trends with a desire to aim high. Bianca is extremely career focused and her positive nature and enthusiastic personality is a great asset to our team.



### Claudia Mohapel – Senior Property Manager

Claudia is proud to deliver outstanding customer service with informed, honest advice to tenants and landlords alike. She thoroughly enjoys the fast paced and challenging environment that property management provides on a daily basis, combining over 3 years experience within the industry and a Bachelor of Business majoring in Finance. Claudia is always mindful that Asset Management is the primary focus of the role and that it is vital a property is well cared for while being tenanted and that owners are seeking to make solid, long-term returns on their investment property. Claudia has a passion for real estate and is active in keeping up to date with what is happening in the local market and maintaining an in-depth knowledge of the industry.



### Guilly Rose Bausin – Administration Assistant

Guilly is the company’s support assistant. Resourceful and diligent, she performs administrative, as well as marketing tasks such as website and social media management, to ensure that the company reaches both its existing and potential clients on a more personal level.

Having a positive outlook, Guilly sees challenges as opportunities for learning and improving herself professionally.

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| **What do we do for our management services?** |

Our agency manages the tenancy relationship and relevant tenancy matters on your behalf.

Below are some of the main services we carry out on your behalf as your managing agent;

* Showing your property
  + Organising inspections to show the property to prospective tenants.
* Advertising your property
  + Using resources such as real estate websites and the agency rent list.
* Processing tenancy applications
  + Verification and assessment of the tenant’s ability to pay rent and ability to care for the property including tenancy database checks.
* Lodging rental bonds to the Government Authority (RTA) on your behalf
  + It is a legal requirement that rental bonds paid by a tenant be paid to the RTA (Residential Tenancies Authority) within 10 days of monies being received. Bonds can be no more than 4 x the weekly rent if the rental weekly value is $700 per week or less. If the rental property is over $700 per week, the bond total amount is not limited and is negotiable between the parties.
* Completion of the required tenancy documents to commence the tenancy on your behalf
  + The RTA Form 18a – the General Tenancy Agreement
    - This must be given to the tenant prior to monies being taken.
  + The RTA Form 1a – the entry condition report
    - One copy must be provided to the tenant on or before the day they take possession. The tenant has 3 days in which to sign and return a copy with any additional comments. We will forward a copy to you for your records and discuss any matters if applicable.
  + The RTA Form 17a – the Information Statement
    - A guide to renting booklet provided by the RTA that we on your behalf a required to provide to tenant when giving the agreement for signing (a copy is provided as part of this guide package). The booklet is required by law to be given to tenants when the agreement is given for signing.
  + Body corporate by-laws (if applicable)
    - Our agency on your behalf, provide the body corporate by laws (if applicable) to your tenants in compliance with legislative requirements. It is a legal requirement that body corporate by laws be given to tenants when the tenancy agreement is given for signing.
  + Trust account receipt for rent and bond monies paid
    - Lodge the bond with the Government authority as required by law.
    - RTA Form 2 – bond lodgement form completed and lodged with Government.
* Accounting on your behalf
  + Payment of invoices for maintenance and other instructed matters.
  + Disbursement of rental trust funds.
* Rent arrears
  + Daily rent arrears administration and monitoring.
  + Issuing of required statutory notices as required and if applicable.
  + Communication with the tenant and the lessor as required.
* Maintenance negotiation
  + Notifying the lessor of maintenance (as per management agreement instructions)
  + Communication with the tenant
  + Organising a suitable contractor
  + Providing a work order to the contractor
  + Following up as required
  + Payment of invoice
  + Accounting to the lessor accordingly.
* Tenancy renewals and negotiation
  + Contacting the lessor to verify instructions such as to renew the lease or to provide notice to the tenant to vacate
  + Making the renewal lease offer to the tenant
  + Negotiating rent increases if applicable
  + Following up the tenant
  + Tenancy paperwork – a new Form 18a – General Tenancy Agreement
  + Lodging bond increases if there has been a rent increase upon renewal as required.
* Carrying out general routine inspections during a tenancy
  + Issuing the required RTA Form 9 entry notice allowing the required statutory time frame to enter the property
  + Carrying out the inspection including travel time
  + Completing the best practice inspection report and providing it to the lessor
  + Following up tenants or the lessor as required and if necessary.
* Carrying out the final inspection upon the ending of the tenancy
  + Statutory and best practice letter and procedure requirements.
  + Inviting the tenant to the final inspection if required.
  + Carrying out the final inspection to ensure that the property is returned in the same condition as it was found – except for fair wear and tear as per standard term 37 of the General Tenancy Agreement (section 188 (4) of the RTRA Act).
  + There is no legal definition for fair wear and tear. It is important to consider and take into account what will occur at the property with normal living conditions. The property may not be kept in the same condition as it was when it was first rented and as you have last seen it as over a period of time usual aging and deterioration will occur.
  + Our reports will keep you informed of the properties natural progression and any matters that are deemed damage and not wear and tear will be discussed with the lessor, negotiated and managed by us with the tenant on your behalf.

**37 Condition premises must be left in – s 188(4)**

At the end of the tenancy, the tenant must leave the premises,

as far as possible, in the same condition they were in at the

start of the tenancy, fair wear and tear excepted.

*Examples of what may be fair wear and tear –*

wear that happens during normal use changes that happen with ageing

* + Negotiating any outstanding items such as cleaning with the tenant that may be required to be undertaken to return the property in accordance with the entry condition report.
  + Negotiating and coordinating the bond refund with the tenants in liaison with the lessor.
  + Tribunal representation (as required) on behalf of the lessor client.

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| **The management agreement** |

We are required as per the *Property Occupations Act* to enter into a management agreement with clients before any services can be carried out. The agreement is an exclusive contract with our agency. The agreement sets out both parties obligations under the management agreement and our agency fees. When the agreement is signed and dated by all parties, our agency provides you with a copy. Please ensure you review the agreement carefully and if required, seek legal advice prior to signing the agreement.

The agreement can be ended by written notice by either party giving 30 days’ notice, or if both parties agree, an earlier period. Please refer to the terms of the agreement that form part of the management agreement.

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| **Lessor/Landlord Obligations** |

Common law and Queensland legislation requires that landlords (referred to as the lessor in the *Residential Tenancies and Rooming Accommodation Act* *2008 Qld –* the RTRA Act) provide a property that is safe, clean and fit for the tenant to live in. Lessors are further required to ensure that the property complies with all relevant health and safety laws and is generally free from risk or harm. If inclusions such as dishwashers and air conditioners are included in the property they must be maintained accordingly or removed prior to the tenancy commencing to alleviate any possible disputes and or non-compliance of the legislation.

Lessors are required and encouraged to disclose all material facts and relevant information to their agent about the property and property history. Some of these material facts may be required to be passed onto to the tenant. This may include for example that the property is heritage listed, a natural or unnatural death occurred at the property in the past (if known), there is an easement which allow the energy company access to the rear of the yard or any other relevant matter. A landlord disclosure statement forms part of the management agreement provided to you from our agency.

Please refer below to the legislative requirements for lessors generally;

**185 Lessor’s obligations generally**

(1) This section does not apply to an agreement if—

(a) the premises are moveable dwelling premises consisting only of the site for the dwelling; and

(b) the tenancy is a long tenancy (moveable dwelling).

(2) At the start of the tenancy, the lessor must ensure—

(a) the premises and inclusions are clean; and

(b) the premises are fit for the tenant to live in; and

(c) the premises and inclusions are in good repair; and

(d) the lessor is not in breach of a law dealing with issues about the health or safety of persons using or entering the premises.

(3) While the tenancy continues, the lessor—

(a) must maintain the premises in a way that the premises remain fit for the tenant to live in; and

(b) must maintain the premises and inclusions in good repair; and

(c) must ensure any law dealing with issues about the health or safety of persons using or entering the premises is complied with; and

(d) if the premises include a common area—must keep the area clean.

*Editor’s note*—

See section 217 (Notice of damage) for the tenant’s obligations to notify

the lessor about damage to premises and the need for repairs.

(4) However, the lessor is not required to comply with subsection (2)(c) or (3)(a) for fixtures attached to premises, and inclusions supplied with premises, (the ***non-standard items***) if—

(a) the lessor is the State; and

(b) the non-standard items are specified in the agreement and the agreement states the lessor is not responsible for their maintenance; and

(c) the non-standard items are not necessary and reasonable

to make the premises a fit place in which to live; and

(d) the non-standard items are not a risk to health or safety;

and

(e) for fixtures—the fixtures were not attached to the premises by the lessor.

(5) In this section—

***premises*** include any common area available for use by the tenant with the premises.

**Body Corporate By-Laws (if applicable)**

If your investment has body corporate by-laws, a copy of the by-laws is required to be provided to our agency prior to the property being let to tenant. Section 69 of the RTRA Act requires that by-laws be provided to tenants when the agreement is given to the tenant for signing.

**69 By-laws**

If by-laws under the *Body Corporate and Community Management Act 1997* or *Building Units and Group Titles Act 1980* are to apply to the occupation of premises by a tenant, the lessor or lessor’s agent must give the tenant a copy of the relevant by-laws, when giving the written agreement to the

tenant for signing.

Maximum penalty—20 penalty units.

**Pest Control**

It is a contractual term of the management agreement that lessors have their investment property treated for general pest control annually or as required. This pest control is generally for spiders, cockroaches, silverfish and ants. Section 185 of the RTRA Act also requires lessors to ensure their property is safe and fit to live in.

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| **Title Search** |

As part of listing your property with our agency, a title search is required to be carried out to verify ownership and the property description. The title search is charged to the owner at cost (for reimbursement) and of course, you as the owner receive a copy of the search that is carried out by our agency and we retain a copy for our records with the management agreement. It is important particularly that the ownership is verified and the correct names are demonstrated on the management agreement, the tenancy rental agreement and the trust account statements**. We also require identification of all parties to the management agreement. This is for our agency risk management plus your protection in mind.**

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| **Legal Impediment** |

It is recommended that if you have a mortgage over the property that disclosure is made to the mortgagee regarding the property being an investment. It is further recommended to advise any relevant insurance companies also that the property is a rental investment.

All rooms, granny flats, garden shed or decks etc. should be approved by the appropriate authorities. For example, the Building Code of Queensland states the following;

*A garage is classified in the BCA (Building Code of Australia) as non-inhabitable building. To use or convert a garage to a habitable room, building approval is required and will have to comply with the standards outlined in the BCA Volume 2. For e.g. a minimum room height is 2.4m for a habitable room.*

This also extends to all facets of the property having appropriate approvals and if applicable local council registration.

The RTRA Act (Qld) sets out in section 181 that the lessor must ensure that there is no legal impediment to the property. Also section 20 of the PO regulations requires property managers to take reasonable steps to verify that facts about the property to avoid error, omission, exaggeration and misrepresentation.

For example, if there is any chance or history of flooding, we must ensure that this information is passed on to tenants and they are advised not to use the area for storage.

**20 Finding out or verifying facts material to the sale of property (agency legislation)**

(1) An auctioneer appointed to sell property must take reasonable steps to find out or verify the facts material to the sale that a prudent auctioneer would have found out or verified to avoid error, omission, exaggeration or misrepresentation.

(2) The steps must be taken before the auctioneer auctions the property and afterwards as the occasion arises.

(3) A real estate agent appointed to sell, purchase, exchange or lease property must take reasonable steps to find out or verify the facts material to the sale, purchase, exchange or lease that a prudent real estate agent would have found out or verified to avoid error, omission, exaggeration or misrepresentation.

(4) The steps mentioned in subsection (3) must be taken before the agent lists the property and afterwards as the occasion arises.

**181 Legal impediments to occupation as residence – RTRA Act (lessor legislation)**

(1) The lessor must ensure there is no legal impediment to occupation of the premises by the tenant as a residence for the term of the tenancy.

(2) Subsection (1) applies only to legal impediments the lessor knew about, or ought reasonably to have known about, when entering into the agreement.

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| **Vacant possession requirements** |

It is a requirement under the RTRA Act that the tenant is provided vacant possession of the premises on the day they become lawfully entitled to occupy.

It is strongly recommended that complete possession of the property be given; meaning that sometimes lessors may consider using a part of the property to store personal belongings etc. This is fraught with danger and risk in the event particularly of fire, theft or burglary. It is recommended that storage of your own belongings not be kept at the property and are removed.

Please seek insurance advice if you choose to leave some personal belongings behind at the property. We will also require a special term drafted by you as the lessor or a solicitor to include in the tenancy agreement if the tenant does not have exclusive right of occupation of the premises.

**182 Vacant possession**

(1) The lessor must ensure the tenant has vacant possession of the premises on the day the tenant is entitled to occupy the premises under the agreement.

(2) Subsection (1) does not apply to any part of the premises to which the tenant does not have a right of exclusive occupation.

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| **Tenant Selection and Discrimination** |

**Tenancy Application Forms**

Our agency has a strict tenancy application process. All applicants (prospective tenants) must complete our best practice application form (a copy is available upon request) and provide 100-point identification, proof of income, personal references and proof of previous living arrangements. We verify the applicant’s details as part of application processing process and will discuss all tenancy application offers with you. What we are seeking from the tenant on your behalf is sound evidence of the following;

* The applicants’ ability to pay the rent for the property; and
* The applicants’ ability to care for the property.

Please note that the RTRA Act allows for a minor (a person under the age of 18) to apply for a property in their own right. Of course, as with all applicants, minors would be assessed the same ways as adults with appropriate and sufficient evidence of meeting the criterion mentioned above will be taken into consideration.

**Discrimination Law**

Queensland Discrimination law states that it is unlawful to discriminate against people with the following attributes;

**The Anti-Discrimination Act 1991 says that it is against the law to discriminate against people**

**because of their:**

➤ family responsibilities

➤ sexuality

➤ gender identity

➤ sex (whether they are female or male)

➤ relationship or parental status (whether they are

married, single, widowed, divorced, separated or living with someone as if they were married (de

facto, including same sex de facto), and whether they have children or not)

➤ race

➤ age (whether they are young or old)

➤ impairment (whether they have or have had a physical, intellectual, psychiatric or mental disability, injury or illness, including whether they are HIV+, or use a guide dog, wheelchair or some other remedial device)

➤ religious belief or activity

➤ political belief or activity

➤ trade union activity

➤ lawful sexual activity (a lawfully employed sex worker)

➤ pregnancy or breastfeeding

➤ association with or relation to someone who has any of these listed attributes or personal

characteristics

Whilst we understand that your investment is your property, it is against the law for our agency to accept illegal instructions based on the above attributes. It is however not unlawful to state how many people you wish to live at your property, whether you allow smoking or if you allow pets (unless a guide dog) in the property. This will be discussed further with you upon signing of the management agreement to obtain your instructions in this regard. Illegal instructions cannot be accepted.

**Pets**

As a lessor, you have the right to accept or refuse pets at your investment property. If your property is a house with suitable fencing, it is recommended that consideration be given to allow a pet at the property, as this type of property may attract people with pets therefore broadening your options in the market place and making your property more appealing to many.

You can request a special term that tenants are to keep the pet/s outside only or if you allow pets to be inside this can occur. Also a special term will be added to the tenancy agreement to require tenants to carry out pest control for fleas upon ending the tenancy.

**Smoking**

As a lessor, you have the right to have a special term in your tenancy agreement that there is to be no smoking inside the property. Please note that the tenant has a right by law (section 183 RTRA Act) to have peace, comfort and privacy at the property which is often interpreted to include the right to smoke outside the property. Terms that require outright no smoking at the property are difficult to enforce and also could be in breach of the section 183 provision mentioned above.

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| **Smoke Alarms and Safety Switches** |

**Smoke Alarms**

It has been a requirement in Queensland since July 1 2007 for smoke alarms to be installed in all properties (houses and units). This includes all owner occupied and rental properties. Every property listed for sale and/or rented in Queensland must have minimum smoke alarms installed.

Smoke alarms in all properties must be in working order at all times. For rental properties, lessors have further requirements and obligations in relation to cleaning, testing and battery maintenance. Tenants also have responsibilities. The Legislation which governs these requirements is the *Fire and Emergency Services Act 1997* (Qld).

Every lessor in Queensland must ensure that the minimum required smoke alarms are installed in the property. The alarms can either be 9volt battery operated, or 10 year lithium battery operated or hard wired alarms. For more information about the number, position and type of alarms, visit [www.fire.qld.gov.au](http://www.fire.qld.gov.au).

The lessor/agent must (arrange) to clean and test all smoke alarms in the rentals property within 30 days before the start of the tenancy commencing; this includes a tenancy renewal. The key word for compliance and risk management is that the cleaning and testing of all alarms in the property must be carried out before a new tenancy starts, and/or before a renewal tenancy agreement commences. At the time of cleaning and testing alarms, if it is found that any battery is flat, or almost flat, they must be replaced. We can arrange suitable contractors to carry out this service on your behalf.

If upon cleaning and testing, the lessor/agent becomes aware of any alarm that is not in working order, the lessor/agent must immediately remedy any alarm that is not working (as an emergency repair).

Tenants have an obligation to advise the lessor/agent immediately if they become aware that any alarms are not in working order. The tenant is responsible for cleaning and testing any/all alarms at least once in a 12 month period. (This provision only applies for tenancy leases of 12 months or longer). If a tenancy is less than 12 months, such as 6 months and it is renewed, the lessor is responsible for cleaning and testing alarms prior to the new tenancy (renewal) taking effect.

If the tenant becomes aware that any batteries in the alarms are flat, or almost flat (For example; they start chirping) the tenant is responsible for replacing any batteries. Our agency can assist in appointing appropriate contractors to carry out the legislative lessor requirements. Due to our risk management and own insurance restrictions, we are unable to carry out this requirement on your behalf. It is not recommended that lessors undertake this duty themselves due to risk management and liability concerns.

**Safety Switches**

It has been a requirement in Queensland since March 2008 that all rental properties have a safety switch installed to the power circuit of the property. If you are unsure, we can appoint an electrician to verify that the property complies with the relevant legislation. We cannot verify that there is a safety switch installed at the property on your behalf.

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| **Pool Safety Laws** |

The Building Act of Queensland sets out the legal requirements for pools and spas. A rental property (house or unit) with a pool cannot be rented without a pool safety certificate. In addition, all pools and spas in Queensland (regardless if they are a rental property) must be registered on the Queensland Government pool register. All Queensland properties, which includes owner occupied, must have a pool safety certificate as at 30 November 2015.

Shared pools (units generally) are required to also have the pool safety certificate in a conspicuous position at the property or on the pool gate. We recommend that you speak with the body corporate for more information in this regard.

Pool safety certificates are valid for two years from the date of issue for non-shared pools, and one year for shared pools.

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| **Tenants right and obligations** |

Tenant have obligations during the tenancy such as keeping the premises clean during the tenancy having regard to how they found it as per the entry condition report, ensure that they don’t cause damage to the property, don’t use the property for illegal purposes, do not disturb the neighbourhood and of course, to pay their rent accordingly. If the tenant fails in any of these statutory obligations, breach notices under tenancy legislation can be served to them. Breaches are discussed further in the document. General legislative information is provided below for your interest and information.

**184 Tenant’s use of premises**

The tenant must not—

(a) use the premises for an illegal purpose; or

(b) cause a nuisance by the use of the premises; or

(c) interfere with the reasonable peace, comfort or privacy of a neighbour of the tenant.

**188 Tenant’s obligations generally**

(1) This section does not apply to an agreement if—

(a) the premises are moveable dwelling premises consisting only of the site for the dwelling; and

(b) the tenancy is a long tenancy (moveable dwelling).

(2) The tenant must keep the premises and inclusions clean, having regard to their condition at the start of the tenancy.

(3) The tenant must not maliciously damage, or allow someone else to maliciously damage, the premises or inclusions.

(4) At the end of the tenancy, the tenant must leave the premises and inclusions, as far as possible, in the same condition they were in at the start of the tenancy, fair wear and tear excepted.

*Editor’s note*—

See section 217 (Notice of damage) for the tenant’s obligations to notify the lessor about damage to premises and the need for repairs.

If tenants wish to attach fixtures such as picture hooks, window air conditioning or make any changes to the property, the relevant sections from the RTRA Act are stated below. Tenants must make written request to make any alterations or changes. Our agency will forward each request to you and seek your instruction during the tenancy (if applicable). Our agency recommends that prior to renting the property, strategically placed quality hooks are placed in the property (if not already in place).

**207 Attaching fixtures and making structural changes**

The tenant may attach a fixture, or make a structural change, to the premises only if the lessor agrees to the fixture’s attachment or structural change.

**208 Agreement about fixtures and structural changes**

(1) The lessor’s agreement to the attaching of a fixture, or making of a structural change, must—

(a) be in writing; and

(b) describe the nature of the fixture or change; and

(c) include any terms of the agreement.

(2) For an agreement about attaching a fixture to premises, the terms may include terms about—

(a) whether the tenant may remove the fixture; and

(b) if removal by the tenant is allowed—

(i) when and how the removal may be performed; and

(ii) the obligation of the tenant to repair any damage caused to the premises in the removal or

compensate the lessor for the lessor’s reasonable costs of repairing the damage; and

(c) if removal by the tenant is not allowed—the obligation of the lessor to compensate the tenant for any

improvement the fixture makes to the premises.

(3) The lessor must not act unreasonably in failing to agree to the attaching of a fixture, or the making of a structural change, to the premises.

(4) If the lessor agrees to a fixture being attached, or a structural change being made, to the premises by the tenant, the tenant must not contravene a term of the agreement.

**209 Attaching fixture or making structural change without lessor’s agreement**

(1) If the tenant attaches a fixture, or makes a structural change, to the premises without the lessor’s agreement, the lessor may—

(a) waive the breach; and

(b) treat the fixture or change as an improvement to the premises for the lessor’s benefit.

(2) The lessor may take the action under subsection (1) instead of taking action for a breach of a term of the residential tenancy agreement by the tenant.

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| **Entry to the premises and notice periods** |

The RTRA Act sets out reasons for entry to inspection rental property and time frames required. A RTA Form 9 must also be used to provide notice of entry. Lessor or their agent cannot visit the property unless the correct form, required time frame and reasons for entry are valid. If an agent or lessor does inspect without the above requirements, the tenants could issue the lessor/agent with a breach notice for breaching section 183 below of the RTRA Act. There is also a three-month restriction on general inspections unless the tenant agrees to an earlier inspection during that period. The tenant does not have to agree to an inspection.

Further note; there is no legislative right to allow lessors entry to make improvements and or renovations to the property whilst a tenant is in place. The tenant may agree to the entry to make the required renovations however does not have to allow such entry during their tenancy. There is legislative requirement for entry as shown in section 192 below (RTRA Act), to carry out required maintenance and repairs to the property. **183 Quiet enjoyment**

(1) The lessor must take reasonable steps to ensure the tenant has quiet enjoyment of the premises.

(2) The lessor or lessor’s agent must not interfere with the reasonable peace, comfort or privacy of the tenant in using the premises.

Maximum penalty for subsection (2)—20 penalty units.

Section 192 of the RTRA Act (below) sets out the lawful grounds/reasons entry to the property can be made. The time frame for (1) (a) below is 7 clear days plus postage. For most other provision, the time frame is 24 hours.

**192 Grounds for entry**

(1) The lessor or lessor’s agent may enter the premises only—

(a) to inspect the premises; or

(b) to make routine repairs to, or carry out maintenance of, the premises; or

(c) if repairs or maintenance have been made or carried out under paragraph (b)—within 14 days after the completion of the repairs or maintenance, to inspect the repairs or maintenance; or

(d) to comply with the Fire and Rescue Service Act 1990 in relation to smoke alarms; or

(e) to comply with the Electrical Safety Act 2002 in relation to approved safety switches; or

(f) to show the premises to a prospective buyer or tenant; or (g) to allow a valuation of the premises to be carried out; or

(h) if the lessor or agent believes, on reasonable grounds,

the premises have been abandoned; or

(i) if the lessor or agent has given the tenant a notice to remedy a breach of the agreement that is a significant breach—within 14 days after the end of the allowed remedy period, to inspect to ascertain whether the tenant has remedied the breach; or

(j) if the tenant agrees; or

(k) in an emergency; or

(l) if the lessor or agent believes on reasonable grounds that the entry is necessary to protect the premises or inclusions from imminent or further damage.

Example of entry in an emergency under paragraph (k)— to make emergency repairs to the roof of the premises

(2) In this section—

significant breach, for a notice to remedy breach, means a breach relating to any of the following—

(a) using the premises for an illegal purpose;

(b) the number of occupants allowed to reside in the premises;

(c) keeping a pet on the premises;

(d) another matter, if the reasonable cost of rectifying the matter exceeds 1 week’s rent for the premises.

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| **General Routine Inspections** |

Our agency carries our regular property inspections on your investment. This management services are carried out at least twice per year. Please refer to the management agreement terms for more information. We also carry out entry and exit inspections as required. The RTRA Act only allows general inspections to be carried out once every three months unless the tenant agrees otherwise.

We provide you with a best practice written visual inspection report of the inspection. Given that our agency are not builders, engineers, architects or any other type of profession (other than a property agent) we cannot provide any other service during these inspections (and otherwise) then visual best practice advice.

The inspection reports will advise any obvious or reported defects carried out visually only plus maintenance concerns advised by the tenant. Written advice regarding the tenant acting in accordance with the terms of the tenancy agreement will also be provided.

If any action is required, we will request your written instruction or act according to the management agreement instructions. For example, if there is routine maintenance to be carried out such as built in roller doors not rolling properly, kitchen hinges need replacing due to age, doors getting jammed etc., we shall carry out the required works on your behalf and appoint a suitable contractor to attend. We shall advise you that this has occurred. Also if the tenant is required to undertake certain matters such as cleaning or yard maintenance, this will be actioned and followed up plus reported to the lessor.

We cannot instruct the tenant on how to live as such; we can however instruct the tenant to carry out certain tasks if the situation is causing possible damage or actual damage to the property. For example; if the tenant is allowing mould to build up in the shower (grout), we will advise them to clean it as left unattended could cause long term damage. Another example is excessive oil splatters around the stove area; if left unattended it could stain and damage the area.

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| **Maintenance obligations – emergency and routine** |

The RTRA Act sets out the legislative definition of what is an emergency repair and what a routine repair is as demonstrated below. Section 185 (discussed earlier) requires that lessors maintain their properties and inclusions. Emergency repairs (as defined) must be dealt with immediately and routine repairs within a reasonable time frame.

In relation to an emergency repair, it must be dealt with urgently. We will contact you and advise of the emergency and provide advice to you. In the absence of your instructions (such as we cannot reach you via phone), we shall act in your best interests and attend to the repair; particularly in matters of possible or high risk such as safety matters at the property. The tenant has a right under the RTRA Act to spend up to two weeks rent in an emergency repair situation but also if they have been unable to contact the lessor/agent or the lessor has not responded and attended to the emergency repair within a reasonable time frame.

**214 Meaning of *emergency repairs***

***Emergency repairs*** are works needed to repair any of the

following—

(a) a burst water service or a serious water service leak;

(b) a blocked or broken lavatory system;

(c) a serious roof leak;

(d) a gas leak;

(e) a dangerous electrical fault;

(f) flooding or serious flood damage;

(g) serious storm, fire or impact damage;

(h) a failure or breakdown of the gas, electricity or water

supply to premises;

(i) a failure or breakdown of an essential service or

appliance on premises for hot water, cooking or heating;

(j) a fault or damage that makes premises unsafe or

insecure;

(k) a fault or damage likely to injure a person, damage

property or unduly inconvenience a tenant of premises;

(l) a serious fault in a staircase, lift or other common area

of premises that unduly inconveniences a tenant in

gaining access to, or using, the premises.

**215 Meaning of *routine repairs***

***Routine repairs*** are repairs that are not emergency repairs.

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| **General Risk Management** |

Given the seriousness of maintenance matters, particularly when it comes to safety and security, it is imperative that we receive lessor instructions promptly in writing. This requirement is subject to your instructions provided in the management agreement or otherwise advised in writing. For example, we request as a general policy that lessors authorise our agency to expend on your behalf a minimum two week’s rent. We have a statutory and contractual duty to always act in your client’s best interests. We also have a duty of care to the tenants. However, it may be difficult to assist you with your statutory requirements as a lessor when we are restricted with authority.

Our role is to maximise your income and minimise your loss – you will be advised via phone, sms or email when maintenance has been reported and what we are doing or have done. You will not find out at end of month when you receive your rental statement. In the litigious world that we live in, it is imperative that we all have sound risk management practices which our agency prides itself on. Therefore, for general risk management reasons, we request prompt instructions if requested (in writing) and also authority to expend monies to attend to required maintenance legislatively required.

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| **Keys, Lock and Security** |

The RTRA Act requires that tenants be provided with a key to every lockable door or device at the property. The requirement is for one full set of keys to be given to the tenant plus entry keys to any other named tenant to allow independent access. Our agency will also require a full set of keys to be held in the office. Upon taking over management we request that two full sets be provided plus two entry set of keys. If more keys are required to be cut, we can offer the service and seek reimbursement from the lessor for the expenses incurred. The following sections below are from the RTRA Act and relate to keys and locks requirements.

**210 Supply of locks and keys**

(1) The lessor must supply and maintain the locks that are

necessary to ensure the premises are reasonably secure.

(2) If there is only 1 tenant, the lessor must give to the tenant a

key for each lock that—

(a) secures an entry to the premises; or

(b) secures a road or other place that is normally used to

gain access to, or leave, the area or building in which the

premises are situated; or

*Example of a lock for paragraph (b)*—

a lock operating a boom gate that must be passed to enter or

leave the area in which the premises are situated

(c) is part of the premises.

*Examples of locks for paragraph (c)*—

1 a lock on a door to a room in the premises

2 a lock on the mailbox for the premises

3 a lock on the door to a toolshed that forms part of the

premises

4 a lock on a built-in cupboard in the premises

(3) If there is more than 1 tenant, the lessor must—

(a) give one of the tenants a key for each lock mentioned in

subsection (2); and

(b) give each of the other tenants a key for each lock

mentioned in subsection (2)(a) or (b).

(4) In this section—

***tenant*** means a person named in the agreement as a tenant.

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| **Rent Arrears** |

Under the RTRA Act, action can only be taken against a tenant when they are seven clear days behind in their rent payments. Best practice for our agency is that we contact the tenant prior to this time and advise them of the rent payment being due. Section 280 (RTRA Act) allows our agency on your behalf to serve a breach notice to the tenant on the 8th day of arrears. Under legislation the tenant is then given the allowed remedy period (which is seven days) to pay the rent owing (plus in most cases, additional time for postage if the notice is posted). We shall advise you promptly if rent defaults occur and keep you informed of the developments until there is an outcome.

**280 Notice to remedy tenant’s breach**

(1) This section applies if the lessor believes on reasonable grounds that—

(a) the rent payable under the agreement has remained unpaid in breach of the agreement for at least 7 days; or

(b) the tenant has breached another term of the agreement and the breach has not been remedied.

(2) The lessor may give a notice to the tenant requiring the tenant to remedy the breach within the allowed remedy period.

(3) This section does not apply to an agreement for a short tenancy (moveable dwelling).

*Editor’s notes*—

See section 325 (Notice to remedy breach) for requirements for the notice.

See section 328 (Allowed remedy period) and schedule 2 (Dictionary), definition *allowed remedy period*.

If a tenant fails to remedy a breach for rent arrears (or other breach), after seeking your instructions, our agency on your behalf can then issue the tenant with a RTA Form 12 Notice to leave for failure to remedy the breach. The Notice to Leave period for rent arrears is a further 7 days; a Notice to leave for other than rent arrears is 14 days (plus postage if posted). This means that the tenancy will be terminated due to the breach.

If the Notice to leave is withdrawn, we are required on your behalf to withdraw the notice in writing to the tenant and seek their written agreement to do so (section 333 of the RTRA Act). Regrettably of course ‘bad things can happen to good people’ and by this we mean that sometimes life situations such as job loss, marriage or partnership breakdowns, deaths and other societal issues may cause people to act outside character causing them to default on their obligations. Landlord Protection Insurance is strongly recommended and discussed later in this guide.

**281 Notice to leave for unremedied breach**

(1) The lessor may give a notice to leave the premises to the tenant because the tenant has failed to comply, within the allowed remedy period, with a notice to remedy breach given

to the tenant by the lessor.

(2) A notice to leave under this section is called a notice to leave for an ***unremedied breach***.

*Editor’s notes*—

See section 326 (Notice to leave) for requirements for the notice under this section.

See section 328 (Allowed remedy period) and schedule 2 (Dictionary), definition *allowed remedy period*.

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| **Tenancy Breaches other than rent** |

If a tenant breaches the agreement such as having unapproved pets, occupants or not keeping the premises clean during the tenancy, we always act in your best interests. In some case we may negotiate with the tenant to have the concern attended to promptly; in more serious cases we will issue a RTA Form 11 Notice to Remedy Breach to the tenant providing the allowed remedy period (which is commonly 7 days) to rectify the matter. We will advise you of the action taken and keep you informed until the matter resolved and there is an outcome.

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| **Water** |

Water charging and laws relating to water are covered in the RTRA Act. If your investment property does not have an individual water meter, water charges cannot be passed onto to the tenant as stated in the legislation.

If your property has an individual water meter and is not water efficient, the lessor must pay for a reasonable amount of water. The tenant pays the amount above the lessor reasonable contribution.

If your property has an individual water meter and is deemed water efficient, the lessor may pass on total water consumption charges to the tenant. It is strongly recommended that a plumber certificate or sufficient evidence is kept on file in the event the tenant disputes that the property is water efficient in compliance with the relevant legislation. This certificate may be required to be updated from time to time to assist the lessor in providing evidence to tenants who may request evidence that the property is water efficient as per the legislative definition.

If water is to be passed on to the tenant, we request lessors forward the account to our agency within one week for receiving. We then follow legislative process in seeking reimbursement of the cost from the tenant. Lessors should pay the account as it is in your name and not in the tenant name. The tenant is sought for reimbursement of the cost. If lessors do not pass on water bills within a reasonable time frame of receipt, the tenant may dispute the payment which could result in the matter going to tribunal. Tribunal may view that the lessor has not been reasonable in providing the account within a reasonable time period as per general obligations of the lessor under section 362 of the RTRA Act. An example of what tribunal has viewed is unreasonable is waiting until the tenant vacates the property to provide past water accounts.

The process for water charging will depend on which criterion above your property fits. Water is not a simple matter; regrettably water billing cycles never meet tenancy cycles and as water is an essential service sometimes lessors may end up paying for water bills which would part of the cost of investment.

Due to the concerns of work place health and safety plus risk management our agency does not read water meters. If you choose to charge your tenants for water as indicated above, we can appoint on your behalf a plumber or contractor to read meters accordingly such as at the beginning, during and end of the tenancy. We can provide the costs for these extra services to you upon request.

Another option is to include water in the rent such as increasing the rent a certain figure per week. Therefore, the lessor is receiving increased rent in order to cover the water bills and the tenant will not get a water bill as they are in fact paying the water off as part of their rent each week. Please discuss this with our agency if you wish to consider this option.

**What is a water efficient rental premises?**  
A rental premises is considered water efficient if certain water fixtures meet the standards listed in the table below.

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| **Water efficient devices** | **Minimum water efficient standard required** |
| Internal cold water taps and single mixer taps (excluding bathtub taps and taps for appliances) | A maximum flow rate of nine litres per minute. |
| Showerheads | A maximum flow rate of nine litres per minute. |
| Toilets | A dual flush function not exceeding six point five (6.5) litres on full flush and three point five (3.5) litres on half flush and a maximum average flush volume of four litres (based on the average of one full flush and four half flushes). |

The requirement for taps applies only to internal cold water taps that are installed over a hand basin, kitchen sink or laundry trough (including single mixer taps). The requirement does not apply to other taps in the premises such as bath tub taps, outside taps for the garden, or taps which supply washing machines or dishwashers. These taps are not required to be water efficient.

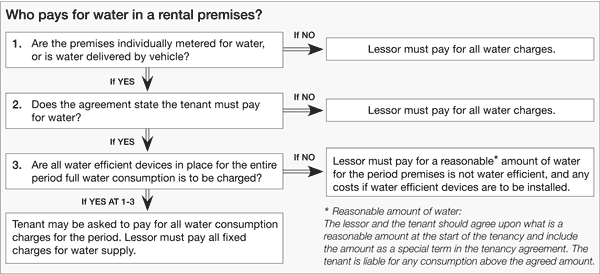
**How can the lessor/agent prove the premises are water efficient?**

At the start of the tenancy agreement, the lessor/agent and tenant should negotiate arrangements for water charging. The presence of water efficient devices should be noted on the Entry Condition Report (Form 1a).

Lessors/agents should be able to demonstrate the presence of water efficient devices where it may be unclear, such as by providing copies of:

* plumbing reports
* paperwork from 'Home WaterWise' services
* receipts
* packaging
* warranties or instruction manuals for taps and showerheads, etc.

For any water fixtures produced from 2005 onwards, the easiest way to check if they meet the required efficiency standard is to look for products with a WELS rating of three stars or higher. WELS is Australia's water efficiency labeling scheme which rates fixtures including taps, showerheads and toilets according to water efficiency - the more stars the better. To find out more about the scheme or search the registered product database, visit [www.waterrating.gov.au.](http://www.waterrating.gov.au)



Water saving tips can be found on the [Queensland Government website](http://www.qld.gov.au/).

Sourced from [www.rta.qld.gov.au](http://www.rta.qld.gov.au)

**166 Water service charges for premises other than moveable dwelling premises**

(1) This section applies to premises that are not moveable dwelling premises.

(2) The tenant may be required to pay an amount for the water consumption charges for the premises only if—

(a) the tenant is enjoying or sharing the benefit of a water service to the premises; and

(b) the premises are individually metered for the supply of water or water is supplied to the premises by delivery by means of a vehicle; and

(c) the agreement states that an amount for the water consumption charges for the premises is payable by the tenant.

(3) The tenant may be required to pay an amount for all of the water consumption charges payable for the premises for a period only if, during the period, the premises are water efficient.

(4) If during a period the premises are not water efficient, the tenant may only be required to pay an amount for the water consumption charges payable for the premises for the period that is more than an amount payable for a reasonable quantity of water supplied to the premises.

(5) Without limiting subsection (4), in deciding what is a reasonable quantity of water for subsection (4), regard must be had to the matters mentioned in section 169(4)(a) to (e).

(6) Despite subsections (2) to (5), the tenant may not, for a period, be required to pay an amount for water consumption charges for the premises that is more than the amount of the water consumption charges payable to the relevant water supplier.

(7) Also, the tenant may not be required to pay an amount of the water service charges payable for the premises for a fixed charge for the water service to the premises.

(8) For this section, premises are water efficient only if they comply with the water efficiency requirements prescribed under a regulation.

(9) In this section—

water consumption charge, for premises, means the variable part of a water service charge assessed on the volume of water supplied to the premises.

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| **The General Tenancy Agreement – Form 18a (The tenancy contract)** |

The Tenancy Agreement/Contract is a legal binding contract between you as the lessor and the tenant. We as your managing agent act on your behalf and complete and sign all necessary paperwork. Please find as part of this guide an example General Tenancy Agreement. There are two types of tenancy agreement in Queensland;

A fixed term agreement

A periodic agreement.

A fixed term agreement is a contract which has a definite start date and a definite end date. The tenancy can be renewed to another fixed term agreement at the end of the existing agreement however the agreement does not automatically end on the end date; required notices and time frames or other action must be taken to end the tenancy lawfully. If no action is taken to end the tenancy lawfully or renew the tenancy, the agreement automatically reverts to a periodic tenancy. To end the fixed term agreement, the lessor must provide two months’ written notice to the tenant on or before the end date; but the lease cannot end earlier than the end date unless all parties agree or another lawful action has occurred.

A periodic agreement is a contract which has a definite start date with no definite end date. This is commonly referred to as a month to month agreement. The only difference between a fixed term and a periodic agreement is the ending of the tenancy agreement time frames. A tenant on a periodic tenancy can provide two weeks written notice at any time and vacate the property in two weeks’ time. The lessor is required to provide 2 months’ written notice on a periodic tenancy.

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| **Special Terms to the General Tenancy Agreement** |

The Tenancy Agreement mentioned above has 44 standard terms which are the law, non-negotiable and must form part of every tenancy agreement in Queensland. Special terms are terms that are not standard terms however can be added to an agreement if they are lawful and do not contract outside legislation. An example of an unlawful term includes ‘tenants having to give 4 weeks’ notice to end the tenancy’. The law requires that they are only have to provide 2 weeks’ notice to vacate.

Under the Legal Professional Act of Queensland, we as a property agent cannot write or draft special terms to a tenancy agreement; only a lawyer or the lessor as a party to the agreement can. In saying that we use special terms from our forms provider. (Copy available upon request).

If you require additional special terms, we will require your written instruction. Another example of contracting outside legislation is a request to insert a special term that an inclusion such as a dishwasher will not be maintained or replaced if it breaks down. This cannot be inserted due to the legislative provision of section 185 previously mentioned in this guide.

**53 Contracting out prohibited**

(1) An agreement or arrangement is void to the extent to which it purports to exclude, change or restrict the application or operation of a provision of this Act about the terms of a residential tenancy agreement.

(2) A person must not enter into an agreement or arrangement with the intention, either directly or indirectly, of defeating, evading or preventing the operation of this Act.

Maximum penalty—50 penalty units.

(3) In this section—

***agreement*** includes an agreement that is not a residential tenancy agreement.

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| **Garden and Tree Maintenance and other maintenance** |

Lessors generally are deemed responsible for maintenance of trees and high shrubs. If you require the tenant to maintain any particular matter of the garden a certain way, please provide a special term of your requirements into the agreement. Regrettably tenants may not look after your garden the way you would if you were living there. It is recommended that medium to high maintenance gardens, consideration be given by the lessor in relation to future maintenance and water.

Our agency recommends that consideration be given to having regular garden maintenance as part of the rent. For example, certain monies can be added to the rent to include garden maintenance. If you require more information, please simply ask.

Matters such as gutter cleaning and house washing are generally deemed to form part of a lessor’s maintenance obligation. This is mainly due to the provision under section 185 of the RTRA Act regarding lessor obligations generally plus for best practice and sound risk management.

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| **Termination of Tenancies** |

There are seven ways a tenancy agreement can be terminated in Queensland. In brief the seven ways are under the RTRA Act are;

* Mutual agreement by all parties
* A Form 13 – Notice of intention to leave from the tenant lawfully
* A Form 12 – Notice to Leave from lessor/agent
* Abandonment
* Mortgagee in possession
* Death of a sole tenant
* An order of Tribunal.

The most common way a tenancy is ended is without grounds meaning without reason. 2 months’ written notice is required to be given to the tenant if vacant possession is required. If the tenancy is a fixed term agreement, the 2 months’ written notice cannot be given during the tenancy as the tenant has lawful possession up until the end date of the contract. The only way the tenancy could be ended earlier is mutual agreement or a break lease situation.

If during the tenancy your tenant requests to break their lease, we shall advise you promptly and explain the procedure. Generally speaking, the tenant is responsible for the rent and looking after the property until such time that the tenancy agreement ends or a new suitable replacement tenant is found and takes possession. This provision only applies if the tenant does not apply to Tribunal under excessive hardship grounds (or other reasons) to have the agreement terminated early.

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| **Tribunal** |

QCAT (Queensland Civil and Administrative Tribunal) is the jurisdiction that hears tenancy disputes (and other civil matters). If a tenancy dispute cannot be resolved via dispute resolution through the RTA (a service which is legally required in some circumstances) or self-resolution attempts within our agency are unsuccessful, a tenancy dispute can be taken to Tribunal for a legal resolution. There are two types of Tribunal application; urgent and non-urgent. These two types of applications are legally defined under the RTRA Act. We shall discuss with you in detail if during the management of your tenancy relationship, attendance of Tribunal on your behalf is required.

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| **Disbursement of Rental Funds and the Rental Statement** |

We disburse rental funds **twice per month – depending on your instructions noted on the management agreement**. The disbursements are sent to your nominated bank account unless otherwise instructed. We also provide a written statement via email demonstrating the income, expenses, fees and commissions with a total amount shown. GST is also shown on the statement.

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| **Landlord Protection Insurance** |

Landlord protection insurance is strongly recommended by our agency. Whilst every action is taken to secure suitable tenants for your investment, life changes such as job loss and marriage breakdown can sometimes lead to people acting outside their usual character. To protect your investment, and for a relatively low cost that may be a tax deduction; lessor insurance is a must for today’s investor. We are unable to provide specific insurance advice.

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| **Public Liability Insurance and Other Insurance** |

It is a contractual requirement under the management agreement that our lessors hold and maintain a Public Liability Insurance Policy of no less than $10 million dollars. We cannot begin managing the property on your behalf until the information about the insurance is provided. Public liability insurance is important to protect you and your investment.

It is strongly recommended that appropriate insurance is sought in relation to adequate building and contents insurance coverage as well. Please note that some items in your property may fall under contents insurance therefore both building and contents insurance are recommended.

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| **Budget Recommendations** |

It is recommended that monies where possible be kept aside for maintenance and general upkeep of the property. This will ensure your property is maintained in accordance with legislative obligations and sound risk management. Well maintained properties generally attract quality tenants and commonly long term tenants also.

We recommend that you try and keep around $1000 handy at all times for maintenance budget. This allows for hot water systems, stoves and other like ‘major’ items as well as the day to day routine maintenance items that are required to be done. The maintenance budget may include provision for yearly (or as required) tree lopping, gutter cleaning, house washing etc. and other matters that may be applicable to your property.

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| **Our Communication Policy** |

We pride ourselves on quality and professional services. If you phone our agency before 4pm on a business day, you will receive a return call that same day. If the call is received after 4pm, the return call may be the next business day. However, if your call is urgent, please ensure you advise when calling so that appropriate action can be taken. Effective and sound communication is a key focus of our business.

Our preferred method of communication is via email. As most instructions and communication are required to be in writing you may wish to email us also. Please provide our agency with your preferred email address, your preferred contact number and a contact number of another person you designate in the event of an emergency situation and we cannot get in touch with you.

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| **Our Privacy Policy** |

Our Agency complies fully with the Federal Privacy Act. All personal details supplied to our agency are protected and are stored in a safe environment. If you have any concerns about your privacy, please contact our Privacy Officer or the Agency Principal Licensee. Confidentiality is also assured and guaranteed.

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| The above mentioned relevant legislation is from the Residential Tenancies and Rooming Accommodation Act 2008 [www.legislation.qld.gov.au](http://www.legislation.qld.gov.au) and is current as at June 2016. |
| Reference to Tribunal means QCAT – Queensland Civil and Administrative Tribunal. |