

Coad Real Estate

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ABN: 39 643 024 651

coad^{real}
estate

Coad Real Estate Owner Instruction

for

18 Webster Avenue, Blackburn 3130

This agreement is between **Coad Real Estate**
and **John Smith, Larry Johnson**.

Proof of Ownership

Please provide a copy of **one** of the following documents to demonstrate ownership of the property.

Copy of Title

Not Attached

Driver License

Not Attached

Emergency Contact

Please provide an alternate contact for instruction in the event of an emergency, ideally someone not within your household.

Contact Name

Mobile

Relationship

Work Phone

Home Phone

Bank Account Details

Please provide your bank details for us to deposit your payments to. You can specify multiple accounts and a split based on percentage or dollar amount if you wish.

Statements will be emailed to you automatically, please indicate which email addresses you would like to receive and include any additional parties to receive a copy (e.g. Accountant).

Bank	Payee	BSB	Account NO.	Split
				100 %

Bank Statement Emails

-

Other Bank Account Instructions

-

Insurance

Please provide details of any insurance policies that you possess in relation to this property. We strongly suggest that the rental property and its owners' potential liability are fully covered and that the level of cover is reviewed annually.

Unfortunately due to regulatory changes within the financial services industry, and the updated roles and responsibilities of distributors, we are no longer, as an agency, able to organise insurance of your behalf. However, we have a number of specialised landlord insurers that we can provide details for. Should you require this, please email our office.

Please note that if you are within an Owners Corporation, the Owners Corporation generally cover building insurance, they do not cover Landlord Insurance for renters.

Insurer	Policy Number	Cover	Expiry
		☐ Building	--NA--
		☐ Contents	--NA--
		☐ Public Liability	--NA--
		☐ Landlord Protection	--NA--
		☐ Other	--NA--

Repairs & Tradespeople

We will always attempt to contact you in the event of any repairs that are required at the property. However, in the case of an urgent repair when you cannot be contacted, we will arrange for the work to be carried out by one of our team of qualified & licensed tradespeople. Please note: although we use qualified tradespeople with insurance for all jobs, Coad Real Estate will take no responsibility for any repairs or maintenance carried out at the property. The liability for any work remains solely the responsibility of the tradesperson.

If you have your own tradespeople you would prefer we use instead, please provide their details below.

It is a requirement of the Residential Tenancies Act 1997 that all tenants are provided with a statement detailing whether or not the agent can carry out urgent repairs on behalf of the landlord and to what amount. The Tenancies Act stipulates the monetary limit for urgent repairs that can now be directly organized by the tenant is \$2,500.

Please select a limit for GENERAL repairs and maintenance or select \$0 if you would prefer we refer all repairs to you first. Please note for URGENT repairs, \$2,500 is the maximum amount in line with legislation that renters are authorised to spend, only in instances of emergencies.

- \$0.00 ☒
 \$300.00 ☐
 \$600.00 ☐
 \$1000.00 ☐

Tradesperson Type	Name	Phone
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Owners Corporation

Please advise if your property is subject to an Owner's Corporation or Strata.

If yes, please provide details of your OC Manager to admin@coadrealestate.com.au for us to keep on file.

Does this property belong to an Owners Corporation or Strata? ☐ Yes ☐ No

Company Name

Contact Person

Phone Number

Email

STRATA Plan NO.

Attachment

Leasing Instructions (if applicable)

Re-Lease Option

There are certain requirements for gaining possession of your property with one reason being the end of a fixed term tenancy for which between 60 and 90 days' notice has to be given to the renter. If you wish us to lease the property for a fixed term only, we require your specific instruction below.

Although there is no provision in the Residential Tenancies Act 1997 to insist that a renter enters into a further fixed term rental agreement after the initial agreement expires, it is our recommendation that renters be encouraged to enter into a further fixed term rental agreement.

Please indicate your preference for re-leasing the property in the event of a vacancy.

☐ Please re-lease the property as soon as you can, in the event of a vacancy.

☐ Please contact me for instructions should this occur.

Please specify your own instructions

-

Preferred Length of Tenancy

Please indicate your preference below for the initial tenancy at your property.

Please note for *initial* fixed term rental agreements, we do not recommend any more than 12 months.

☐ 3 months

☐ 6 months☒ 12 months

Invite to Routine Inspections

Please indicate your preference regarding attending Routine Inspections.

☐ Yes, please contact me to before each routine inspection.☐ No, I do not wish to attend.

Please specify your own instructions

-

Miscellaneous Items

Keys

We require a set of keys for all locks at the property to be stored at the office and a set for each renter listed on the rental agreement.

Please advise if you would like us to organise copies of the keys or you will provide.

☐ Yes, please organise copies of the keys to be cut at cost.☐ No, I will provide a sufficient number of keys.

Rental Provider Instructions

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Car Spaces

Are there any car spaces that are included in the tenancy?

☐ Yes (Please provide details below)☐ No

Rental Provider Instructions

-

Pets

Please specify whether pets are allowed and if you have any instructions for pets at the property.

Please note the tenancy laws in Victoria whereby an owner cannot unreasonably refuse the renter to have a pet at the property. If you have concerns, please contact Di or Deanne to discuss.

☐ Yes

☐ No

Rental Provider Instructions

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Broken Appliances & Chattels

Please advise;

Details of any fittings and/or fixtures that you are aware of that are not working, or will not be working at the commencement of any new tenancy. There are new tenancy laws that specify these need to be in working order or removed prior to advertising / renter occupation. eg: old decommissioned gas heater, wood fireplace etc.

OR

If there are any goods or chattels that will not be included in the rental (eg: garage / shed / storage room).

☐ There are fixtures or fittings that are not in working condition and/or chattels to be excluded from the rental (Please list below under Landlord Instructions)

☐ All fixtures or fittings are in working condition and all goods and chattels at the property are included in the rental.

Alarm/Security System

Is the property equipped with an alarm/security system? If so, please specify the location and code used.

☐ Yes, the property has an alarm/security system.

☐ No, the property does not have an alarm/security system.

Electronic Communication Consent

Under the Electronic Transactions (Victoria) Act 2000 (Act) I consent to any information being given to me by means of electronic communication.

Renters/Rental Providers must notify the only party immediately if their email address changes.

You can withdraw your consent to the electronic service of notices and other documents at any time, by notifying the other party in writing.

The Electronic Transactions (Victoria) Act 2000 applies to notices and other documents you send or receive electronically. For legal purposes, the time when a notice is received is when it can be retrieved from the email address the recipient nominated.

☐ Consents to the electronic service of notices and other documents in accordance with the requirements of the Electronic Transactions (Victoria) Act 2000 at this email address.

☐ Does Not Consent to the electronic service of notices and other documents.

Swimming Pool

Do you have a swimming pool? If yes, is it registered with a valid certificate of compliance/occupation?

☐ No swimming pool

☐ Yes, but it is not registered

☐ Yes, it is registered, however I do not have a certificate to upload

☐ Yes, it is registered and I have a certificate to upload

Compliance & Servicing

The Residential Tenancies Act 1997 requires the RRP to ensure the premises are fully maintained at the commencement of a tenancy. If a problem exists which is not rectified by the RRP prior to a tenancy commencing, the RRP becomes liable.

By signing this agreement, I declare, I/we are not aware of any defect or perils that may result in the premises being unsafe. We indemnify Coad Real Estate from any claim in the event that any renter or any other occupant/visitor is caused bodily harm or damage to property by a defect or fault with the property in its entirety.

Smoke Alarm Service

It is a legal requirement that smoke alarms must be installed in all homes, units, flats and townhouses. Rental Providers are responsible for fitting and maintaining smoke alarms in rental properties.

Testing smoke alarms is imperative, and as it is the Rental Provider's legal responsibility to ensure they are operational at the commencement of each tenancy. Unless otherwise instructed we will automatically engage a qualified specialist contractor to service all smoke alarms annually.

If you do not wish to proceed with the offered smoke alarm servicing, you do so at your own risk.

- ☐ Yes, I agree to use smoke alarm inspection service and incur the costs associated.
- ☐ No, I don't want to use this service. I understand that the servicing of smoke alarms will be my legal responsibility.

Gas Compliance Inspections

Residential Rental Providers (RRP's) have certain responsibilities for gas safety.

Rental providers who enter into a new agreement after 29 March 2021, or have a fixed term agreement of more than five years which rolls over into a periodic tenancy after 29 March 2021, must ensure that:

- gas safety checks are conducted every two years, and
- if a gas safety check has not been conducted within the last 2 years at the time the renter occupies the premises, the rental provider must arrange a gas safety check as soon as possible.

We can organise servicing by our qualified trades on your behalf. Please indicate your preference below.

Note: If your property does not contain gas appliances, do not tick either option.

- ☐ Yes, please organise testing of gas appliances at my property.
- ☐ No, I don't want to use your preferred contractors. I will organise my own tradespeople to complete checks, and provide the relevant certificates

Electrical Compliance Inspections

Residential rental providers have certain responsibilities for gas and electrical safety.

Rental providers who enter into a new agreement after 29 March 2021, or have a fixed term agreement of more than five years which rolls over into a periodic tenancy after 29 March 2021, must ensure that:

- electricity safety checks are conducted every two years, and
- if an electrical safety check has not been conducted within the last 2 years at the time the renter occupies the premises, the rental provider must arrange an electrical safety check as soon as possible.

We can organise servicing by our qualified trades on your behalf. Please indicate your preference below.

- ☐ Yes, please organise electric safety testing for my property.
- ☐ No, I don't want to use your preferred contractors. I will organise my own tradespeople to complete checks, and provide the relevant certificates

Balcony and Decking Safety

The Residential Tenancies Act requires rental providers to ensure rental properties are maintained in good repair. This includes ensuring that any balconies or decking at the property are structurally sound and safe for use.

We can organise servicing by our qualified suppliers on your behalf.

If not applicable, do not tick either box.

- ☐ Yes, please organise safety testing for my property.
- ☐ No, I don't want to use this service.

Gutter and Garden

Gutters (if applicable) should be cleaned each year after Autumn, to avoid the potential flooding of or water damage to the property.

This is to allow Coad Real Estate to organise initial garden maintenance and initial and ongoing gutter cleaning services, if applicable.

If not applicable, do not tick either box.

- ☐ Yes, I agree to use garden maintenance and gutter cleaning services
- ☐ No, I don't want to use this service.

Payments & Outgoings

We offer to pay all expenses incurred from the rents received in order that we can provide you with a comprehensive annual statement of income and expenditure. We write and advise the various service suppliers (e.g. local council, water/sewerage suppliers, body corporate, insurer, etc.) that we have been appointed as the managing agent and to forward all accounts and correspondence to our office. In some cases you are required to contact supplier to change forwarding address to us. We will advise if this is required.

Please indicate if there are any outgoing or regular payments you wish for us to pay on your behalf.

Council Rates☐

Provider Name:

Account Number:

Water Rates☐

Provider Name:

Account Number:

Owner's Corporation☐

Provider Name:

Account Number:

Maintenance (Pool/Garden)☐

Provider Name:

Account Number:

Other☐

Provider Name:

Account Number:

General Instructions

The Authority to Lease and Manage your property that you have already signed authorizes us to sign all tenancy agreements, sign and lodge Bond Lodgment forms with the RTBA on your behalf. If this is contrary to your needs, please contact us immediately.

By signing this instruction form, you are authorizing us to select renters, collect rents due, issue receipts for all money collected, exercise your right to terminate tenancy agreements and tenancies in accordance with the provisions of the Residential Tenancies Act 1997, serve relevant notices upon tenants subject to this Act and attend Tribunal hearings on your behalf whenever necessary.

I agree to indemnify you, as the managing agent for any claims made for unpaid repairs or maintenance accounts authorized in accordance with my instructions. I also agree to fully reimburse any advertising expenses incurred in accordance with my instructions in the re-letting of the property.

I agree to indemnify Coad Real Estate as the managing agent for my property against any claims made for any repairs and maintenance carried out at the property. I further agree that the sole responsibility for any repairs and maintenance carried out at my property is with the tradesperson involved.

Disclosures

Embedded Electricity Network

Is the electricity supplied to the property from an embedded electricity network?

(An embedded electricity network is a privately owned and managed electricity network that may often supply all premises within a specific area or building and connect to the national electric grid through a parent connection point.)

If the premises is part of an embedded electricity network, you must provide further information below about the network operator as it is required to be provided to the Renter.

Please provide the trading name, ABN and contact details (including phone number and website) of any embedded electricity network provider that is applicable to this property.

☐ Yes

☐ No

Comments

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Intention to Sell

Do you have any intention of selling the property or is the property currently on the market, in the process of being sold or subject to repossession proceedings by a mortgagee?

If yes, please provide details below.

☐ Yes

☐ No

Comments

-

Homicide

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

☐ Yes

☐ No

Comments

-

Drug Contamination

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

☐ Yes

☐ No

Comments

-

Safety Check Recommendations

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

☐ Yes

☐ No

Comments

-

Asbestos

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

☐ Yes

☐ No

Comments

-

Building/Planning Permit

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

☐ Yes

☐ No

Comments

-

Building Work Dispute

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

☐ Yes☐ No

Comments

-

OC Dispute

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

☐ Yes☐ No

Comments

-

Building Defects/Safety Concerns

Are the rented premises or common property the subject of any notice, order, declaration, report or recommendation issued by a relevant building surveyor, municipal building surveyor, public authority or government department relating to any building defects or safety concerns associated with the rented premises or common property at the time of disclosure?

If yes, please provide further details and a description of the notice, order, declaration, report or recommendation below.

☐ Yes☐ No

Comments

-

Heritage Register

Are the premises considered a registered place?

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

☐ Yes

☐ No

Comments

-

Right To Let the Premises

Are you the owner of the property?

If no, please advise the specifics of your rights to let the property on the owners behalf.

☐ Yes

☐ No

Comments

-

Mould or Dampness

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

☐ Yes

☐ No

Comments

-

Rental Minimum Standards

Does the premises comply with the rental minimum standards?

The rental minimum standards are new regulations that came into effect on the 29th March 2021 and all rented premises must comply with important requirements relating to amenity, safety and privacy. Rental providers have a duty to ensure their property meets these standards.

Information on the specific requirements of the minimum standards can be found on the Consumer Affairs website (<https://www.consumer.vic.gov.au/housing/renting/changes-to-renting-laws/resources-for-practitioners/fact-sheet-26-rental-minimum-standards>).

If the premises does not meet any of the requirements, or you are unsure, please provide details below or refer to the attached Opt In / Opt Out Form.

☐ Yes

☐ No

☐ Unsure

Comments

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Minimum Standards

Residential Rental Providers (RRP's) must make sure a property meets minimum standards on or before the day a renter moves in.

The minimum standards apply to rental agreements that:

- started after 29 March 2021
- started before 29 March 2021 and roll over into periodic agreements on or after 29 March 2021.

Rolling over to a periodic agreement is considered starting a new agreement, even if occupancy began before 29 March 2021.

If the property does not meet minimum standards, the renter can request that the rental provider make repairs or changes before signing the agreement or before they move in.

If a rental agreement has been signed but the renter has not moved in yet, and the property does not meet minimum standards, the renter can:

- end the rental agreement immediately without fees by notifying the rental provider that the property does not meet minimum standards.
- move in anyway, then make a request for urgent repairs.

If a property falls below minimum standards any time during a rental agreement, the renter can make a request for urgent repairs to meet the standards.

The minimum standards are divided into 14 categories. All rental properties must meet the standards for each category.

Locks

The property's external entry doors must have functioning deadlocks or be fitted with locks that can be unlocked with a key from the outside but can be unlocked without one from the inside. The only cases where a deadlock doesn't have to be fitted to a door are when:

- a door cannot be secured with a deadlock - for example, because of its position
- it is a screen door in the same door frame as an external door
- a different type of lock or device is required under another Act or law
- the door is not directly accessible because there is another type of security barrier, such as a locked door to an apartment building, or a locked gate
- the property is registered under the Heritage Act 2017 and has an approved exemption from the standard.

Does your property meet the minimum standards for locks?

☐ Yes

☐ No

☐ Not applicable

Comments

Vermin Proof Bins

Rental Providers must supply a rubbish bin and a recycling bin for the renter to use. The bins can be provided by the local council or purchased elsewhere, as long as they are vermin proof and meet council collection standards.

Does your property include the required bins to meet the minimum standards?

☐ Yes

☐ No

☐ Not applicable

Comments

Toilets

The property's toilet must be in good working order and connected to either:

- pipes that carry the sewage to a treatment plant (a reticulated sewerage system)
- a wastewater treatment system permitted under the Code of practice – Onsite wastewater management at EPA Victoria
- any other system approved by the local council. The toilet must be in a separate room in the property, either by itself, or in an appropriate room like a bathroom or in a combined bathroom-laundry.

Does your property meet the minimum standards for toilets?

☐ Yes

☐ No

☐ Not applicable

Comments

Bathroom

A rental property's bathroom must have a washbasin and a shower or bath, and be connected to a reasonable supply of hot and cold water. Showers must have a shower head with a 3-star water efficiency rating. If one cannot be installed, for example because of the property's age, then a shower head with a 1- or 2-star rating is acceptable.

Does your property meet the minimum standards for bathrooms?

☐ Yes

☐ No

☐ Not applicable

Comments

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Kitchen

The property must have a kitchen with:

- a dedicated cooking and food preparation area
- a sink in good working order connected to a reasonable supply of hot and cold water
- a stovetop in good working order that has two or more burners. If there is an oven, it needs to be in good working order. These requirements do not apply if the property is listed in the heritage register at Heritage Council Victoria and has an approved exemption from the standard.

Does your property meet the minimum standards for kitchens?

☐ Yes

☐ No

☐ Not applicable

Comments

-

Laundry

If there is a laundry on the property, it must be connected to a reasonable supply of hot and cold water.

Does your property meet the minimum standards for laundries?

☐ Yes

☐ No☐ Not applicable

Comments

-

Structural soundness

The property must be structurally sound and weatherproof.

Does your property meet the minimum standards for structural soundness?

☐ Yes☐ No☐ Not applicable

Comments

-

Mould and damp

All rooms must be free from mould and damp caused by or related to the building structure.

Does your property meet the minimum standards to be free from mould or damp?

☐ Yes☐ No☐ Not applicable

Comments

-

Electrical safety

From 29 March 2023, all power outlets and lighting circuits in a rental property must be connected to:

- a switchboard type circuit breaker that complies with AS/NZS 3000 for wiring, and
- a switchboard type residual current device that complies with AS/NZS 3190 or AS/NZS 61008.1 or AS/NZS 61009.1.

Does your property meet the minimum standards for electrical safety?

- ☐ Yes
- ☐ No
- ☐ Not applicable

Comments

-

Window Coverings

From 29 March 2022, windows in rooms likely to be used as bedrooms or living areas must be fitted with curtains or blinds that can be closed, block light and provide privacy.

Does your property meet the minimum standards for window coverings?

- ☐ Yes
- ☐ No
- ☐ Not applicable

Comments

-

Windows

All external windows in a rental property that can be opened must be lockable. They must also be able to be left open or closed. If the window can't have a lock fitted, it must have a functioning latch to keep it closed.

Does your property meet the minimum standards for windows?

- ☐ Yes
- ☐ No
- ☐ Not applicable

Comments

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Lighting

Inside rooms, corridors and hallways must have access to light to make the areas functional. During the day, natural light can include light borrowed from an adjoining room and at night, renters should have access to artificial light.

These requirements do not apply if the property is registered under the Heritage Act 2017 and has an approved exemption from the standard.

Does your property meet the minimum standards for lighting?

☐ Yes

☐ No

☐ Not applicable

Comments

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Ventilation

Rental properties must have adequate ventilation in all rooms including the bathroom, shower, toilet and laundry.

The property must meet the appropriate ventilation requirements of the Building Code of Australia, which are different for different kinds of properties. You can search resources in the Australian Building Codes Board resources library (<https://www.abcb.gov.au/Resources/All-Resources>).

Does your property meet the minimum standards for ventilation?

☐ Yes

☐ No

☐ Not applicable

Comments

-

Heating

Rental properties must have a fixed heater (not portable) in good working order in the main living area. If a fixed heater has not been installed in the main living area by 29 March 2021, the rental provider must install an energy efficient heater.

From 29 March 2023, the heater must also meet energy efficiency standards. This means that if a renter enters into a rental agreement from 29 March 2023, there must be a fixed energy efficient heater in the main living area. If there is an existing fixed heater that is not energy efficient, the rental provider must upgrade it.

An energy efficient fixed heater must be one of the following:

- a non-ducted air conditioner or heat pump with a 2 star or above energy rating
- a gas space heater with a 2 star or above energy rating
- a ducted heating or hydronic heating system with an outlet in the main living area
- a domestic solid fuel burning appliance, such as a fireplace or wood burning stove. In some apartment blocks it may not be practical to install an energy efficient heater - because of owner's corporation rules, or costs, for example. It may be unreasonable to install an energy efficient heater because:
 - it would cost more:
 - than the average cost of installation
 - to meet other Acts or local laws
 - owners corporation rules prohibit it. If this is the case, the rental provider must still install a fixed heater in the main living area. If a rental provider considers that it would be unreasonable to install an energy efficient fixed heater, they should:
 - have evidence to show that it is unreasonable, and
 - let the renter know before they enter into a rental agreement. You can download our guide for more information: <https://www.consumer.vic.gov.au/library/publications/housing-and-accommodation/renting/minimum-rental-standards-for-heating-residential-tenancies-regulations-2021.docx>.

Does your property meet the minimum standards for heating?

☐ Yes

☐ No

☐ Not applicable

Comments

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Rental Provider Signature

Rental Provider : **John Smith**

Sign here: _____ Date: _____