

Instructions to managing agent



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Instructions to managing agent

Rental Property Address:

Names on Title:

Company:

Owner Mailing Address:

Contact 1

Name:

Home Phone:

Work Phone:

Fax

Mobile:

Email:

Contact 2

Name:

Home Phone:

Work Phone:

Fax

Mobile:

Email:

Emergency contact

Name:

Work Phone:

Fax

Mobile:

Email:

Please note that a contact other than the Owners of the rental property is required as an alternate source of instruction in the event of an emergency where the Owners cannot be contacted.

Banking Instructions for the payment of Rental Income

Name on Account:

Bank:

BSB:

Account No.

Statements to be: Posted Emailed

To: Contact 1 Contact 2 Both Contact 1 and Contact 2

Any further changes to bank account details will require written advice and I.D. check.

Owner/s signature/s:

Signature:

Signature:

Building & Contents Insurance

Insurer:

Building Policy No.

Contents Policy No.

Public Liability Policy No:

Please instruct your insurer to forward invoices to us to pay on your behalf

Landlord Protection Insurance

Insurer:

Policy No.

Please instruct your insurer to forward invoices to us to pay on your behalf

Owners Corporation

Company:

Contact:

Phone:

Plan No.:

Car Space: Yes No

No. of car Spaces:

Repairs & Maintenance

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 Owner and if so, up to what amount. The monetary limit for urgent repairs that can be directly organised by the tenant is \$1,800.00 should the Owner or Agent fail to do so within a timely manner

If unable to be contacted, please spend up to:

\$ _____ for NON URGENT repairs

Leasing at Vacancy

If you wish to lease the property for a fixed term only, we require your specific instructions.

Fixed Term Lease only: Yes No

6 months 12 months 24 months Other

Re-Leasing to current tenant

Negotiate a new lease with the tenant upon expiration of initial tenancy?

Yes No

Please note that a re-leasing fee of 1.1% including GST will be charged.

Owner/s signature/s:

Signature:

Signature:

Property Outgoings/Disbursement Instructions

Compton Green Real Estate can arrange to pay all outgoings such as Council Rates, Water Rates etc. from your rental income. If you wish for any of the below invoices to be paid this way it is imperative that you advise each service provider (i.e. the relevant council) of your instructions for Compton Green to receive and pay these on your behalf. This enables us to provide you with a comprehensive Income & Expenditure Statement for tax accounting purposes.

Council Rates: Yes No

Council

Water & Sewerage Rates: Yes No

Authority:

Owners Corporation: Yes No

Company: *As detailed on page 2 of these instructions*

Building Insurance: Yes No

Company: *As detailed on page 2 of these instructions*

Landlord Insurance: Yes No

Company: *As detailed on page 2 of these instructions*

Please note that Council Offices and Water Authorities do not re-issue previously issued rates notices. If you have received a notice prior to this instruction please make payment direct on the rates notice.

Our office endeavours to assist tenants in connecting and disconnecting utilities at the property. If you have received any accounts that are the tenants responsibility, forward them to our office as soon as possible for adjustment. Compton Green does not take responsibility to connect or disconnect any utilities at the property.

Indemnity

I agree to indemnify you as the Managing Agents for any claims made for unpaid repairs or maintenance accounts authorised in accordance with my instructions.

Bond Claim Authorisation

I authorise Compton Green Real Estate Pty Ltd to make claims on my/our behalf for the return of bond monies, repairs, maintenance, cleaning etc as may be required.

Additional Instructions

Owner/s signature/s:

Signature:	Signature:
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Successful Management Our Way

Rental payments & Arrears

The rent is due to be paid by the Tenant/s into the Compton Green Real Estate Pty Ltd Trust Account by the date the rent falls due and payable. To allow for processing of cheques, electronic transfers etc, the transfer from the Trust Account to you may take up to five days.

Whilst the vast majority of tenants pay their rent on or close to the due date, there are occasions when this does not occur. Our procedure regarding arrears is as follows:

3 Days Overdue:

A reminder notice is sent to the tenant (either by phone, email or text message)

5 Days Overdue:

A reminder notice is sent to the tenant (either by phone, email or text message plus a letter)

7 Days Overdue:

The tenant is advised in writing that if payment is not received within 7 days, a 14 Day Notice to Vacate will be served and an application will be made to VCAT.

10 Days Overdue:

Phone call to the tenant to explain again the 14 day Notice procedure if rent is not received

15 Days Overdue:

Notice to Vacate is Served

18 Days Overdue:

Application is made to VCAT for a Warrant of Possession upon Landlords Instructions

These actions are carried out automatically and are done in accordance with the Residential Tenancies Act to minimise the possibility of financial loss. No formal action for recovery of rent can be undertaken until the tenant is 14 Full days in arrears.

Residential Tenancies Tribunal Charges (VCAT – as at July 1st 2014)

VCAT Application:	\$55.60
Obtaining a Warrant of Possession:	\$133.70
VCAT Attendance:	\$99.00

Note: fees are subject to change without notice

Agents Authority

The Authority to lease and manage your property included with this document authorises us to sign all tenancy agreements on your behalf.

Furthermore, we will sign the Bond Lodgement Form on your behalf prior to lodging it with the RTBA

By signing this instructions form, you are authorising us to screen tenants, to 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, serve relevant notices upon tenants subject to the Act and attend Tribunal hearing on your behalf wherever necessary.

Owner/s signature/s:

Signature:

Signature:

Rent Increase

60 days Notice is required to be given to the tenant for a rent increase. Whilst it is not required by legislation, it is our recommendation that this notice is served by registered post as proof of service. However, with every notice of an increase in the rent, the tenant must be advised of their rights regarding excessive rent increases.

Bonds

The Residential Tenancy Bond Authority administers all tenants bonds paid on residential properties. The only way a bond can be recovered from the Authority is by:

- An application signed jointly by the tenant and the landlord (or the Agent)
- An order of the Tribunal
- A court Order

Facts on gaining possession and access to your property

The Act now provides the following options for landlords to gain possession of their properties:

120 day no reason notice

to end a periodic tenancy where the tenant has the ability to object within 28 days of serving the notice if they believe the landlords actions were retaliatory.

90 day notice

to end a fixed term tenancy where they expiry date of the notice is the expiry day of the tenancy agreement. (In the case of a fixed term tenancy of less than 6 months, only 60 days notice is required).

60 days notice

to end a periodic tenancy where the property immediately after the termination date of the notice is to be:

- Demolished
- Substantially repaired or renovated to the extent that continued occupation by the tenant is not possible.
- Sold or offered for sale
- Occupied by the landlord or a member of the landlords family
- Note, if a notice is served for any of these reasons, the property cannot be released for a period of 6 months. Penalties apply.

14 day notice

where the property is the landlord's principal place of residence

Note the exception of the notice for the termination of a fixed term tenancy, the tenant can now provide 14 days return notice and is only responsible for rent to the termination date of that notice.

Access to Property

When a tenant gives the required 28 days notice to vacate the property, access can only be gained during the last 14 days of the tenancy.

Owner/s signature/s:

Signature:

Signature:

Dated:

