

Instructions to Managing Agent

The following information is required to assist us in providing you with a management service that is tailored to your specific requirements.

Rental Property	(please provide a rates notice to verify ownership of the property) 9 Fransac Ave Corio Vic 3214
Owners Full Name	FRONSAC PTY LTD
Address	4 Inverie CRT Greenwale VIC 3059
Contact Information	H M 0409148203 Fax Email brian.lau@idscompany.com.au
Emergency Contact	Must Not Be The Owner Of The Property M H
Banking Details	Bank Commbank Branch Werribee Acc 063172 BSB 11474279
Statement Instructions	As we require tenants to pay their rent monthly in advance, we prepare and send statements and disburse funds at various times throughout the month for all rents to be collected. This will be Emailed to you.
Body Corporate	Company
Insurance	Insurer  Building Policy NO.  Contents Policy No.

Repairs and 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 landlord and if so, up to what amount. The monetary limit for urgent repairs that can now be directly organized by the tenant has been increased to \$1800
	Please advise us of the amount that we can be authorized on your behalf in the event of urgent repairs being required for your property. \$1800
	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 tradespeople. Please note: although we use qualified tradespeople with insurance for all jobs, Envision Real Estate Vic will take no responsibility for any repairs or maintenance carried out at the property. The liability of any work remains solely the responsibility of the tradesperson.
Re-Leasing	Although there is no provision in the residential tenancies act 1997 to insist that a tenant enters into a further fixed term tenancy agreement after the initial agreement expires, it is our recommendation that tenants be encouraged to enter into a further fixed term tenancy agreement. If you wish us to negotiate with your tenants on your behalf for a further fixed term tenancy agreements we require your specific instructions 3 months prior to the lease agreement ending. Please sign to instruct us to re lease the property. Signature  Signature

<p><b>Payments</b></p>	<p>It is our practice to pay all expenses incurred from all rents received in order that we can provide you with a comprehensive annual statement of income and expenditure. We pay the various service suppliers (e.g. local council, water &amp; sewage, body corporate, etc.) that we have been appointed as the managing agent and to forward all accounts and correspondence to our office address.</p> <p>If you wish us to make any payments on your behalf you will need to contact the service provider/governing body at once off to advise we are the managing agent &amp; please send all mail to:  Envision Real Estate Vic  75 Vaughan Chase, Wyndham Vale Vic</p>								
<p><b>Rental Payments and Arrears</b></p>	<p>The vast majority of tenants pay their rent on or before the due date. However there are occasions when this does not occur and our actions at this time are as follows:</p> <p>Day 1-3: a reminder notice is forwarded to the tenant  Day 3-4: sms, phone call &amp; owner advised  Day 5-9: Letter, phone call, sms and email  Day 10: The tenant is advised that if payment in full is not received within 5 days, a 14 day notice to vacate the property will be served and an application will be made to residential tenancies tribunal for a hearing.</p> <p>Day 15: The above actions are carried out and a notice to vacate is issued with no further warning.</p> <p>These actions are carried out automatically and are done to minimize the possibility of a loss of rent that could eventuate. No formal action for recovery of outstanding rent can be undertaken until the tenant is 14 days overdue with a rental payment.</p>								
<p><b>Residential Tenancies Tribunal Costs</b></p>	<p>The following costs are incurred in association with making applications to the residential tenancies tribunal and terminating tenancies in accordance with the provisions of the residential tenancies act 1997</p> <table border="0"> <tr> <td>Application for a hearing</td> <td>\$ set by rtba</td> </tr> <tr> <td>Serving notice to tenants registered post</td> <td>\$5.50</td> </tr> <tr> <td>Attendance of tribunal hearing</td> <td>\$50</td> </tr> <tr> <td>Obtaining a warrant of possession</td> <td>\$set by government</td> </tr> </table> <p>Note costs can change per year by government</p>	Application for a hearing	\$ set by rtba	Serving notice to tenants registered post	\$5.50	Attendance of tribunal hearing	\$50	Obtaining a warrant of possession	\$set by government
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<p><b>Agents Authority</b></p>	<p>The authority to lease and manage your property that you have already signed authorises us to sign all tenancy agreements, sign and lodge bonds with the RTBA on your behalf. If this is contrary to your needs please contact us immediately.</p> <p>By signing this instruction form, you hereby authorize us to select tenants, collect rent due, issue receipts for all monies collected, exercise your rights 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.</p>								
<p><b>Indemnity</b></p>	<p>I agree and 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.</p>								
<p><b>Additional Instructions</b></p>									



Residential Tenancies Act 1997	This act, which came into operation on 1 July 2003, has changed many aspects of the legislation governing residential tenancies. The following is only a summary of those changes and we strongly recommend that if you require and further information on any one of the areas listed, you contact us immediately.
Jurisdictional limit of the residential tenancies tribunal	The maximum jurisdictional limit for the residential tenancies tribunal is now \$10,000. The tribunal may only hear and determine an application or make a determination in respect of a higher amount if both parties to the application agree to do so.
Rental Areas	The legislation has developed an alternative method for gaining possession of a property if the tenant is in areas with rent. When the tenant is over 14 days in areas, an application is made to the tribunal and a 14 day notice to vacate is served by registered post upon the tenant. This notice must contain objection forms which, if not received by the tribunal prior to notice expiring, the matter will be determined ex parte by the registrar and an order made for a warrant of possession.
Rent Increases	60 days notice is required to be given to the tenant of a rent increase. Whilst it is not required by the legislation. It is our recommendation that this notice be served by registered post as proof of service. However, with every notice of increase of rent, the tenant must be advised of their rights regarding excessive rent.
Gaining Possession of the property	<p>The Act now provides the following options for landlords to gain possession of their property:</p> <p>120 day notice to vacate no reasons 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 are retaliatory.</p> <p>90 Day notice to and end a fixed term tenancy where the expiry date of the notice is the expiry date of the tenancy agreement. (in the case of a fixed term tenancy of less than 6 months, only 60 days notice is required)</p> <p>60 Day notice to end a periodic tenancy where the property, immediately after the termination date of the notice is to be:</p> <ul style="list-style-type: none"> <li>Demolished</li> <li>Substantially repaired or renovated to the extent that continued occupation by the tenant is not possible</li> <li>Sold or offered for sale</li> <li>Occupied by the landlord or a member of the landlords family</li> </ul> <p>Note: if a notice is served for these reasons, the property cannot be re-leased for a period of 6 months. The penalty for a breach of this section has been increased from \$500 to \$2000</p>
Return Notice	With the exception of the notice for the termination of a fixed term tenancy, the tenant can now give 14 days return notice and is only responsible for the rent to the termination date of that notice.
Access to the property	As with the previous legislation, access to the property is limited for both reason and frequency. Now 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.
Abandoned Goods	Goods that are left behind when a tenant vacates a property have now been extended to include personal documents. These are defined as official documents, photographs, correspondence or any other documents that it would be reasonable to expect that a person would want to keep. The goods and documents are to be removed from the property, stored, advertised and auctioned (or destroyed in the case of personal documents) at the landlords expense. In the case of goods that are sold, the landlord can recover the cost of removal, storage and sale (or paying out an order of the tribunal) with the balance of any proceeds being forwarded to the residential tenancies fund.
Bonds	<p>The major change in the legislation has been the introduction of a centralized bond authority to manage and administer tenants bonds paid on residential properties. The bonds are no longer held in an estate agents trust account, but must be forwarded to the authority within 5 days of receipt. The only way bonds can be recovered from the authority is by:</p> <ul style="list-style-type: none"> <li>An application signed jointly by the tenant and landlord (or his agent)</li> <li>An order of the tribunal</li> <li>A court Order.</li> </ul>

In the vast majority of cases, recovery will be automatic as most tenants fully meet their obligations. However, there may be delays experienced in some cases where the tenant has vacated without notice and their signature on the application cannot be obtained.

Signature



Date

26/07/2024

Signature



Date

27.07.2024