

# Vendor Statement

The vendor makes this statement in respect of the land in accordance with section 32 of the *Sale of Land Act* 1962.

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.  
The vendor may sign by electronic signature.

The purchaser acknowledges being given this statement signed by the vendor with the attached documents before the purchaser signed any contract.

<b>Land</b>	Unit 2/50-54 Kay Street, Traralgon 3844
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<b>Vendor's name</b>	Christopher Leslie Robertson	<b>Date</b> 6/6/2025
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<b>Vendor's signature</b>	Signed by:  <small>10B440F018DC4EE...</small>	
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<b>Vendor's name</b>	Kerrie Michelle Robertson	<b>Date</b> 11/6/2025
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<b>Vendor's signature</b>	Signed by:  <small>107AEF6369264E9...</small>	
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<b>Purchaser's name</b>		<b>Date</b> / /
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<b>Purchaser's signature</b>		
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<b>Purchaser's name</b>		<b>Date</b> / /
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<b>Purchaser's signature</b>		
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## 1. FINANCIAL MATTERS

### 1.1 Particulars of any Rates, Taxes, Charges or Other Similar Outgoings (and any interest on them)

All outgoings will be adjusted between the parties at the time of settlement. Services may be disconnected at or prior to settlement. Purchaser will be responsible for any reconnection fees which may be incurred.

(a) Are contained in the attached certificate/s.

### 1.2 Particulars of any Charge (whether registered or not) imposed by or under any Act to secure an amount due under that Act, including the amount owing under the charge

	To	
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Other particulars (including dates and times of payments):
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### 1.3 Terms Contract

This section 1.3 only applies if this vendor statement is in respect of a terms contract where the purchaser is obliged to make 2 or more payments (other than a deposit or final payment) to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land.

Not Applicable.

### 1.4 Sale Subject to Mortgage

This section 1.4 only applies if this vendor statement is in respect of a contract which provides that any mortgage (whether registered or unregistered), is NOT to be discharged before the purchaser becomes entitled to possession or receipts of rents and profits.

Not Applicable.

### 1.5 Commercial and Industrial Property Tax Reform Act 2024 (Vic) (CIPT Act)

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPCC No. 120
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice of property clearance certificate or is as follows	Date: OR <input checked="" type="checkbox"/> Not applicable

## 2. INSURANCE

### 2.1 Damage and Destruction

This section 2.1 only applies if this vendor statement is in respect of a contract which does NOT provide for the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or receipt of rents and profits.

Not Applicable.

### 2.2 Owner Builder

This section 2.2 only applies where there is a residence on the land that was constructed by an owner-builder within the preceding 6 years and section 137B of the Building Act 1993 applies to the residence.

Not Applicable.

### 3. LAND USE

#### 3.1 Easements, Covenants or Other Similar Restrictions

(a) A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered): -

Not Applicable.

#### 3.2 Road Access

There is NO access to the property by road if the square box is marked with an 'X'

#### 3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area within the meaning of regulations made under the *Building Act 1993* if the square box is marked with an 'X'

#### 3.4 Planning Scheme

Attached is a certificate with the required specified information.

### 4. NOTICES

#### 4.1 Notice, Order, Declaration, Report or Recommendation

Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the land, being a notice, order, declaration, report, recommendation or approved proposal of which the vendor might reasonably be expected to have knowledge:

Not Applicable.

#### 4.2 Agricultural Chemicals

There are NO notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes. However, if this is not the case, the details of any such notices, property management plans, reports or orders, are as follows:

Nil.

#### 4.3 Compulsory Acquisition

The particulars of any notices of intention to acquire that have been served under section 6 of the *Land Acquisition and Compensation Act 1986* are as follows:

Nil.

### 5. BUILDING PERMITS

Particulars of any building permit issued under the *Building Act 1993* in the preceding 7 years (required only where there is a residence on the land):

Not Applicable.

### 6. OWNERS CORPORATION

This section 6 only applies if the land is affected by an owners corporation within the meaning of the *Owners Corporations Act 2006*.

6.1 Attached is a current owners corporation certificate with its required accompanying documents and statements, issued in accordance with section 151 of the *Owners Corporations Act 2006*.

### 7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not applicable.

**8. SERVICES**

The services which are marked with an 'X' in the accompanying square box are NOT connected to the land:

Electricity supply <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input type="checkbox"/>
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**9. TITLE**

Attached are copies of the following documents:

9.1 (a) **Registered Title**

A Register Search Statement and the document, or part of a document, referred to as the 'diagram location' in that statement which identifies the land and its location.

**10. SUBDIVISION**

10.1 **Unregistered Subdivision**

This section 10.1 only applies if the land is subject to a subdivision which is not registered.

Not Applicable.

10.2 **Staged Subdivision**

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the *Subdivision Act* 1988.

Not Applicable.

10.3 **Further Plan of Subdivision**

This section 10.3 only applies if the land is subject to a subdivision in respect of which a further plan within the meaning of the *Subdivision Act* 1988 is proposed.

Not Applicable.

**11. DISCLOSURE OF ENERGY INFORMATION**

*(Disclosure of this information is not required under section 32 of the Sale of Land Act 1962 but may be included in this vendor statement for convenience.)*

Details of any energy efficiency information required to be disclosed regarding a disclosure affected building or disclosure area affected area of a building as defined by the *Building Energy Efficiency Disclosure Act* 2010 (Cth)

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 2000m<sup>2</sup>; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

**12. DUE DILIGENCE CHECKLIST**

*(The Sale of Land Act 1962 provides that the vendor or the vendor's licensed estate agent must make a prescribed due diligence checklist available to purchasers before offering land for sale that is vacant residential land or land on which there is a residence. The due diligence checklist is NOT required to be provided with, or attached to, this vendor statement but the checklist may be attached as a matter of convenience.)*

Is attached.

### **13. ATTACHMENTS**

*(Any certificates, documents and other attachments may be annexed to this section 13)*

*(Additional information may be added to this section 13 where there is insufficient space in any of the earlier sections)*

*(Attached is an "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)*

1. GST Withholding – Supplier Notification
2. Register Search Statement Volume 11335 Folio 459
3. Copy Plan PS313177P
4. Property & Planning Reports
5. Owners Corporation Certificate
6. Copy Council Rate Notice - Latrobe City Council
7. Copy Water Rates Notice – Gippsland Water
8. State Revenue Office: Land Tax Certificate
9. Residential Tenancy Agreement
10. Due Diligence Checklist

**GST WITHHOLDING – SUPPLIER NOTIFICATION**

This notice contains information to assist a purchaser comply with its GST Withholding obligations.

To : The Purchaser  
 Property : Lot 2 Plan PS313177P being Volume 11335 Folio 459  
 Unit 2/50-54 Kay Street, Traralgon  
 From : Christopher Leslie Robertson and Kerrie Michelle Robertson  
 Of : 1/20 Collins Streert, Traralgon, VIC 3844

Select

**PART ONE**

1. The purchaser is given notice it is not required to make a GST Withholding Payment at Settlement of the property as:
- (a) the Vendor is not registered or required to be registered for GST; and/or
  - (b) the property comprises existing residential premises.

**PART TWO**

(complete only if the property comprises *new residential or potential new residential land*. *If this applies please seek confirmatory advice from your accountant*)

2. The purchaser is given notice that it is required to make a GST Withholding Payment at Settlement of the property as the Vendor is registered for GST and the property comprises new residential or potential new residential land.

**GST WITHHOLDING PAYMENT DETAILS** (where applicable)

Supplier's Name :	Christopher Leslie Robertson and Kerrie Michelle Robertson
ABN :	
Amount to be withheld :	\$ (and being 7% of the consideration where the supply is made under the margin scheme or 1/11 otherwise)
Due	At Settlement (unless terms contract)

Signed by or on behalf of the Vendor

Signed by:



16B446F018DC4EE...

Signed by:



107AEF6389264E9...

Christopher Leslie Robertson and Kerrie Michelle Robertson



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The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

**REGISTER SEARCH STATEMENT (Title Search) Transfer of Land Act 1958**

VOLUME 11335 FOLIO 459

Security no : 124124792813R  
Produced 27/05/2025 09:58 AM

**LAND DESCRIPTION**

Lot 2 on Plan of Subdivision 313177P.  
PARENT TITLE Volume 10055 Folio 433  
Created by instrument AJ512838K 24/02/2012

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Joint Proprietors  
KERRIE MICHELLE ROBERTSON  
CHRISTOPHER LESLIE ROBERTSON both of 16 ALEXANDRA AVENUE TRARALGON VIC 3844  
AS469736C 23/08/2019

**ENCUMBRANCES, CAVEATS AND NOTICES**

MORTGAGE AS469737A 23/08/2019  
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

**DIAGRAM LOCATION**

SEE PS313177P FOR FURTHER DETAILS AND BOUNDARIES

**ACTIVITY IN THE LAST 125 DAYS**

NIL

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

Street Address: UNIT 2 50-54 KAY STREET TRARALGON VIC 3844

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 16165A AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED  
Effective from 23/08/2019

**OWNERS CORPORATIONS**

The land in this folio is affected by  
OWNERS CORPORATION PLAN NO. PS313177P



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## **REGISTER SEARCH STATEMENT (Title Search) Transfer of Land Act 1958**

Page 2 of 2

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DOCUMENT END



# Imaged Document Cover Sheet

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Document Type	<b>Plan</b>
Document Identification	<b>PS313177P</b>
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The document is invalid if this cover sheet is removed or altered.

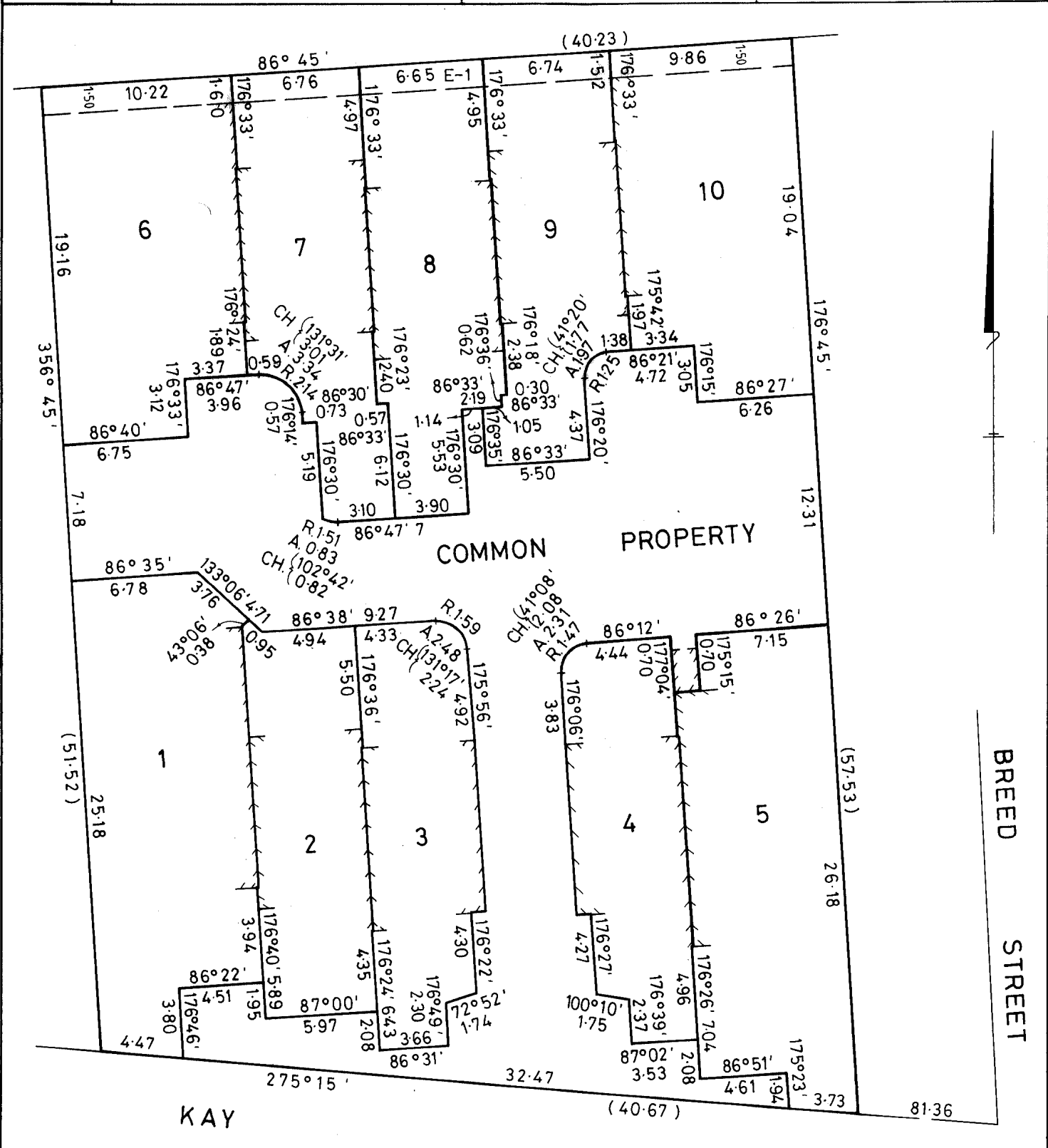
<b>PLAN OF SUBDIVISION</b>		STAGE NO. —	LTO use only <b>EDITION 2</b>	Plan Number <b>PS 313177 P</b>
<b>Location of Land</b> Parish: TRARALGON  Township: — Section: — Crown Allotment: 14 (PART) Crown Portion: —  LTO Base Record: CHART 12 (3647) Title Reference: VOL. 10034 FOL 445  Last Plan Reference: PC 351303 L Postal Address: 50, 52 & 54 GREY STREET (at time of subdivision) TRARALGON 3844  AMG Co-ordinates E 458 800 Zone: 55 (of approx. centre of land in plan) N 5 772 300		<b>Council Certificate and Endorsement</b> Council Name: CITY OF TRARALGON Ref: S 1037 1. This plan is certified under section 6 of the Subdivision Act 1988. 2. <del>This plan is certified under section 11(7) of the Subdivision Act 1988.</del> <del>Date of original certification under section 6 / /</del> 3. <del>This is a statement of compliance issued under section 21 of the Subdivision Act 1988.</del> OPEN SPACE (i) A requirement for public open space under section 18 of the Subdivision Act 1988 <del>has</del> /has not been made. (ii) <del>The requirement has been satisfied.</del> (iii) <del>The requirement is to be satisfied in Stage.....</del> Council delegate <del>Council seal</del> Date 25 / 11 / 91  <del>Re-certified under section 11(7) of the Subdivision Act 1988</del> <del>Council Delegate</del> <del>Council Seal</del> <del>Date / /</del>		
<b>Vesting of Roads and/or Reserves</b>		<b>Notations</b>		
Identifier	Council/Body/Person	<b>Staging</b> This <del>is</del> /is not a staged subdivision Planning Permit No. S 1037  <b>Depth Limitation</b> DOES NOT APPLY  LOCATION OF BOUNDARIES DEFINED BY BUILDINGS. MEDIAN : INTERNAL WALLS EXTERIOR FACE : EXTERNAL WALLS		
		<b>Survey</b> This plan is <del>is</del> /is not based on survey This survey has been connected to permanent marks no(s) — In Proclaimed Survey Area No. —		
<b>Easement Information</b>				<b>LTO use only</b>
<b>Legend:</b> A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				Statement of Compliance/ Exemption Statement  Received <input checked="" type="checkbox"/> Date 11 / 2 / 92
SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO THE LAND IN THIS PLAN				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	SEWERAGE	1.50	PC 351303 L	TRARALGON WATER BOARD
				LTO use only PLAN REGISTERED TIME DATE 14 / 2 / 92 <i>[Signature]</i> Assistant Registrar of Titles
				Sheet 1 of 3 Sheets
<b>beveridge williams &amp; co. pty. ltd.</b> SURVEYORS PLANNERS ENGINEERS o Melbourne—554 High St., Prahran 3181 529 4022 o Ballarat—11 Lydiard St. South 3350 (053) 31 3877 o Leongatha—57 Bair Street 3953 (056) 62 2630 o Traralgon—3/6-8 Grey Street 3844 (051) 74 5385 o Wonthaggi—31 Murray Street 3995 (056) 72 1505		LICENSED SURVEYOR (PRINT)..... PETER GORDON DELL  SIGNATURE..... DATE 14 / 10 / 91 REF 7654 VERSION 2		DATE 25 / 11 / 91 COUNCIL DELEGATE SIGNATURE Original sheet size A3

# PLAN OF SUBDIVISION

Stage No.

Plan Number

**PS 313177 P**



BREED STREET

KAY

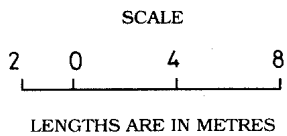
STREET

### beveridge williams & co. pty. ltd.

SURVEYORS PLANNERS ENGINEERS

- Melbourne—554 High St., Prahran 3181 529 4022
- Ballarat—11 Lydiard St. South 3350 (053) 31 3877
- Leongatha—57 Bair Street 3953 (056) 62 2630
- Traralgon—3/6-8 Grey Street 3844 (051) 74 5385
- Wonthaggi—31 Murray Street 3985 (056) 72 1505

ORIGINAL  
SCALE SHEET  
SIZE  
1:200 A3



LICENSED SURVEYOR (PRINT) PETER GORDON DELL  
SIGNATURE..... DATE 14 / 10 / 91  
REF **7654** VERSION **2**

Sheet 2 of 3 sheets

DATE 25/ 11 / 91

COUNCIL DELEGATE SIGNATURE

Original sheet size A3

PS313177P

FOR CURRENT BODY CORPORATE DETAILS  
SEE BODY CORPORATE SEARCH REPORT



# PROPERTY REPORT



Energy,  
Environment  
and Climate Action

From [www.land.vic.gov.au](http://www.land.vic.gov.au) at 27 May 2025 09:51 AM

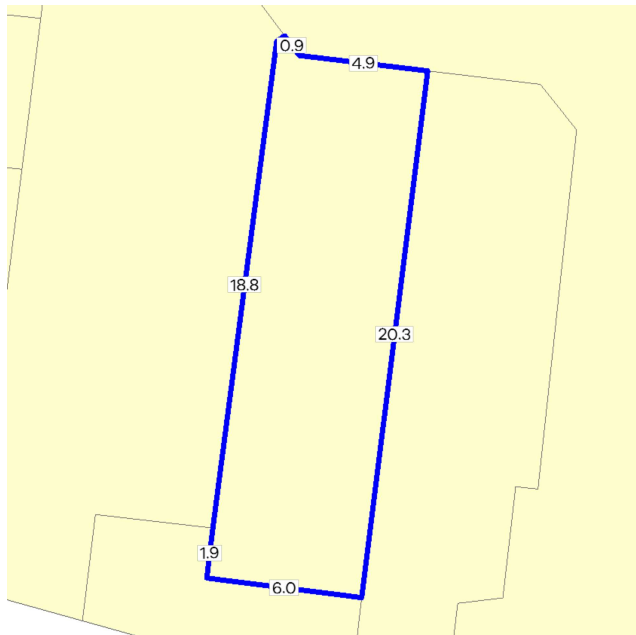
## PROPERTY DETAILS

Address: **2/50-54 KAY STREET TRARALGON 3844**  
 Lot and Plan Number: **Lot 2 PS313177**  
 Standard Parcel Identifier (SPI): **2\PS313177**  
 Local Government Area (Council): **LATROBE**  
 Council Property Number: **31820**  
 Directory Reference: **Vicroads 696 G5**

[www.latrobe.vic.gov.au](http://www.latrobe.vic.gov.au)

## SITE DIMENSIONS

All dimensions and areas are approximate. They may not agree with those shown on a title or plan.



**Area:** 121 sq. m

**Perimeter:** 53 m

For this property:

— Site boundaries

— Road frontages

Dimensions for individual parcels require a separate search, but dimensions for individual units are generally not available.

1 overlapping dimension label is not being displayed

Calculating the area from the dimensions shown may give a different value to the area shown above

For more accurate dimensions get copy of plan at [Title and Property Certificates](#)

## UTILITIES

Rural Water Corporation: **Southern Rural Water**  
 Urban Water Corporation: **Gippsland Water**  
 Melbourne Water: **Outside drainage boundary**  
 Power Distributor: **AUSNET**

## STATE ELECTORATES

Legislative Council: **EASTERN VICTORIA**  
 Legislative Assembly: **MORWELL**

## PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to avoid duplication with the Planning Property Reports from the Department of Transport and Planning which are the authoritative source for all Property Planning information.

The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

**Vicplan** <https://mapshare.vic.gov.au/vicplan/>

**Property and parcel search** <https://www.land.vic.gov.au/property-and-parcel-search>

# PROPERTY REPORT



Energy,  
Environment  
and Climate Action

## Area Map



Selected Property

# PLANNING PROPERTY REPORT



Department of Transport and Planning

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 27 May 2025 09:51 AM

## PROPERTY DETAILS

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 Council Property Number: **31820**  
 Planning Scheme: **Latrobe**  
 Directory Reference: **Vicroads 696 G5**

[www.latrobe.vic.gov.au](http://www.latrobe.vic.gov.au)

[Planning Scheme - Latrobe](#)

## UTILITIES

Rural Water Corporation: **Southern Rural Water**  
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## STATE ELECTORATES

Legislative Council: **EASTERN VICTORIA**  
 Legislative Assembly: **MORWELL**

## OTHER

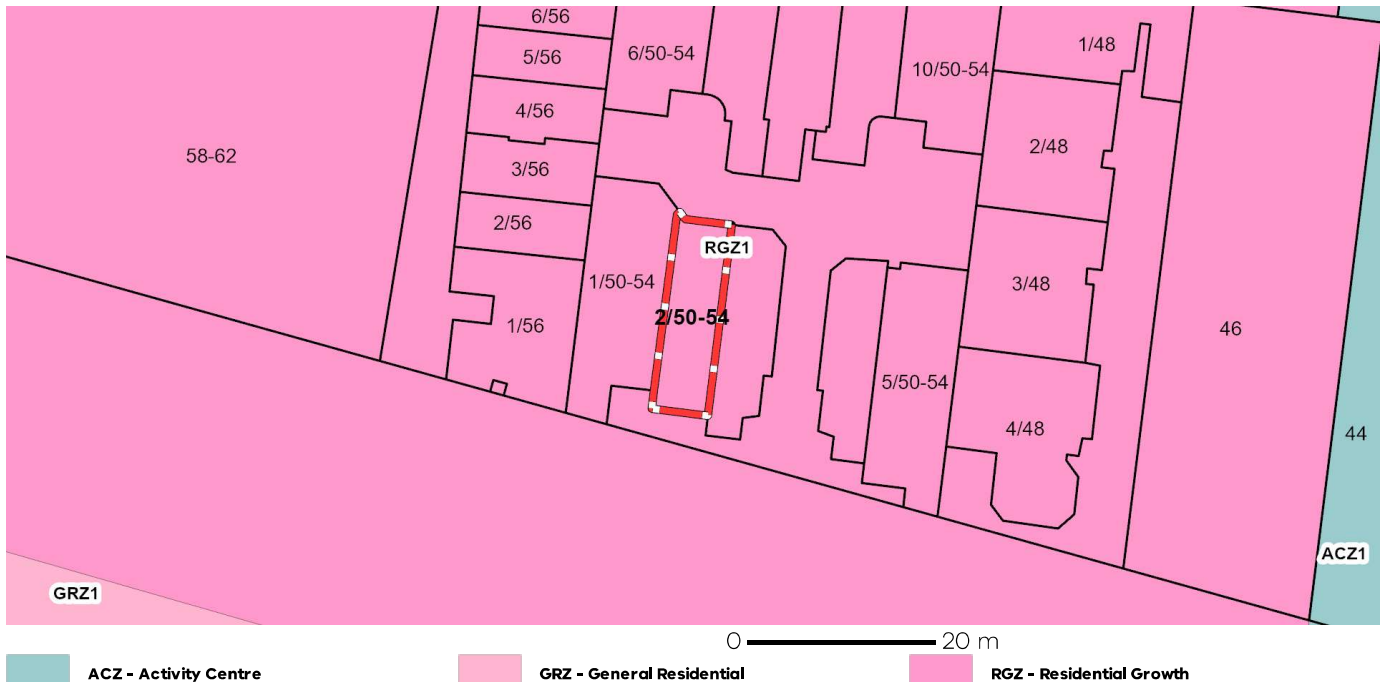
Registered Aboriginal Party: **Gunaikurnai Land and Waters Aboriginal Corporation**

[View location in VicPlan](#)

## Planning Zones

[RESIDENTIAL GROWTH ZONE \(RGZ\)](#)

[RESIDENTIAL GROWTH ZONE - SCHEDULE 1 \(RGZ1\)](#)



Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

# PLANNING PROPERTY REPORT



Department  
of Transport  
and Planning

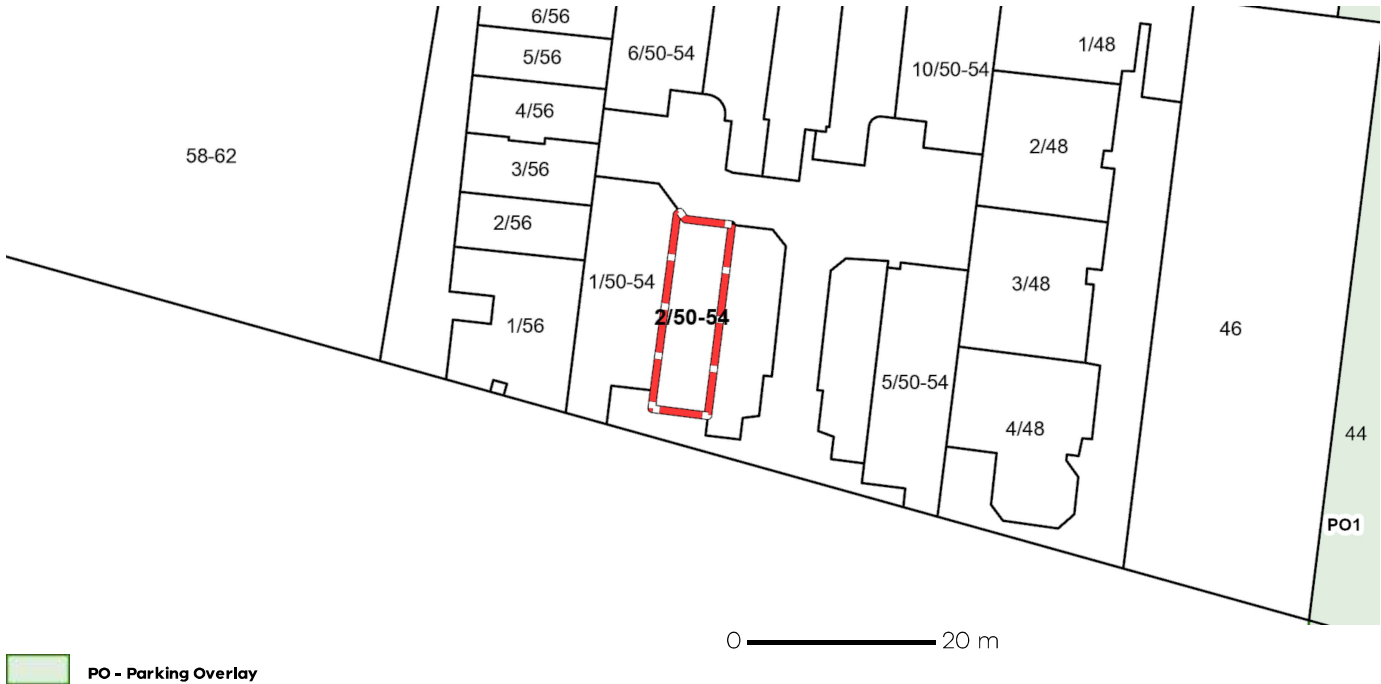
## Planning Overlay

None affecting this land - there are overlays in the vicinity

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

#### PARKING OVERLAY (PO)



PO - Parking Overlay

Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

## Further Planning Information

Planning scheme data last updated on 22 May 2025.

A **planning scheme** sets out policies and requirements for the use, development and protection of land.

This report provides information about the zone and overlay provisions that apply to the selected land.

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council

or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**.

It does not include information about exhibited planning scheme amendments, or zonings that may abut the land.

To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

For details of surrounding properties, use this service to get the Reports for properties of interest.

To view planning zones, overlay and heritage information in an interactive format visit

<https://mapshare.maps.vic.gov.au/vicplan>

For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

# PLANNING PROPERTY REPORT



Department  
of Transport  
and Planning

## Designated Bushfire Prone Areas

**This property is not in a designated bushfire prone area.  
No special bushfire construction requirements apply. Planning provisions may apply.**

Where part of the property is mapped as BPA, if no part of the building envelope or footprint falls within the BPA area, the BPA construction requirements do not apply.

Note: the relevant building surveyor determines the need for compliance with the bushfire construction requirements.



Designated BPA are determined by the Minister for Planning following a detailed review process. The Building Regulations 2018, through adoption of the Building Code of Australia, apply bushfire protection standards for building works in designated BPA.

Designated BPA maps can be viewed on VicPlan at <https://mapshare.vic.gov.au/vicoplan/> or at the relevant local council.

Create a BPA definition plan in [VicPlan](#) to measure the BPA.

Information for lot owners building in the BPA is available at <https://www.planning.vic.gov.au>.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website <https://www.vba.vic.gov.au>. Copies of the Building Act and Building Regulations are available from <http://www.legislation.vic.gov.au>. For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>.

## Native Vegetation

Native plants that are indigenous to the region and important for biodiversity might be present on this property. This could include trees, shrubs, herbs, grasses or aquatic plants. There are a range of regulations that may apply including need to obtain a planning permit under Clause 52.17 of the local planning scheme. For more information see [Native Vegetation \(Clause 52.17\)](#) with local variations in [Native Vegetation \(Clause 52.17\) Schedule](#)

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvim.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](#) or please contact your relevant council.

You can find out more about the natural values on your property through NatureKit [NatureKit \(environment.vic.gov.au\)](#)



**ACE BODY CORPORATE MANAGEMENT**  
TRARALGON

PO Box 459 Mt Eliza VIC 3930  
1300 223 220  
traralgon@acebodycorp.com.au  
ABN: 17 677 123 803

Franchisee: TAYLOR & CO HOLDINGS PTY LTD t/a Ace Body Corporate Traralgon  
Professional Personal Service | www.acebodycorp.com.au

Littleton Hackford

5th June 2025

Dear Littleton Hackford

**Re: OWNERS CORPORATION CERTIFICATE - LOT 2, PLAN NO. PS 313177P**

In response to your request, we now attach an Owners Corporation Certificate for Lot 2 in Plan No. PS 313177P dated 5th June 2025. This certificate is intended for use for the purpose of section 151 of the *Owners Corporations Act 2006 ("Act")*.

Pursuant to section 151(4)(b) of the Act, we also attach the following:

- (a) A copy of the Rules for this Owners Corporation;
- (b) A statement of advice and information for prospective purchasers of a strata title lot in Victoria in accordance with Regulation 17 of the *Owners Corporations Regulations 2018*; and
- (c) A copy of the minutes of the last annual general meeting of the Owners Corporation showing all resolutions passed at that meeting.

Please note that if you require any further information on the matters reported in the attached Owners Corporation Certificate, you may inspect a copy of the Owners Corporation Register in accordance with section 150 of the Act. An inspection of the Register must be booked in advance by contacting our office during business hours or via email at [traralgon@acebodycorp.com.au](mailto:traralgon@acebodycorp.com.au). Please note the inspection of the Register may require the payment of a fee.

Yours faithfully

A handwritten signature in black ink, appearing to read 'A. Taylor', written over a horizontal line.

Registered Manager

Full name: Adam Taylor  
Company: Ace Body Corporate Management (Traralgon)  
Address of registered office: 49 Koetong Parade Mount Eliza Victoria  
3930

05/06/2025

Date

# OWNERS CORPORATION CERTIFICATE

*Owners Corporations Act 2006, s.151 Owners Corporations Act 2006, Owners Corporations Regulations 2018*

**As at 5th June 2025**

## 1. OWNERS CORPORATION DETAILS

Plan Number: PS 313177P

Address of Plan: 50-54 Kay Street Traralgon 3844

Lot Number this statement relates to:

Unit Number this statement relates to:

Postal Address: PO Box 459 Mount Eliza Victoria 3934

## 2. CERTIFICATE DETAILS

Vendor: Christopher Robertson & Kerrie Robertson

Postal Address for Lot 2: 16 Alexandra Avenue Traralgon Victoria 3844

Purchaser:

Person requesting Certificate: Littleton Hackford

Reference: ( Ref: 250668)

Address:

Fax:

E-mail: [ownerscorp@infotrack.com.au](mailto:ownerscorp@infotrack.com.au)

## 3. CURRENT ANNUAL LEVY FEES FOR LOT 2

### ADMINISTRATIVE FUND

The annual administrative levy fees for Lot 2 are **1,600.00 per annum** commencing on 1 October 2024. Levies for this plan are raised over **2 periods**

Period	Amount	Due Date	Status
01/10/24 to 31/03/25	800.00	01/10/24	Paid
01/04/25 to 30/09/25	800.00	02/04/25	Paid

### Maintenance Fund

There are currently no annual Maintenance Fund levy fees payable for Lot 2.

# OWNERS CORPORATION CERTIFICATE

(Continued)

As at 5th June 2025

For Plan No. PS 313177P - Lot 2

## 4. CURRENT LEVY POSITION FOR LOT 2

Fund	Balance	Paid To
Administrative	0.00	30 September 2025
Maintenance Fund	0.00	
<b>BALANCE</b>	<b>0.00</b>	

## 5. SPECIAL LEVIES

There are currently no special levy fees due for Lot 2.

## 6. OTHER CHARGES

There are currently no additional charges payable by Lot 2 that relate to work performed by the owners corporation or some other act that incurs additional charge.

## 7. FUNDS HELD BY OWNERS CORPORATION

The owners corporation holds the following funds as at 5 June 2025:

Account / Fund	Amount
Administrative Fund	13,504.13
Maintenance Fund	0.00
<b>TOTAL FUNDS HELD AS AT 5 JUNE 2025</b>	<b>\$13,504.13</b>

## 8. INSURANCE

The owners corporation currently has the following insurance cover in place:

**Policy**

Policy No.	VRSC21007363
Expiry Date	30-October-2025
Insurance Company	Strata Community Insurance Agencies Pty Ltd (SCI)
Broker	Resolute Property Protect Pty Ltd
Premium	7914.04

**Cover Type**

	<b>Amount of Cover</b>
Common Area Contents	40306
Damage (i.e. Building) Policy	4030595
Fidelity Guarantee Insurance	10000
Floating Floors	Insured
Government Audit Costs	25000
Government Audit Costs - Appeal Expenses	100000
Government Audit Costs - Legal Defense Expenses	50000
Loss Of Rent/Temporary Accommodation	604589
Lot Owner's Fixtures and Improvements	300000
Property, Death and Injury (Public Liability)	20000000
Voluntary Workers Insurance	200,000 / 2,000

## OWNERS CORPORATION CERTIFICATE

(Continued)

As at 5th June 2025

For Plan No. PS 313177P - Lot 2

### 9. CONTINGENT LIABILITIES

The owners corporation has no contingent liabilities arising from legal proceedings not otherwise shown or budgeted for in items 3, 5 or 6 above.

### 10. CONTRACTS OR AGREEMENTS AFFECTING COMMON PROPERTY

The owners corporation has not or do not intend in the foreseeable future to enter into any contracts affecting the common property.

### 11. AUTHORITIES OR DEALINGS AFFECTING COMMON PROPERTY

The owners corporation has not granted any authorities or dealings affecting the common property.

### 12. AGREEMENTS TO PROVIDE SERVICES

The owners corporation has made the following agreements to provide services to lot owners and occupiers or the general public for a fee:

Date of Agreement	Name of Service Provider	Agreement provided to	Status	Brief Description
01/01/2017	Steve Walkley Steve's Home & Garden	Lot Owners	Current	Lawn Mowing Common Area & Garden Maintenance
21/01/2019	Gippy Gutters	Lot Owners	Current	Yearly Roof Gutter Clean
11/04/2022	Dallas Inglis, R.W. & A.R. Inglis Pty Ltd	Lot Owners	Current	Annual Maintenance and Cleaning of Common Group Meter Box(s)

### 13. NOTICES OR ORDERS

The owners corporation currently has no orders or notices served in the last 12 months that have not been satisfied.

### 14. CURRENT OR FUTURE PROCEEDINGS

The owners corporation is not currently a party to any proceedings or is aware of any circumstances which may give rise to proceedings.

### 15. APPOINTMENT OF AN ADMINISTRATOR

The owners corporation is not aware of an application or a proposal for the appointment of an administrator.

## OWNERS CORPORATION CERTIFICATE

(Continued)

As at 5th June 2025

For Plan No. PS 313177P - Lot 2

### 16. PROFESSIONAL MANAGER DETAILS

Name of Manager: Taylor & Co. Holdings Pty Ltd  
ABN / ACN: 17 677 123 803  
Address of Manager: 49 Koetong Parade Mount Eliza Victoria 3930  
Telephone: 1300223220  
Facsimile:  
E-mail Address: [traralgon@acebodycorp.com.au](mailto:traralgon@acebodycorp.com.au)

### 17. ADDITIONAL INFORMATION

The owners corporation provides the following information for the benefit of the purchaser:

For further information refer to the minutes of the last Annual General Meeting (attached).  \*\*\*Special Rules\*\*\* also attached.

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### SIGNING

The common seal is not required pursuant to Section 18A of the Owners Corporations Act 2006.



Registered Manager

Full name: Adam Taylor  
Company: Ace Body Corporate Management (Traralgon)  
Address of registered office: 49 Koetong Parade Mount Eliza Victoria  
3930

05/06/2025

Date

## **Schedule 3—Statement of advice and information for prospective purchasers and lot owners**

Regulation 17

### **What is an owners corporation?**

The lot you are considering buying is part of an owners corporation. Whenever a plan of subdivision creates common property, an owners corporation is responsible for managing the common property. A purchaser of a lot that is part of an owners corporation automatically becomes a member of the owners corporation when the transfer of that lot to the purchaser has been registered with Land Use Victoria.

If you buy into an owners corporation, you will be purchasing not only the individual property, but also ownership of, and the right to use, the common property as set out in the plan of subdivision. This common property may include driveways, stairs, paths, passages, lifts, lobbies, common garden areas and other facilities set up for use by owners and occupiers. In order to identify the boundary between the individual lot you are purchasing (for which the owner is solely responsible) and the common property (for which all members of the owners corporation are responsible), you should closely inspect the plan of subdivision.

### **How are decisions made by an owners corporation?**

As an owner you will be required to make financial contributions to the owners corporation, in particular for the repair, maintenance and management of the common property. Decisions as to the management of this common property will be the subject of collective decision making. Decisions as to these financial contributions, which may involve significant expenditure, will be decided by a vote.

### **Owners corporation rules**

The owners corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, occupiers or guests and grievance procedures. You should look at the owners corporation rules to consider any restrictions imposed by the rules.

### **Lot entitlement and lot liability**

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of owners corporation expenses that each lot owner is required to pay. Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

### **Further information**

If you are interested in finding out more about living in an owners corporation, you can contact Consumer Affairs Victoria. If you require further information about the particular owners corporation you are buying into, you can inspect that owners corporation's information register.

### **Management of an owners corporation**

An owners corporation may be self-managed by the lot owners or professionally managed by an owners corporation manager. If an owners corporation chooses to appoint a professional manager, it must be a manager registered with the Business Licensing Authority (BLA).

**IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE OWNERS CORPORATION OR ANY DOCUMENTS YOU HAVE RECEIVED IN RELATION TO THE OWNERS CORPORATION YOU SHOULD SEEK EXPERT ADVICE.**



**1 Health, safety and security****1.1 Health, safety and security of lot owners, occupiers of lots and others**

A lot owner or occupier must not use the lot, or permit it to be used, so as to cause a hazard to the health, safety and security of an owner, occupier, or user of another lot.

**1.2 Storage of flammable liquids and other dangerous substances and materials**

- (1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.
- (2) This rule does not apply to—
  - (a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
  - (b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

**1.3 Waste disposal**

An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots.

**1.4 Smoke penetration**

A lot owner or occupier in a multi-level development must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

**1.5 Fire safety information**

A lot owner must ensure that any occupier of the lot owner's lot is provided with a copy of fire safety advice and any emergency preparedness plan that exists in relation to the lot prior to the occupier commencing occupation of the lot.

**2 Committees and sub-committees****2.1 Functions, powers and reporting of committees and sub-committees**

A committee may appoint members to a sub-committee without reference to the owners corporation.

**3 Management and administration****3.1 Metering of services and apportionment of costs of services**

- (1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.
- (2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.
- (3) Subrule (2) does not apply if the concession or rebate—
  - (a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
  - (b) is paid directly to the lot owner or occupier as a refund.

**4 Use of common property****4.1 Use of common property**

- (1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
- (2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.
- (3) An approval under subrule (2) may state a period for which the approval is granted.
- (4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
- (5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
- (6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.
- (7) The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

**4.2 Vehicles and parking on common property**

An owner or occupier of a lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle—

- (a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
- (b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or
- (c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

- (1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
- (2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
- (3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.
- (4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
- (5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

## **5 Lots**

### **5.1 Change of use of lots**

An owner or occupier of a lot must give written notification to the owners corporation if the owner or occupier changes the existing use of the lot in a way that will affect the insurance premiums for the owners corporation.

#### **Example**

If the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes.

### **5.2 External appearance of lots**

- (1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
- (2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.
- (3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.
- (4) The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.
- (5) The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

### **5.3 Requiring notice to the owners corporation of renovations to lots**

An owner or occupier of a lot must notify the owners corporation when undertaking any renovations or other works that may affect the common property and/or other lot owners' or occupiers' enjoyment of the common property.

## **6 Behaviour of persons**

### **6.1 Behaviour of owners, occupiers and invitees on common property**

An owner or occupier of a lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.

### **6.2 Noise and other nuisance control**

- (1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.
- (2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

## **7 Dispute resolution**

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 28 calendar days after the dispute comes to the attention of all the parties.
- (5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.
- (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
- (6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.
- (6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the **Owners Corporations Act 2006**.
- (8) This process is separate from and does not limit any further action under Part 10 of the **Owners Corporations Act 2006**.

BODY CORPORATE PLAN NO. 313177P SPECIAL RULES

"THE ELMS" 50-54 KAY STREET, TRARALGON

REGULATION 407 SUBDIVISION (BODY CORPORATE) REGULATIONS 1989

USE OF COMMON PROPERTY AND LOTS

1. A member must not, and must ensure that the occupier of a member's lots does not -
  - (a) use the common property or permit the common property to be used in such a manner as to unreasonably interfere with or prevent its use by other members or occupants of lots or their families or visitors; or
  - (b) park or leave a vehicle on the common property so as to obstruct a driveway or entrance to a lots or in any place other than in a parking area specified for such purpose by the body corporate; or
  - (c) use or permit a lot affected by the body corporate to be used for any purpose which may be illegal or injurious to the reputation of the development or may cause a nuisance or hazard to any other member or occupier of any lots or the families or visitors of any such member or occupier; or
  - (d) make or permit to be made any undue noise in or about the common property or any lot affected by the body corporate; or
  - (e) make or permit to be made noise from music or machinery which may be heard outside the owner's lot between the hours of midnight and 8.00 am; or
  - (f) keep any animal on a lot affected by the body corporate or the common property after being given notice by the body corporate to remove such animal after the body corporate has resolved that the animal is causing a nuisance.

2. A member shall and shall ensure that the occupier of a member's lot shall -
  - (a) notify the body corporate forthwith of any change of ownership or of occupancy of his or her unit;
  - (b) permit free access to any contractor engaged by the Body Corporate to pressure-wash and clean the external walls and surfaces of the buildings on the lots when required to do so;
  - (c) pay such levy as the body corporate shall make in respect of such cleaning either as part of periodic fees and levies or as a separate levy.
  
3. The body corporate shall -
  - (a) engage a contractor to pressure-wash and clean the external walls and surfaces of the buildings on the lots when required as a result of ageing, weather conditions, or any other cause which results in deterioration or discolouration and not less than once in each calendar year;
  - (b) as a separate levy or as part of other periodic levies and fees charge the owner of each lot for the costs of such cleaning based on the lot liability of the owner.



## ACE BODY CORPORATE MANAGEMENT

TRARALGON

PO Box 459 Mt Eliza VIC 3930

1300 223 220

traralgon@acebodycorp.com.au

ABN: 17 677 123 803

Franchisee: TAYLOR & CO HOLDINGS PTY LTD t/a Ace Body Corporate Traralgon

Professional Personal Service | www.acebodycorp.com.au

**MINUTES OF AN ANNUAL GENERAL MEETING  
OWNERS CORPORATION PLAN NO. PS 313177P  
ADDRESS OF THE OWNERS CORPORATION: 50-54 Kay Street, Traralgon, VIC, 3844**

**DATE, PLACE & TIME OF MEETING:** An Annual General Meeting of Owners Corporation Plan No. PS 313177P was held on **12 Feb 2025** at CWA Hall, Hotham st, via Teleconference, traralgon, VIC, 3844.

The meeting commenced at 5:00 PM.

**LOTS REPRESENTED:** Chris Robertson Lot 2  
James Cornelius Hourigan & Amanda Jane Hourigan Lot 3  
Qin yang Lot 4  
Eric Martin Lot 5  
Joanne Clay Lot 6  
Nicola Anne Epps Lot 7  
Tanya Taylor Lot 8  
Leonie Krutli Lot 10

**PRESENT BY PROXY:** Graeme Krutli Lot 10  
(*In favour of Leonie Krutli*)

**APOLOGIES:** Qin Yang – Lot 4  
Tanya Taylor – Lot 8

**IN ATTENDANCE:** James Hourigan – Lot 3  
Eric Martin – Lot 5  
Joanne Clay – Lot 6  
Nicola Epps – Lot 7  
Leonie Krutli – Lot 10  
Graeme Krutli – (in favour of Lot 10)  
Adam Taylor – OC Manager

**QUORUM:** A quorum was declared.

**CHAIRPERSON:** Adam Taylor

**MINUTES OF AN ANNUAL GENERAL MEETING – Wednesday, 12 February 2025**  
**OWNERS CORPORATION PLAN NO. PS 313177P**

**1 TO CHAIR THE MEETING:**

**RESOLUTION:** That the Owners Corporation appoint a chairperson (Adam Taylor) to convene the Annual General Meeting.

**Motion CARRIED.** Yes 6 No 0 Abstain 2

**2 MINUTES:**

**RESOLUTION:** That the Minutes of the last Annual General Meeting of the Owners Corporation held 13 November 2023 be adopted and confirmed as a true record and account of the decisions made at that meeting.

**Motion CARRIED.** Yes 5 No 0 Abstain 3

**3 RECEIVE MANAGER'S REPORT:**

**RESOLUTION:** In accordance with Sections 71 (2) (h) and 115 of the Owners Corporation Act 2006, please find attached to the notice a copy of the Owners Corporation **Manager's Report**.

**Motion CARRIED.** Yes 6 No 0 Abstain 2

**4 FINANCIAL STATEMENT:**

**RESOLUTION:** That the financial statements for the period ending 30 September 2024 (which report total members' funds of \$11,048.41 as per report attached) be adopted.

*There are currently Nil in outstanding levies.  
Lots in arrears:*

**Motion CARRIED.** Yes 6 No 0 Abstain 2

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**MINUTES OF AN ANNUAL GENERAL MEETING – Wednesday, 12 February 2025  
OWNERS CORPORATION PLAN NO. PS 313177P**

**14 MAINTENANCE AND AUDIT OF COMMON GROUP METER BOX:**

**RESOLUTION:** Owners are advised that the electrical regulations require the group meter box to be locked with an industry padlock. The OHS requirements and standards imposed by the OC require access to the group meter box only by authorised persons (electricians) Keys are not distributed to owners. Other electricians hold some keys to access these industry locks, but they may not have the key for the lock installed at your OC. If your chosen electrician does not have a key then access can be arranged via Gauci Electrical who are the electricians for the Owners Corporation. Owners have the right to access the group meter to inspect their meter, but an electrician must facilitate access.

**Motion** that the manager arranges the annual maintenance, safety inspection and cleaning as required of the common group meter box(es).

**Current Contractor:** Gauci Electrical

**Last inspection date:** January 2025

**Motion CARRIED.**

**Yes 7**

**No 0**

**Abstain 1**

**15 MAINTENANCE FUND FOR FUTURE EXTERIOR PAINTING:**

**RESOLUTION:**

Raised AGM 2022, and AGM 2023 - It has been 10 years since the complex was painted.

A maintenance fund is proposed, all lot owners contributing a set amount (proposed options below) twice yearly, until there is enough in the maintenance fund (3-5) years) to paint the exterior.

Quotes will not be sought until at least 80% of funding is raised, but estimated costs \$40,000

Motion to commence maintenance fund.

Motion Amended

Motion to establish a maintenance fund for the exterior painting of the building and that the committee will discuss and determine amount to raise and the time frame. Manager to assist where required.

**Motion CARRIED.**

**Yes 4**

**No 0**

**Abstain 3**

**Alternatives for MAINTENANCE FUND FOR FUTURE EXTERIOR PAINTING**

**No option selected as the Committee will determine the scope for painting and the raising of funds.**

**MINUTES OF AN ANNUAL GENERAL MEETING – Wednesday, 12 February 2025  
OWNERS CORPORATION PLAN NO. PS 313177P**

**16 CHARGING & WAIVING OF PENALTY INTEREST, AND PAYMENT PLANS:**

**RESOLUTION:** That the Owners Corporation confirm to charge **penalty interest** in accordance with the conditions set out by the Owners Corporation Act 2006 Part 3.  
The penalty interest rate is currently set at 10%.

**Waiver of Penalty Interest and Late Payment Fees.**

That the owners corporation authorise the owners corporation manager, when finalising outstanding fees, charges and contributions, to waive from the lot ledger, penalty interest up to \$100. This waiver is only applicable to lots that have not received any waiver of penalty interest in the past two (2) years. Any waiver of interest will require the amount to be paid in full with the credit being carried forward to be applied to future fees.

**Payment Plans:**

That the owners corporation delegate the authority to the owners corporation manager to enter the lot owner/s and owners corporation into a payment plan arrangement where the outstanding balance of fees, charges and contributions is paid out in full within six (6) months, or in accordance with a policy adopted by the Committee from time to time, and subject to all future fees, charges and contributions being paid on-time and in full.

Debt policy is suspended whilst complying with an approved payment plan. This debt policy will be re-activated when a payment plan is breached. Amounts owing on a Payment Plan are still considered in arrears and owners will not be able to vote at General Meetings whilst in arrears.

**Motion CARRIED.**

**Yes 7**

**No 0**

**Abstain 1**

---

**MINUTES OF AN ANNUAL GENERAL MEETING – Wednesday, 12 February 2025  
OWNERS CORPORATION PLAN NO. PS 313177P**

**DEBT RECOVERY & LEGAL ACTION:**  
**17**

**RESOLUTION:** That the owners corporation authorise:

1. the owners corporation manager to arrange for the issue of debt collection and legal proceedings against the owner/s of lot/s in arrears, and
2. debt collection and legal cost/s of these proceedings to be invoiced back to the owner/s of lot/s who are being pursued for the arrears, and
3. that the owners corporation may recover, as a debt due from the person or persons in default or breach, the costs, charges and expenses incurred by the owners corporation
4. that the owners corporation may recover from any instigating lot owner the cost of any works undertaken for the use of that lot such as, but not limited to, Title searches, key issue/recovery, attendance to record searches, or other incidentals.

**Process:**

Levy payments are required by the due date. Penalty Interest will be charged on any overdue amount. A reminder notice will be forwarded when approximately 15 days overdue. When a Levy is more than 28 days overdue, a statement will be sent confirming interest is being charged on the overdue levy. A fee of \$30.00 will be charged and recoverable from the indebted lot owner. When a Levy is more than 60 days overdue a Final Notice will be sent stating that the Owners Corporation intends to take action under Part 11 to recover the amount due. A fee of \$100.00 will be charged and recoverable from the indebted lot owner.

**Legal Action:**

Where a lot is more than \$1500 in arrears, and a Final Notice has been issued, the Owners Corporation will make an application to V.C.A.T. or the Magistrates Court (via CLP Lawyers) for an order requiring the lot owner to pay all overdue fees, charges and interest owing. A letter confirming this action will be sent and the indebted lot owner charged \$30.00.

The costs incurred by the Owners Corporation in recovering fees and levies due under Section 32 of the Owners Corporation Act 2006, will be fully recoverable from the indebted lot owner. This includes administrative fees charged to the Owners Corporation by the manager and all legal fees incurred as a result of the failure to pay levies, fees and charges due. VCAT or Magistrates Court fees to recover a debt are payable by the indebted lot owner.

Third-party debt collection agencies are authorised and costs of 7.5% to 10% of debt are payable to OC. This amount will be charged to the indebted lot owner. A site visit to the owner's address, by the debt collection agency, may be required at a cost not exceeding \$185.00. This amount will be charged to the indebted lot owner. All fees not recovered at VCAT will remain on the lot ledger and will be the responsibility of the indebted lot owner or any subsequent new owner.

That accrued funds will be used to fund costs and if there are insufficient funds the manager is approved to raise a special levy to cover the debt collection costs.

Please note that Solicitor fees are payable by the Owners Corporation and the Debt is recoverable from the indebted lot owner. The manager will also charge additional fees at the hourly rate for services relating to further legal action.

Current policy - Special Resolution (2018): Motion that the Owners Corporation PS 313177P resolved to take legal action in a court of competent jurisdiction, against the registered and equitable owner of ANY Lot in Arrears in Owners Corporation PS 313177P to recover unpaid fees, levies, interest administration fees, legal fees and breaches of the Owners Corporations Act 2006.

**Motion CARRIED.**

**Yes 7**

**No 0**

**Abstain 1**

**MINUTES OF AN ANNUAL GENERAL MEETING – Wednesday, 12 February 2025  
OWNERS CORPORATION PLAN NO. PS 313177P**

**18 ESSENTIAL SAFETY MEASURES (ESM):**

**RESOLUTION:** That the Owners Corporation will review its mandatory responsibility in accordance with the Victorian Building Regulations 2006 (Part 10) & OHS Act 2004, Section 21 (3) in relation to the fire services, safety and risk management; and

That the Owners Corporation is to ensure the essential service items are attended to in accordance with the Building Code of Australia.

**Common Area Lighting:** There are 4 common lights. (No common Power)

**Essential Services (Common Area):** Inspections of Essential Services for the common area are carried out according to the Certificate of Occupancy. As required under the Building Act 1993, Building Regulations 2018, Australian Standards and Building Codes of Australia.

**Fire Appliances (Common Area):** N/A - Nil Installed

**Emergency Lighting Testing and Inspection (Common Area):** N/A

**Electrical Safety:** Owners are required to arrange the annual maintenance and cleaning of their meter/fuse box. (meters are not housed collectively therefore this is an owner's responsibility).

**Motion CARRIED.**

**Yes 7**

**No 0**

**Abstain 1**

**19 USE OF COMMON SEAL:**

**RESOLUTION:** That the Owners Corporation authorize the destruction of the common seal as it is no longer a requirement under Section 18 of the Owners Corporations Acts.

**Motion CARRIED.**

**Yes 7**

**No 0**

**Abstain 1**



**MINUTES OF AN ANNUAL GENERAL MEETING – Wednesday, 12 February 2025  
OWNERS CORPORATION PLAN NO. PS 313177P**

**23 GENERAL BUSINESS:**

**RESOLUTION:**

Discussion on additional items raised by any of the members will be forwarded to the elected committee at the first meeting of the Owners Committee for further instructions.

Items raised – Garden Planting, Common driveway entry pavement repair, Fencing repair, Security.

**Motion CARRIED.**

**Yes 5**

**No 0**

**Abstain 3**

**24 GENERAL (ENDURING) RESOLUTIONS:**

**RESOLUTION:** That owners are satisfied with the list of General (Enduring) Resolutions. No changes have been requested and all motions remain in place from year to year, unless the Owners Corporation resolves to change them.

***A request to change a current resolution can only be made by the committee or an owner representing at least 25% of owners.***

**Internal Picket Fences:** These are within lot boundaries and a lot owner's responsibility to repair. Exterior Change in Appearance: Model Rule 5.2 Applies - External appearance of lots (1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot. There was a general discussion relating to some units making changes to the external appearance of their lot without approval. The complaint process pursuant to the Owners Corporation Act applies to these issues. – The issue is reported via the approved dispute form and if the issue is not rectified or permission is sought by the offending owner, the dispute process is commenced. This requires a special meeting (additional cost to OC) Please note that owners who make changes without approval may be ordered to reinstate the change back to its original state.

**Paint Colours for Complex (2021):** Details on file for the colours of the complex date back to 2012. Colour Charts - All car-port ceilings and all eaves will be painted in "Buff it" W A144. All fences will be painted in "Buckeroo" BR19. The units will be painted in a coordinated manner in one of the other 4 colours - CB Paperbark W; Buckeroo BR 19; CB Jasper EDT and Deep Bamboo UD A164 (unknown which was selected). Colours to be confirmed by owners. Preferred to match existing - possible funding requirements FYE 2023. Motion that the above colours are the only permitted colours. If an owner has a painted item colour matched, they are to be provided to OC with the colour.

**Roller Shutters (2021):** Motion that roller shutter blinds (Lot 8) are approved, and colours as required to match existing colours. If a different colour is preferred, further approval will be required. Blinds must be professionally installed.

**Front Doors (2020):** Doors and security screens that are consistent and similar to existing within the complex can be changed or repaired without approval. Please note any door or screen that is different will require Owners Corporation written approval.

**Garage Doors (2020):** Motion that it was resolved that garage doors are authorised to be installed in the carports. These doors will be a lot owner cost and responsibility. They must be professionally installed and panel profile. They must be white in colour to match existing white within the complex (name/shade of white not known - owner required to colour match). The white colour is to be consistent with the colour scheme of the Owners Corporation. Approval is required for any installation outside these requirements. Motion that it was resolved that if a garage door is installed a 6ft (approx) picket fence is to be erected as the boundary fence adjacent to the carport. This fence is to be the same colour as the roller door.

**Common Seal (2023)** Pursuant to section 18A Owners corporation is not required to have or

**MINUTES OF AN ANNUAL GENERAL MEETING – Wednesday, 12 February 2025  
OWNERS CORPORATION PLAN NO. PS 313177P**

use a common seal. Motion that the common seal is no longer required and has been removed.

**Air Conditioners (2023):** Motion that air conditioners must be installed within your lot boundary and has minimal impact on the outward appearance. All external pipes and control panels that are visible (externally installed) must be painted a colour consistent with the complex. (Preference is to have these items installed internally).

**Solar Panels (2021):** Motion that solar panels are permitted on roofs, but they must be flat mounted, entirely within lot boundaries and professionally installed. All external pipes and control panels that are visible (externally installed) must be painted a colour consistent with the complex. (Preference is to have these items installed internally)

**Letter Boxes (2019):** Motion that each owner (or occupant) is responsible to clear mail and junk mail from their letter box.

**Exterior Lighting (2017):** Motion that lot owners are authorised to install subtle solar or sensor lighting upon their lots and along the common area driveway / footpaths in front of their lots. Maintenance of these lights will be the lot owners responsibility.

**Rubbish Bins (2017):** Motion that each lot is responsible for putting out and collecting their individual bins. Bins are to be put out the night before collection and returned ASAP after collection. Bins are to be kept within each lot boundary or other authorised area. Bins are not to be left in or within the view of the common area. Council has the authority to fine occupants for rubbish bins that have been left on the nature strip and not returned to a person's property.

**\*\*Owners Please Note:** Please do not park cars in front of bins on collection morning (Thursday)\*\*

**Dumping of Rubbish:** Members are reminded not to dump or leave rubbish on the common property.

**Collection of Fees and Bank Account (2019):** Motion that the Manager (or the manager's delegate), pursuant to its appointment as manager for the Owners Corporation, is authorised to collect the fees for the Owners Corporation and to operate a bank account on behalf of the Owners Corporation.

The Strata Manager will not issue a Work Order or engage any Contractors for the provision of any goods or services, unless they have complied with the minimum requirements as defined in Contractor OH&S form. Minor works of cost of \$1000 or less will be actioned with one quote. Additional quotes will incur an additional management fee.

**Motion CARRIED.**

**Yes 7**

**No 0**

**Abstain 1**

**MINUTES OF AN ANNUAL GENERAL MEETING – Wednesday, 12 February 2025  
OWNERS CORPORATION PLAN NO. PS 313177P**

**25 ONLINE PORTAL ACCESS & REQUEST FOR DOCUMENTS:**

**RESOLUTION:** Owners have access to an OC community portal, which allows owners to view and download correspondence for the Owners Corporation including recent fee notices, tax statements, insurance information, model rules, COC, complaint and proxy forms, and other relevant documents.

- This portal also allows owners to view live and up-to-date financials of the Owners Corporation, providing greater transparency for the Owners Corporation financials.
- Owners with email addresses should have received login details. If you need access to My Community or a password reset please contact us.
- All Owners Corporation documents are held by the manager as required under the Owners Corporation Act.
- Most documents are uploaded to the portal. However, if I owners request a posted/emailed copy of any document the schedule fee applies.
- The standard Consumer Affairs cost for supplying documents is 1.15 x fee unit (\$18.78 for 2024-25) for a copy of any document.  
<https://www.consumer.vic.gov.au/housing/owners-corporations/finance-insurance-and-record-keeping/fees>

If you require portal access or your portal access needs to be reset please contact us.

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**MINUTES OF AN ANNUAL GENERAL MEETING – Wednesday, 12 February 2025  
OWNERS CORPORATION PLAN NO. PS 313177P**

**26 INSURANCE INFORMATION:**

**RESOLUTION:**

**Insurance:** The manager discloses that he is an Authorised Representative (per Corporations Act 2001 and registered with A.S.I.C.) for the Insurance Company. The Financial Services Guide (FSG) and Product Disclosure Statement (PDS) are tabled at the meeting. Owners are advised they are available online or from the managers office. Please contact the manager if you require a copy of these documents.

Motion that the manager upload the PDS & FSG to the online portal each renewal and this is deemed as service to all owners of the owners corporation.

**General Advice:** Any advice we give is General Advice please read the P.D.S. before making a decision. All insurance claims are handled by either the manager or direct with the insurance company.

For lot owner urgent maintenance please contact the required contractor and these costs are an owners responsibility.

**Current Insurance Company:** SCI Policy Details: - As per Insurance Report. Broker: Resolute Property Protect. 1300 668 033

**For after hours - emergencies and insurance claims - please contact Resolute 24/7 Emergency make safe repair line. Phone: 1300 726 842** If the incident is not an approved insurance claim you may be responsible for the associated call-out fees & repairs applicable.

Owners Corporation Act requires Insurance valuations to be conducted every 5 years.

ACE Body Corporate Management (Traralgon) as part of the ACE network has a relationship with ACE Hybrid Pty Ltd (ACN 608 879 367), whom under a Trust has a unit holder ownership in Resolute Property Protect Pty Ltd ("Resolute" ACN 157 850 827). Resolute is an insurance broker for ACE (Traralgon) as well as other entities across the strata industry in procuring insurance products for their customers. ACE (Traralgon) receives a dividend from this arrangement. The income is distributed via the Trust. Such dividend is approximately \$0 in aggregate over the last 2 years for all the ACE (Traralgon) customers who elect to utilise Resolute in procuring Insurance Products. ACE (Traralgon) act as an Authorised Representative of Resolute in providing general advice and administrative services related to ACE (Traralgon) customers, insurance policy renewals and claims management. This relationship is disclosed in the Authorised Representative's Financial Services Guide (FSG) that is sent to the committee and tabled at the Annual General Meetings (AGMs).

The manager discloses that as an Authorised Representative we receive a commission of up to 20% of the base premium for placing the insurance, processing and follow-up of insurance claims. The commission in no way affects the Owners Corporation insurance premiums. The last commission payment received was \$1,182.21

**Manager advises that lot owners are responsible for their own insurance needs, including, but not limited to, contents and public liability insurance inside their lots. It is important that owners organise their own insurance.**

**MINUTES OF AN ANNUAL GENERAL MEETING – Wednesday, 12 February 2025  
OWNERS CORPORATION PLAN NO. PS 313177P**

**27 ASBESTOS:**

**RESOLUTION:**

**Asbestos:** Any buildings built before 2003 is considered to contain asbestos.

Owners should note that a liability may exist in the event that a person residing, working in or visiting a building containing asbestos, that has not been properly managed, can identify that they contracted an asbestos-related illness from the Owners Corporation. There is a requirement under Sect 226 of the OHS Regulations 2017 to identify whether asbestos is present. As the Owners Corporation is in charge of the common property an asbestos audit is required.

Owners aware of Asbestos, within their lots, are to notify the manager of the location of the Asbestos. Owners are to arrange for an inspection and to treat suspected Asbestos as per recommendation in the inspection report. This may be the treatment or removal of the suspected Asbestos.

**Motion** that in the common area the Owners Corporation can manage this by:

- i. Instruct each contractor that there is NO asbestos report and to assume that asbestos is present. Any suspected asbestos must be treated pursuant to Australian Standards.
- ii. The manager is authorised to have any suspected asbestos tested and a quote is to be obtained for the treatment or removal of such Asbestos.

It was resolved not to Obtain a report that identifies the location and type of asbestos.

**28 GENERAL INFORMATION AND MEETING CLOSURE:**

**RESOLUTION:**

**Rules:** The Owners Corporation will be bound by the Special Rules (if applicable) of the Owners Corporation & Model Rules (Updated 2021) under the Owners Corporation Regulations 2018. Please contact manager if you require a copy. **New Model Rules 2021 - attached.**

All owners are reminded it is their responsibility to ensure all tenants are provided with a copy of the Model Rules and all owners, occupiers and tenants are bound by the Rules. A copy of the Rules are attached to the Owners Corporation Certificate (part of Section 32 documents).

**General Complaints - Breach of OC Rules:** All breaches of OC Rules require a grievance meeting. The manager will issue a breach notice for any proven breaches of the Rules. The notice is subject to a \$60.00 Admin Fee charged to the lot owner of the offending lot via a special levy.

Owners are responsible for the general tidiness, lawn mowing, garden maintenance and building maintenance within their own lots to a standard that does not affect the Aesthetics of the Owners Corporation. Owners are responsible to ensure tenants maintain the appropriate standard.

**Owners Details:** Members are reminded that it is the responsibility of the lot owners to ensure their contact details (including e-mail address) are kept up to date on the Owners Corporation Register.

**Electricity & Gas Meter Numbers:** New Owners and tenants sometimes have difficulty connecting power and gas services. The manager can record the MNI of their power meter and the gas meter number for each lot. Please forward these details if you want them stored on your file.

**OH&S:** The Manager advises owners to be aware of their obligations under OH&S and WorkCover Victoria when they engage the services of a contractor, especially to works carried out at height. It is advised that each owner (within their lot) is to ensure that all OH&S and WorkCover requirements re adhered to in accordance with the Building Codes of Australia.

**Essential Services:** It is advised that each owner (within their lot) is to ensure that the essential service items are attended to in accordance with the Building Codes of Australia. This includes but not limited to: Emergency Exit Lighting, Fire Doors and Walls, Paths of Egress, Air Conditioning units and extraction ducts and fans. Tested as required by relevant standards

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**Fire Appliances:** It is the responsibility of individual lot owners (within their lot) to ensure that the servicing of all fire appliances within their lots are carried out as per the essential services requirements of the Building Codes of Australia. This includes fire extinguishers, fire hoses and reels, hydrants, fire blankets, alarms, detectors, and any other fire equipment. Tested every 6 months.

**Smoke Detectors:** Members are reminded that smoke detectors are mandatory inside residential lots. They must be always kept operational as per provisions of Australian Standards AS3786. It is the responsibility of the lot owners to notify their tenants of this requirement. Please note that detectors have a 10-year expiry date and should be replaced if past expiry date.

**Parking:** Members are reminded that there is no parking in common driveway (other than designated) and under no circumstances are the vehicles to be parked on the lawns. Members with tenants must advise their tenants as this is a breach of the Rules of the Owners Corporation.

**Levy Payments: From March 2024 - DEFT payments cannot be made over the phone. From November 2024 - DEFT will no longer accept mail-in cheques, Cheques will continue to be accepted in-store at Australia Post.**

**Next Meeting:** AGM should recur closer to the Financial year end (30 Sep) so 2026 AGM to be pushed forward a few months.  
To set a similar time for the next Annual General Meeting.

**Close:** Confirmation of Closing time of the meeting:

**NEXT MEETING:**

The next Annual General Meeting is tentatively scheduled for February 2026 commencing at a time and venue to TBA

**CLOSE:**

As there was no further business, the meeting was declared closed at 06:23 PM.

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# Insurance Report

Owners Corporation for Plan No. PS 313177P

Policy number : VRSC21007363

50-54 Kay Street Traralgon Victoria 3844

## Insurance Policy Details

<b>Policy Number:</b>	VRSC21007363
<b>Period of Insurance:</b>	30 October 2024 to 30 October 2025
<b>Insurance Company:</b>	Strata Community Insurance Agencies Pty Ltd (SCI)
<b>Broker (if any):</b>	Resolute Property Protect Pty Ltd
<b>Amount of Premium:</b>	\$ 7,914.04
<b>Paid Date:</b>	25 October 2024

Policy Type	Amount of cover	Excess
Lot Owner's Fixtures and Improvements	300,000.00	1,000.00
Government Audit Costs - Legal Defense Expenses	50,000.00	1,000.00
Government Audit Costs - Appeal Expenses	100,000.00	1,000.00
Government Audit Costs	25,000.00	1,000.00
Fidelity Guarantee Insurance	10,000.00	1,000.00
Voluntary Workers Insurance	200,000 / 2,000	1,000.00
Property, Death and Injury (Public Liability)	20,000,000.00	1,000.00
Floating Floors	Insured	1,000.00
Loss Of Rent/Temporary Accomodation	604,589.00	1,000.00
Common Area Contents	40,306.00	1,000.00
Damage (i.e. Building) Policy	4,030,595.00	1,000.00

### Note

Burst Pipes and/or Resultant Water Damage from Burst Pipe, Overflow or Rainwater Excess - \$2,500

# Approved Annual Budget

Administrative Fund

Owners Corporation for Plan No. PS 313177P

1 October 2024 to 30 September 2025

50-54 Kay Street Traralgon Victoria 3844

Expenditure	Actuals 10/23 - 09/24	Budget 10/23 - 09/24	Budget 10/24 - 09/25	Var %
Administrative Fees & Charges, DEFT	165.77	165.77	174.06	5
Debt Collection Service	960.00	-	-	0
Electrical Circuits	165.00	200.00	185.00	(8)
Electricity - charges	375.96	575.00	575.00	0
Garden/Lawn Maintenance	830.00	2,200.00	2,200.00	0
Garden/Lawn Maintenance - gutter clearing	1,870.00	1,870.00	1,950.00	4
Insurance Premiums	7,400.98	7,400.97	8,510.00	15
Minor Building Maintenance	-	550.00	500.00	(9)
Plumbing Maintenance - leaking pipes	566.00	500.00	500.00	0
Strata Manager - disbursements	500.00	500.00	525.00	5
Strata Manager - management fees	1,890.00	1,890.00	1,985.00	5
<b>Total Administrative Fund Expenditure</b>	<b>14,723.71</b>	<b>15,851.74</b>	<b>17,104.06</b>	<b>8</b>

<b>Administrative Fund Summary</b>	<b>Budget 10/24 - 09/25</b>
------------------------------------	---------------------------------

Opening balance (Surplus)	11,078.22	
Expenditure during budget period	17,104.06	
	<b>6,025.84</b>	
<i>Less</i> Additional revenue during budget period	0.00	
<i>Plus</i> Planned surplus at end of budget period	9,974.16	
		<b>Per Ent</b>
<b>Budgeted levies to be raised \$</b>	<b>16,000.00</b>	160.0000
Last years budgeted levies raised	14,200.00	142.0000
Variance %	12.68	
Total Lot Liability	100	
<i>*May include insurance contributions</i>		

**1 October 2024 to 30 September 2025**  
**Owners Corporation for Plan No. PS 313177P**  
**50-54 Kay Street Traralgon Victoria 3844**

Levy Period Start 01/10/2024  
 Levy Period Duration 12 month(s)  
 No. of Instalment(s): 2  
 GSI NO

<b>TOTAL LEVIES</b>	<u>Per Period</u>	<u>Per Year</u>
Admin Fund	8,000.00	16,000.00
Total Contribution	8,000.00	16,000.00

<b>TOTAL LIABILITIES</b>	<u>Per Period</u>	<u>Per Year</u>
Admin Fund	80,0000	160,0000
Total Per Lot Liability	80,0000	160,0000

Yearly Levy By Period (Estimate Only)					
Lot No.	Unit No.	Lot Liability	Lot Entitlement	Administrative Fund	Total
1	1	10	10	800.00	800.00
2	2	10	10	800.00	800.00
3	3	10	10	800.00	800.00
4	4	10	10	800.00	800.00
5	5	10	10	800.00	800.00
6	6	10	10	800.00	800.00
7	7	10	10	800.00	800.00
8	8	10	10	800.00	800.00
9	9	10	10	800.00	800.00
10	10	10	10	800.00	800.00
		<b>100</b>	<b>100</b>	<b>16,000.00</b>	<b>16,000.00</b>

# Valuation and Rates Notice

For the period 1 July 2024 to 30 June 2025



**034** 23218  
 Mr C L Robertson and Mrs K M Robertson  
 PO Box 57  
 TRARALGON VIC 3844

To be eligible for the instalment program and receive reminder notices, you must pay the first instalment in full by 30 September 2024.

**Assessment number:** 318204  
**Issue date:** 16/08/2024

**Property:** 2/50-54 Kay Street, TRARALGON VIC 3844

Description: L 2 PS 313177  
 AVPCC: 120 - Single Strata Unit/Villa Unit/Townhouse  
 (see reverse)

Capital Improved Value (CIV): \$430,000      Valuation date: 01/01/2024  
 Effective as at: 01/07/2024

**Payments**

**Council rates and charges**

General Rates Residential (0.00297572 x CIV)	\$1,279.55
Municipal Charge	\$153.00
Waste Services Charge (Rubbish x1, Recycling x1, Green Waste x0)	\$311.00

**State government charges**

Fire Service Property Levy - Residential (0.000087 x CIV)	\$37.40
Fire Services Property Levy Fixed Charge	\$132.00
EPA Victoria Landfill Levy	\$31.00

**Total amount payable** **\$1,943.95**

**Your payment options:**

<b>Pay by instalment</b>	
Instalment 1	\$486.10
<b>Due: 30 Sept 2024</b>	
Instalment 2	\$485.95
Due: 30 Nov 2024	
Instalment 3	\$485.95
Due: 28 Feb 2025	
Instalment 4	\$485.95
Due: 31 May 2025	

**OR**

**Full payment**  
**Due date:** 15 February 2025 **\$1,943.95**

**Payment Plan or Difficulty paying on time?**  
 Contact us to apply for an alternative payment plan. Phone 1300 367 700 or email rates@latrobe.vic.gov.au

Payments made on or after 05 August 2024 may not be included

- Full payment: \$1,943.95
- Instalment: \$486.10

**Assessment number:** 318204  
**Property:** 2/50-54 Kay Street, TRARALGON VIC 3844

**Online Payment**      Ref: 318204  
 Online: [www.latrobe.vic.gov.au/pay](http://www.latrobe.vic.gov.au/pay)

**BPAY**      Biller Code: 6072  
 Ref: 318204  
 Pay 24 hours a day by phone or internet, direct from your bank account or via BPAY View.

**Post Billpay**      Biller Code: 0359  
 Ref: 318204  
 Pay 24 hours a day by credit card:  
 Online: [www.auspost.com.au/postbillpay](http://www.auspost.com.au/postbillpay)  
 Phone: 13 18 16

**Direct debit**  
 To arrange regular deductions, including weekly, fortnightly, monthly, quarterly or in full annually, from your bank account. Visit [www.latrobe.vic.gov.au/directdebit](http://www.latrobe.vic.gov.au/directdebit) or call 1300 367 700 to obtain a direct debit form.

**In person**  
 At any Latrobe City Service Centre or Library, (locations on reverse) or Australia Post outlet.

**Mail**  
 Detach this slip and send with payment to: Latrobe City Council PO BOX 264, Morwell VIC 3840.

**Centrepay**  
 To arrange regular deductions from your Centrelink payment, please use your Centrelink online account, Express Plus Centrelink mobile app or you can contact Centrelink in person or by phone and quote reference number (CRN): 555 070 553H.

Please retain this notice for your records as a fee of \$22.00 may be charged for replacement copies. Or, see page three for instructions on how to register for electronic notices in order to obtain a replacement copy free of charge.



\*359 318204

Council Use Only



More information overpage

149-023218-004-006-071339-90419

## Property Valuation and Rates

The **Capital Improved Value (CIV)** is the total market value of your property, including your **Site Value** (land value) plus the value of any buildings or other improvements.

Your property is revalued every year by an independent valuer appointed by the Valuer-General of Victoria (VGV) who is the sole valuation authority. Learn more and for FAQs visit

[www.latrobe.vic.gov.au/valuation](http://www.latrobe.vic.gov.au/valuation)

All properties in Victoria were revalued in January 2024. Therefore, your rates may have changed this year because a revaluation of your property has occurred.

Valuations vary depending on the current market, the size and quality of building construction, improvements such as pools or landscaping and the land size and location.

The VGV provides valuations to councils and the State Revenue Office for the purposes of council rates, land tax, and the Fire Services Property Levy.

Your rates are a property tax, calculated by multiplying the Capital Improved Value of your property by the rate in the dollar as determined by Council (see 'Rates charge' overpage).

For more information go to [www.propertyandlandtitles.vic.gov.au/valuation/council-valuations](http://www.propertyandlandtitles.vic.gov.au/valuation/council-valuations)

Your property valuation date is: **01 January 2024**

Capital Improved Value (includes Site Value)	<b>\$430,000</b>
Site Value only	<b>\$70,000</b>
Net Annual Value	<b>\$21,500</b>

## What is an AVPCC?

An AVPCC is an Australian Valuation Property Classification Code. An AVPCC is

allocated to each property by the valuer (appointed by the Valuer-General of Victoria) according to the use of the land – e.g. house, shop, farm. The land use classification is then used to calculate the Fire Services Property Levy.

## Objections to Valuation

You may be entitled to lodge an objection pursuant to section 17 of the Valuation of Land Act 1960.

If you disagree with your property valuation or Australian Valuation Property Classification Code (AVPCC) you have a right to lodge an objection within 60 days from the issue date on this notice. Please submit your objection online at: <https://ratingvaluationobjections.vic.gov.au/>

Or learn more by visiting [www.latrobe.vic.gov.au/objections](http://www.latrobe.vic.gov.au/objections)

## Other Objections

If you disagree with any other rate or charge you have a right under the Local Government Act 1989 (the Act) to:

- Apply to the Victorian Civil and Administrative Tribunal under section 183 of the Act for a review in relation to a differential rating.
- Appeal to the County Court under section 184 of the Act for a review in relation to a rate or charge.
- Apply (if applicable) to the Victorian Civil and Administrative Tribunal for a review under section 185 of the Act in relation to a decision by Council to impose a special rate or charge.

Your appeal must be lodged within 60 days from the issue date on this notice.

The grounds for appealing and the procedure for making an application are set out in the respective sections of the Act listed above.

## Financial hardship

You may be eligible to apply for the deferral or waiver of your rates, charges or levies if you are assessed by Council as experiencing genuine financial hardship. Visit our website to learn more about your eligibility.

## State Government Pension Concession

If you have an eligible Pensioner Concession Card or Veterans' Affairs Gold Card and you meet the eligibility criteria you may be entitled to a State Government concession on your rates of up to \$259.50. If your concession does not appear on your rates notice, then download an application form at [www.latrobe.vic.gov.au/concession](http://www.latrobe.vic.gov.au/concession) or collect one from any of our service centres.

Eligible pensioners and veterans also receive a \$50 State Government concession on the Fire Services Property Levy.

A Health Care Card or Seniors Card does not entitle the holder to a concession.

## Change of details

Change your contact details, including postal address and property ownership, by visiting [www.latrobe.vic.gov.au/changemydetails](http://www.latrobe.vic.gov.au/changemydetails) or contact us.

## Privacy

Personal information included in this notice is used by Latrobe City Council for the primary purpose of issuing and collecting municipal rates, or for a lawful secondary purpose.

Your personal information may also be disclosed to other government agencies in relation to matters that may potentially affect you or your property, or debt collection agencies where rates remain unpaid.

Visit our website to read our privacy policy.

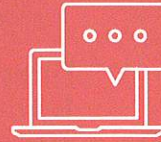
# Any questions?



1300 367 700  
Weekdays  
8.30am to 5.15pm



In person at our service centres and libraries  
Note that we are closed on public holidays.



[latrobe.vic.gov.au/rates](http://latrobe.vic.gov.au/rates)



[rates@latrobe.vic.gov.au](mailto:rates@latrobe.vic.gov.au)

### Churchill

9-11 Philip Parade

Mon – Fri: 8.30am to 5.15pm  
Closed at lunchtimes: 12pm to 1pm

### Moe

1-29 George Street

Mon – Fri: 8.30am to 5.15pm  
Sat: 9am to 12pm

### Morwell

141 Commercial Road

Mon – Fri: 9am to 5pm

63-65 Elgin Street (Library)

Credit card only, no cash or cheques

Mon – Fri: 8.30am to 5.15pm  
Sat: 9am to 12pm

### Traralgon

34-38 Kay Street

Mon – Fri: 8.30am to 5.15pm  
Sat: 9am to 12pm



Customer enquiries  
1800 050 500

Faults & emergencies 24hrs  
1800 057 057

[www.gippswater.com.au](http://www.gippswater.com.au)



C Robertson & K Robertson  
PO Box 57  
TRARALGON VIC 3844



034  
1000237  
R1\_503

Account number:

**0013463411**

Amount due:

**\$356.18**

Pay by:

**10 October 2024**

**Date of issue:** 12 September 2024

**Tax invoice:** 6957027

**Service address:**

2/50 Kay St Traralgon Vic 3844

Previous balance	\$344.54
Payments received up to 12 September 2024	\$344.54 CR
Balance	\$0.00
Current charges (over page)	\$356.18
<b>Total amount due</b>	<b>\$356.18</b>
Total includes GST of	\$0.00

**Payment assistance is available**

If you are having difficulty paying your bill, we can help. Call us on 1800 050 500.

**Have you registered for a concession?**

Contact us if you think you may be eligible for a concession and it has not been included in the total amount due.

**We issue invoices three times per year.**

*PAID 9.18 10/10/24*



**How to pay**



**Direct Debit**

To register for direct debit call us or visit [www.gippswater.com.au/direct-debit](http://www.gippswater.com.au/direct-debit)



**Online**

Scan the QR code with your smartphone or go to [my.gippswater.com.au/pay-now](http://my.gippswater.com.au/pay-now) to pay with Visa or Mastercard.



**BPAY**

Billers Code: 3475  
Ref: 3680 0000 1346 3411 8



**Phone**

Call 1800 050 500 and select Option 1.



**Post Office**

Pay in person at any Australia Post outlet.



To mail your payment, detach the bottom section of the next page and mail with your cheque to:  
PO Box 348 TRARALGON VIC 3844.



**Centrepay**

Use Centrepay to make regular deductions from your Centrelink payment. Centrepay is a voluntary and easy payment option available to Centrelink customers. Go to [servicesaustralia.gov.au/centrepay](http://servicesaustralia.gov.au/centrepay) for more information on how to set up your Centrepay deductions.

**Your current charges - 1 July 2024 to 31 October 2024**



Water Service Charge

\$63.66



Wastewater Service Charge

\$292.52

**Your charges explained**

**Water service**

This is a fixed charge for us to maintain the quality of your drinking water and maintain and construct water mains and treatment plants.

**Wastewater/sewerage service**

This is a fixed charge for us to responsibly dispose of the wastewater/sewage from your property with the exception of properties serviced by septic tank systems.



If you are deaf or find it hard hearing or speaking with people on the phone visit [relayservice.gov.au](http://relayservice.gov.au) or call 1800 555 677 for the Telephone Typewriter Service (TTY).



For interpreter or translation services call 13 14 50.

**Payment slip**

Gippsland Water  
PO Box 348 TRARALGON VIC 3844  
ABN 75 830 750 413



\* 368 00134634118

Account number: 0013463411  
C Robertson & K Robertson

Tax invoice number: 6957027

Amount Paid

Date Paid

# Property Clearance Certificate

## Land Tax



INFOTRACK / LITTLETON HACKFORD

<b>Your Reference:</b>	250668
<b>Certificate No:</b>	91175858
<b>Issue Date:</b>	27 MAY 2025
<b>Enquiries:</b>	ESYSPROD

**Land Address:** UNIT 2, 50 -54 KAY STREET TRARALGON VIC 3844

Land Id	Lot	Plan	Volume	Folio	Tax Payable
23296575	2	313177	11335	459	\$325.00

**Vendor:** KERRIE MICHELLE ROBERTSON & CHRISTOPHER LES ROBERTSON  
**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MRS KERRIE MICHELLE ROBERTSON	2025	\$70,000	\$325.00	\$0.00
				\$325.00

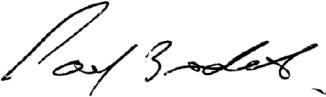
**Comments:** Land Tax will be payable but is not yet due - please see notes on reverse.

Current Vacant Residential Land Tax	Year Taxable Value (CIV)	Tax Liability	Penalty/Interest	Total

**Comments:**

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

  
**Paul Broderick**  
 Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$430,000
SITE VALUE (SV):	\$70,000
<b>CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:</b>	<b>\$325.00</b>



# Notes to Certificate - Land Tax

**Certificate No:** 91175858

**Power to issue Certificate**

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

**Amount shown on Certificate**

2. The Certificate shows any land tax (including Vacant Residential Land Tax, interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue. In addition, it may show:
  - Land tax that has been assessed but is not yet due,
  - Land tax for the current tax year that has not yet been assessed, and
  - Any other information that the Commissioner sees fit to include, such as the amount of land tax applicable to the land on a single holding basis and other debts with respect to the property payable to the Commissioner.

**Land tax is a first charge on land**

3. Unpaid land tax (including Vacant Residential Land Tax, interest and penalty tax) is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any such unpaid land tax.

**Information for the purchaser**

4. Pursuant to section 96 of the *Land Tax Act 2005*, if a purchaser of the land described in the Certificate has applied for and obtained a certificate, the amount recoverable from the purchaser by the Commissioner cannot exceed the amount set out in the certificate, described as the "Current Land Tax Charge and Vacant Residential Land Tax Charge" overleaf. A purchaser cannot rely on a Certificate obtained by the vendor.

**Information for the vendor**

5. Despite the issue of a Certificate, the Commissioner may recover a land tax liability from a vendor, including any amount identified on this Certificate.

**Apportioning or passing on land tax to a purchaser**

6. A vendor is prohibited from apportioning or passing on land tax including vacant residential land tax, interest and penalty tax to a purchaser under a contract of sale of land entered into on or after 1 January 2024, where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

**General information**

7. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.
8. An updated Certificate may be requested free of charge via our website, if:
  - The request is within 90 days of the original Certificate's issue date, and
  - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

**For Information Only**

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$500.00

Taxable Value = \$70,000

Calculated as \$500 plus ( \$70,000 - \$50,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$4,300.00

Taxable Value = \$430,000

Calculated as \$430,000 multiplied by 1.000%.

**Land Tax - Payment Options**

**BPAY**




Biller Code: 5249  
Ref: 91175858

**Telephone & Internet Banking - BPAY®**

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

[www.bpay.com.au](http://www.bpay.com.au)

**CARD**



Ref: 91175858

**Visa or Mastercard**

Pay via our website or phone 13 21 61.  
A card payment fee applies.

[sro.vic.gov.au/paylandtax](http://sro.vic.gov.au/paylandtax)

# Property Clearance Certificate

## Commercial and Industrial Property Tax



INFOTRACK / LITTLETON HACKFORD

<b>Your Reference:</b>	250668
<b>Certificate No:</b>	91175858
<b>Issue Date:</b>	27 MAY 2025
<b>Enquires:</b>	ESYSPROD

**Land Address:** UNIT 2, 50 -54 KAY STREET TRARALGON VIC 3844

Land Id	Lot	Plan	Volume	Folio	Tax Payable
23296575	2	313177	11335	459	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
120	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

This certificate is subject to the notes found on the reverse of this page. The applicant should read these notes carefully.

**Paul Broderick**  
Commissioner of State Revenue

<b>CAPITAL IMPROVED VALUE:</b>	\$430,000
<b>SITE VALUE:</b>	\$70,000
<b>CURRENT CIPT CHARGE:</b>	\$0.00



# Notes to Certificate - Commercial and Industrial Property Tax

**Certificate No:** 91175858

## Power to issue Certificate

- Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

## Amount shown on Certificate

- The Certificate shows any commercial and industrial property tax (including interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue.

## Australian Valuation Property Classification Code (AVPCC)

- The Certificate may show one or more AVPCC in respect of land described in the Certificate. The AVPCC shown on the Certificate is the AVPCC allocated to the land in the most recent of the following valuation(s) of the land under the *Valuation of Land Act 1960*:
  - a general valuation of the land;
  - a supplementary valuation of the land returned after the general valuation.
- The AVPCC(s) shown in respect of land described on the Certificate can be relevant to determine if the land has a qualifying use, within the meaning given by section 4 of the *Commercial and Industrial Property Tax Reform Act 2024* (CIPT Act). Section 4 of the CIPT Act Land provides that land will have a qualifying use if:
  - the land has been allocated one, or more than one, AVPCC in the latest valuation, all of which are in the range 200-499 and/or 600-699 in the Valuation Best Practice Specifications Guidelines (the requisite range);
  - the land has been allocated more than one AVPCC in the latest valuation, one or more of which are inside the requisite range and one or more of which are outside the requisite range, and the land is used solely or primarily for a use described in an AVPCC in the requisite range; or
  - the land is used solely or primarily as eligible student accommodation, within the meaning of section 3 of the CIPT Act.

## Commercial and industrial property tax information

- If the Commissioner has identified that land described in the Certificate is tax reform scheme land within the meaning given by section 3 of the CIPT Act, the Certificate may show in respect of the land:
  - the date on which the land became tax reform scheme land;
  - whether the entry interest (within the meaning given by section 3 of the Duties Act 2000) in relation to the tax reform scheme land was a 100% interest (a whole interest) or an interest of less than 100% (a partial interest); and
  - the date on which the land will become subject to the commercial and industrial property tax.
- A Certificate that does not show any of the above information in respect of land described in the Certificate does not mean that the land is not tax reform scheme land. It means that the Commissioner has not identified that the land is tax reform scheme land at the date of issue of the Certificate. The Commissioner may identify that the land is tax reform scheme land after the date of issue of the Certificate.

## Change of use of tax reform scheme land

- Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification

must be given to the Commissioner within 30 days of the change of use.

## Commercial and industrial property tax is a first charge on land

- Commercial and industrial property tax (including any interest and penalty tax) is a first charge on the land to which the commercial and industrial property tax is payable. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid commercial and industrial property tax.

## Information for the purchaser

- Pursuant to section 27 of the CIPT Act, if a bona fide purchaser for value of the land described in the Certificate applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser is the amount set out in the Certificate. A purchaser cannot rely on a Certificate obtained by the vendor.

## Information for the vendor

- Despite the issue of a Certificate, the Commissioner may recover a commercial and industrial property tax liability from a vendor, including any amount identified on this Certificate.

## Passing on commercial and industrial property tax to a purchaser

- A vendor is prohibited from apportioning or passing on commercial and industrial property tax to a purchaser under a contract of sale of land entered into on or after 1 July 2024 where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

## General information

- Land enters the tax reform scheme if there is an entry transaction, entry consolidation or entry subdivision in respect of the land (within the meaning given to those terms in the CIPT Act). Land generally enters the reform on the date on which an entry transaction occurs in respect of the land (or the first date on which land from which the subject land was derived (by consolidation or subdivision) entered the reform).
- The Duties Act includes exemptions from duty, in certain circumstances, for an eligible transaction (such as a transfer) of tax reform scheme land that has a qualifying use on the date of the transaction. The exemptions apply differently based on whether the entry interest in relation to the land was a whole interest or a partial interest. For more information, please refer to [www.sro.vic.gov.au/CIPT](http://www.sro.vic.gov.au/CIPT).
- A Certificate showing no liability for the land does not mean that the land is exempt from commercial and industrial property tax. It means that there is nothing to pay at the date of the Certificate.
- An updated Certificate may be requested free of charge via our website, if:
  - the request is within 90 days of the original Certificate's issue date, and
  - there is no change to the parties involved in the transaction for which the Certificate was originally requested.

# Property Clearance Certificate

## Windfall Gains Tax



INFOTRACK / LITTLETON HACKFORD

<b>Your Reference:</b>	250668
<b>Certificate No:</b>	91175858
<b>Issue Date:</b>	27 MAY 2025

**Land Address:** UNIT 2, 50 -54 KAY STREET TRARALGON VIC 3844

Lot	Plan	Volume	Folio
2	313177	11335	459

**Vendor:** KERRIE MICHELLE ROBERTSON & CHRISTOPHER LES ROBERTSON

**Purchaser:** FOR INFORMATION PURPOSES

WGT Property Id	Event ID	Windfall Gains Tax	Deferred Interest	Penalty/Interest	Total
		\$0.00	\$0.00	\$0.00	\$0.00

**Comments:** No windfall gains tax liability identified.

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

**CURRENT WINDFALL GAINS TAX CHARGE:**  
**\$0.00**

**Paul Broderick**  
Commissioner of State Revenue

# Notes to Certificate - Windfall Gains Tax

**Certificate No:** 91175858

## Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

## Amount shown on Certificate

2. The Certificate shows in respect of the land described in the Certificate:
  - Windfall gains tax that is due and unpaid, including any penalty tax and interest
  - Windfall gains tax that is deferred, including any accrued deferral interest
  - Windfall gains tax that has been assessed but is not yet due
  - Windfall gains tax that has not yet been assessed (i.e. a WGT event has occurred that rezones the land but any windfall gains tax on the land is yet to be assessed)
  - Any other information that the Commissioner sees fit to include such as the amount of interest accruing per day in relation to any deferred windfall gains tax.

## Windfall gains tax is a first charge on land

3. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, windfall gains tax, including any accrued interest on a deferral, is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid windfall gains tax.

## Information for the purchaser

4. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, if a bona fide purchaser for value of land applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser by the Commissioner is the amount set out in the certificate, described as the "Current Windfall Gains Tax Charge" overleaf.
5. If the certificate states that a windfall gains tax is yet to be assessed, note 4 does not apply.
6. A purchaser cannot rely on a Certificate obtained by the vendor.

## Information for the vendor

7. Despite the issue of a Certificate, the Commissioner may recover a windfall gains tax liability from a vendor, including any amount identified on this Certificate.



## Passing on windfall gains tax to a purchaser

8. A vendor is prohibited from passing on a windfall gains tax liability to a purchaser where the liability has been assessed under a notice of assessment as at the date of the contract of sale of land or option agreement. This prohibition does not apply to a contract of sale entered into before 1 January 2024, or a contract of sale of land entered into on or after 1 January 2024 pursuant to the exercise of an option granted before 1 January 2024.

## General information

9. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
10. An updated Certificate may be requested free of charge via our website, if:
  - The request is within 90 days of the original Certificate's issue date, and
  - There is no change to the parties involved in the transaction for which the Certificate was originally requested.
11. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

## Windfall Gains Tax - Payment Options

<p><b>BPAY</b></p>  <p>Billers Code: 416073 Ref: 91175851</p> <p><b>Telephone &amp; Internet Banking - BPAY®</b></p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p><a href="http://www.bpay.com.au">www.bpay.com.au</a></p>	<p><b>CARD</b></p>  <p>Ref: 91175851</p> <p><b>Visa or Mastercard</b></p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p><a href="http://sro.vic.gov.au/payment-options">sro.vic.gov.au/payment-options</a></p>	<p><b>Important payment information</b></p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
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Code 135

# Residential Rental Agreement<sup>©</sup>



The Real Estate Institute of Victoria Ltd | www.reiv.com.au | 81 004 210 897 |

## Residential Tenancies Act 1997 (Section 26(1))

(Regulation 10(1))

### RESIDENTIAL RENTAL AGREEMENT OF NO MORE THAN 5 YEARS

This agreement is between the residential rental provider (rental provider) and the renter listed on this form. Rental providers must use this form for a fixed term residential rental agreement of no more than 5 years or a periodic residential rental agreement in writing.

#### PART A—GENERAL

**1. DATE OF AGREEMENT**

8/1/2025 | 5:25 PM AEDT

This is the date the agreement is signed

If the agreement is signed by the parties on different days, the date of the agreement is the date the last person signs the agreement.

**2. PREMISES LET BY RENTAL PROVIDER**

Address of premises

**2/50-54 Kay Street, TRARALGON VIC 3844**

**3. RENTAL PROVIDER'S DETAILS**

Full name or company name of rental provider: **Christopher Leslie Robertson**

Address: **Ground Floor, 62 Church St, TRARALGON VIC 3844**

Phone number: \_\_\_\_\_

ACN: \_\_\_\_\_

Email address: **management@wprpm.com.au**

Full name or company name of rental provider: **Kerrie Michelle Robertson**

Address: **Ground Floor, 62 Church St, TRARALGON VIC 3844**

Phone number: \_\_\_\_\_

ACN: \_\_\_\_\_

Email address: **management@wprpm.com.au**

**RENTAL PROVIDER'S AGENT DETAILS**

Full name: **BSW Property Pty Ltd T/AS Wilson Property Residential Commercial Industrial**

Address: **Ground Floor, 62 Church St, TRARALGON VIC 3844**

Phone number: **03 5176 2670**

ACN: **006 172 167**

Email address: **management@wprpm.com.au**

Note: The rental provider must notify the renter within 7 days if any of this information changes.

**4. RENTER DETAILS**

Each renter that is party to the agreement must provide their details here.

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Full name of renter: **Diena Said**  
 Current Address: **2/50-54 Kay Street, TRARALGON VIC 3844**  
 Phone number: \_\_\_\_\_  
 Email address: **dienasaid@yahoo.com**  
 Full name of renter: **Abdul Attamimi**  
 Current Address: **2/50-54 Kay Street, TRARALGON VIC 3844**  
 Phone number: \_\_\_\_\_  
 Email address: **ading.attamimi@gmail.com**

**5. LENGTH OF AGREEMENT**

Fixed term agreement      Start date: **16th** day of **February, 2025**  
 (this is the date the agreement starts and you may move in)  
 End date: **15th** day of **February, 2026**

Periodic agreement (monthly)      Start date: \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

**Note:** If a fixed term agreement ends and the renter and rental provider do not enter into a new fixed term agreement, and the renter continues to occupy the premises, a periodic (e.g. month by month) residential rental agreement will be formed.

**6. RENT**

The rent amount is (\$) **365.00**  
 (payable in advance)

To be paid per:  week     fortnight     calendar month  
 (tick one box only)

Day rent is to be paid \_\_\_\_\_  
 (e.g. each Thursday or the 11th of each month)

Date first rent payment due      **16 / 01 / 2020**

**7. BOND**

The renter has been asked to pay the bond specified below.

Unless the rent is greater than \$900 (per week), the maximum bond is one month's rent. In some cases, the rental provider may ask the Victorian Civil and Administrative Tribunal (VCAT) to increase this limit. The rental provider or their agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA). The bond must be lodged within 10 business days after receiving payment. The RTBA will send the renter a receipt for the bond. If the renter does not receive a receipt within 15 business days from when they paid the bond, they may

- email the RTBA at [rtba@justice.vic.gov.au](mailto:rtba@justice.vic.gov.au); or
- call the RTBA on 1300 137 164.

Bond amount (\$)      **1,390.00**  
 Date bond payment due      **16 / 01 / 2020**

**PART B – STANDARD TERMS**

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# Residential Rental Agreement<sup>®</sup>



## 8. RENTAL PROVIDER'S PREFERRED METHODS OF PAYMENT

**Note:** The rental provider must permit a fee-free (other than the renter's own bank fees) payment method and must allow the renter to use Centrepay or another form of electronic funds transfer.

**Note:** The renter is entitled to receive a receipt from the rental provider confirming payment of rent.

Payment Method : **Bank Deposit**

Payment Details : **Wilson Property BSB: 033 259 Acct: 131 342**

## 9. SERVICE OF NOTICES AND OTHER DOCUMENTS BY ELECTRONIC METHODS

- Electronic service of documents must be in accordance with the requirements of the **Electronic Transactions (Victoria) Act 2000**.
- Just because someone responds to an email or other electronic communications does not mean they have consented to the service of notices and other documents by electronic methods.
- The rental provider and renter must notify the other party in writing if they no longer wish to receive notices or other documents by electronic methods.
- The rental provider and renter must immediately notify the other party in writing if their contact details change.

9.1 Does the rental provider agree to the service of notices and other documents by electronic methods such as email? The rental provider must complete this section before giving the agreement to the renter.

(rental provider to tick as appropriate)

The RENTAL PROVIDER: **Christopher Leslie Robertson**

Yes, at this email address: **management@wprpm.com.au**

No.

The RENTAL PROVIDER: **Kerrie Michelle Robertson**

Yes, at this email address: **management@wprpm.com.au**

No.

9.2 Does the renter agree to the service of notices and other documents by electronic methods such as email?

(rental provider to tick as appropriate)

The RENTER: **Diena Said**

Yes, at this email address: **dienasaid@yahoo.com**

No.

The RENTER: **Abdul Attamimi**

Yes, at this email address: **ading.attamimi@gmail.com**

No.

(The option to consent should be provided to each renter who is a party to the agreement)

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Residential Rental Agreement<sup>®</sup>**10. URGENT REPAIRS**

- The rental provider must ensure that the rental property is provided and maintained in good repair.
- If there is a need for an urgent repair, the renter should notify the rental provider in writing.

For further information on seeking repairs see **Part D** (below).

**Details of person the renter should contact for an urgent repair**

(rental provider to insert details)

Emergency contact name: **Wilson Property**

Emergency contact phone: **5176 2670 / Urgent After Hours 1300 072 119**

Emergency contact email: **management@wprpm.com.au**

**11. PROFESSIONAL CLEANING**

The rental provider must not require the renter to arrange professional cleaning or cleaning to a professional standard at the end of the tenancy unless—

- professional cleaning or cleaning to a professional standard was carried out to the rented premises immediately before the start of the tenancy and the renter was advised that professional cleaning or cleaning to a professional standard had been carried out to those premises immediately before the start of the tenancy; or
- professional cleaning or cleaning to a professional standard is required to restore the rented premises to the same condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

The renter must have all or part of the rented premises professionally cleaned, or pay the cost of having all or part of the rented premises professional cleaned, if professional cleaning becomes required to restore the premises to the condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

**12. OWNERS CORPORATION**

Do owners corporation rules apply to the premises? (rental provider to tick as appropriate)

YES

NO

If yes, the rental provider must attach a copy of the rules to this agreement.

**13. CONDITION REPORT**

The renter must be given 2 copies of the condition report (or one emailed copy) on or before the date the renter moves into the rented premises.

(rental provider to tick as appropriate)

The condition report has been provided.

The condition report will be provided to the renter on or before the date the agreement starts.

**PART C - SAFETY-RELATED ACTIVITIES****14. ELECTRICAL SAFETY CHECKS**

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Residential Rental Agreement<sup>®</sup>The logo for Wilson Property, featuring the word "wilson" in a bold, lowercase sans-serif font with a horizontal line underneath, followed by "property" in a lighter, lowercase sans-serif font.

- (a) The rental provider must ensure an electrical safety check of all electrical installations, appliances and fittings provided by a rental provider in the rented premises is conducted every 2 years by a licensed or registered electrician and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
- (b) If an electrical safety check of the rented premises 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 practicable.

**15. GAS SAFETY ACTIVITIES**

This safety-related activity only applies if the rented premises contains any appliances, fixtures or fittings which use or supply gas.

- (a) The rental provider must ensure that a gas safety check of all gas installations and fittings in the rented premises is conducted every 2 years by a licensed or registered gasfitter and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
- (b) 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 practicable.



# REIV

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Residential Rental Agreement<sup>®</sup>

wilsonproperty

**16. SMOKE ALARM SAFETY ACTIVITIES**

- (a) The rental provider must ensure that—
- (i) any smoke alarm is correctly installed and in working condition; and
  - (ii) any smoke alarm is tested according to the manufacturer's instructions at least once every 12 months; and
  - (iii) the batteries in each smoke alarm are replaced as required.
- (b) The rental provider must immediately arrange for a smoke alarm to be repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.  
**Note:** Repair or replacement of a hard-wired smoke alarm must be undertaken by a suitably qualified person.
- (c) The rental provider, on or before the commencement of the agreement, must provide the renter with the following information in writing—
- (i) information about how each smoke alarm in the rented premises operates;
  - (ii) information about how to test each smoke alarm in the rented premises;
  - (iii) information about the renter's obligations to not tamper with any smoke alarms and to report if a smoke alarm in the rented premises is not in working order.
- (d) The renter must give written notice to the rental provider as soon as practicable after becoming aware that a smoke alarm in the rented premises is not in working order.  
**Note:** Regulations made under the **Building Act 1993** require smoke alarms to be installed in all residential buildings.

**17. SWIMMING POOL BARRIER SAFETY ACTIVITIES**

These safety-related activities only apply if the rented premises contains a swimming pool.

- (a) The rental provider must ensure that the swimming pool barrier is maintained in good repair.
- (b) The renter must give written notice to the rental provider as soon as practicable after becoming aware that the swimming pool barrier is not in working order.
- (c) The rental provider must arrange for a swimming pool barrier to be immediately repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
- (d) The rental provider must provide the renter with a copy of the most recent certificate of swimming pool barrier compliance issued under the **Building Act 1993** on the request of the renter.

**18. RELOCATABLE SWIMMING POOL SAFETY ACTIVITIES**

These safety-related activities only apply if a relocatable swimming pool is erected, or is intended to be erected, on the rented premises.

- (a) The renter must not erect a relocatable swimming pool without giving written notice to the rental provider before erecting the pool.
- (b) The renter must obtain any necessary approvals before erecting a relocatable swimming pool.  
**Note:** Regulations made under **Building Act 1993** apply to any person erecting a relocatable swimming pool. This safety-related activity only applies to swimming pools or spas that hold water deeper than 300 mm.

**19. BUSHFIRE PRONE AREA ACTIVITIES**

This safety-related activity only applies if the rented premises is in a bushfire prone area and is required to have a water tank for bushfire safety.

If the rented premises is in a designated bushfire prone area under section 192A of the **Building Act 1993** and a water tank is required for firefighting purposes, the rental provider must ensure the water tank and any connected infrastructure is maintained in good repair as required.

The water tank must be full and clean at the commencement of the agreement.

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Residential Rental Agreement<sup>®</sup>**wilson**property**PART D - RIGHTS AND OBLIGATIONS**

This is a summary of selected rights and obligations of renters and rental providers under the Act. Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.  
For more information, visit [consumer.vic.gov.au/renting](http://consumer.vic.gov.au/renting).

**20. USE OF THE PREMISES**

The renter—

- is entitled to quiet enjoyment of the premises. The rental provider may only enter the premises in accordance with the Act; and
- must not use the premises for illegal purposes; and
- must not cause a nuisance or interfere with the reasonable peace, comfort or privacy of neighbours; and
- must avoid damaging the premises and common areas. Common areas include hallways, driveways, gardens and stairwells. Where damage occurs, the renter must notify the rental provider in writing; and
- must keep the premises reasonably clean.

**21. CONDITION OF THE PREMISES**

The rental provider—

- must ensure that the premises comply with the rental minimum standards, and is vacant and reasonably clean when the renter moves in; and
- must maintain the premises in good repair and in a fit condition for occupation; and
- agrees to do all the safety-related maintenance and repair activities set out in **Part C** of the Agreement.

The renter must follow all safety-related activities set out in **Part C** of the agreement and not remove, deactivate or otherwise interfere with the operation of prescribed safety devices on the premises.

**22. MODIFICATIONS**

The renter—

- may make some modifications without seeking the rental provider's consent. These modifications are listed on the Consumer Affairs Victoria website; and
- must seek the rental provider's consent before installing any other fixtures or additions; and
- may apply to VCAT if they believe that the rental provider has unreasonably refused consent for a modification mentioned in the Act; and
- at the end of the agreement, must restore the premises to the condition it was in before they moved in (excluding fair wear and tear). This includes removing all modifications, unless the parties agree they do not need to be removed.

The rental provider must not unreasonably refuse consent for certain modifications.

A list of the modifications that the rental provider cannot unreasonably refuse consent for is available on the Consumer Affairs Victoria website [consumer.vic.gov.au/renting](http://consumer.vic.gov.au/renting).

**23. LOCKS**

The rental provider must ensure the premises—

- has locks to secure all windows capable of having a lock; and
- has deadlocks (a deadlock is a deadlatch with at least one cylinder) for external doors that are able to be secured with a functioning deadlock; and

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- meets the rental minimum standards for locks and window locks.

External doors which are not able to be secured with a functioning deadlock must at least be fitted with a locking device that—

- is operated by a key from the outside; and
- may be unlocked from the inside with or without a key.

The renter must obtain consent from the rental provider to change a lock in the master key system.

The rental provider must not unreasonably refuse consent for a renter seeking to change a lock in the master key system.

The rental provider must not give a key to a person excluded from the premises under—

- a family violence intervention order; or
- a family violence safety notice; or
- a recognised non-local DVO; or
- a personal safety intervention order.

**24. REPAIRS**

Only a suitably qualified person may do repairs—both urgent and non-urgent.

**25. URGENT REPAIRS**

Section 3(1) of the Act defines *urgent repairs*. Refer to the Consumer Affairs Victoria website for the full list of urgent repairs and for more information, visit [consumer.vic.gov.au/urgentrepairs](http://consumer.vic.gov.au/urgentrepairs).

Urgent repairs include failure or breakdown of any essential service or appliance provided for hot water, cooking, heating or laundering supplied by the rental provider.

The rental provider must carry out urgent repairs after being notified. A renter may arrange for urgent repairs to be done if the renter has taken reasonable steps to arrange for the rental provider to immediately do the repairs and the rental provider has not carried out the repairs.

If the renter has arranged for urgent repairs, the renter may be reimbursed directly by the rental provider for the reasonable cost of repairs up to \$2500.

The renter may apply to VCAT for an order requiring the rental provider to carry out urgent repairs if—

- (a) the renter cannot meet the cost of the repairs; or
- (b) the cost of repairs is more than \$2500; or
- (c) the rental provider refuses to pay the cost of repairs if it is carried out by the renter.

**26. NON-URGENT REPAIRS**

The renter must notify the rental provider, in writing, as soon as practicable of—

- damage to the premises; and
- a breakdown of facilities, fixtures, furniture or equipment supplied by the rental provider.

The rental provider must carry out non-urgent repairs in a reasonable time.

The renter may apply to VCAT for an order requiring the rental provider to do the repairs if the rental provider has not carried out the repairs within 14 days of receiving notice of the need for repair.

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Residential Rental Agreement<sup>®</sup>**27. ASSIGNMENT OR SUB-LETTING**

The renter must not assign (transfer to another person) or sub-let the whole or any part of the premises without the written consent of the rental provider. The rental provider may give the renter notice to vacate if the renter assigns or sub-lets the premises without consent.

The rental provider—

- cannot unreasonably withhold consent to assign or sub-let the premises; and
- must not demand or receive a fee or payment for consent, other than any reasonable expenses incurred by the assignment.

**28. RENT**

The rental provider must give the renter at least 60 days written notice of a proposed rent increase.

The rent cannot be increased more than once every 12 months.

The rental provider must not increase the rent under a fixed term agreement unless the agreement provides for an increase by specifying the amount of increase or the method of calculating the rent increase.

**29. ACCESS AND ENTRY**

The rental provider may enter the premises—

- at any time, if the renter has agreed within the last 7 days; and
- to do an inspection, but not more than once every 6 months; and
- to comply with the rental provider's duties under the Act; and
- to show the premises or conduct an open inspection to sell, rent or value the premises; and
- to take images or video for advertising a property that is for sale or rent; and
- if they believe the renter has failed to follow their duties under the Act; and
- to do a pre-termination inspection where the renter has applied to have the agreement terminated because of family violence or personal violence.

The renter must allow entry to the premises where the rental provider has followed proper procedure.

The renter is entitled to a set amount of compensation for each sales inspection.

**30. PETS**

The renter must seek consent from the rental provider before keeping a pet on the premises.

The rental provider must not unreasonably refuse a request to keep a pet.

**PART E - ADDITIONAL TERMS****31. ADDITIONAL TERMS (IF ANY)**

List any additional terms to this agreement. The terms listed must not exclude, restrict or modify any of the rights and duties included in the Act.

Additional terms must also comply with the Australian Consumer Law (Victoria). For example, they cannot be unfair terms, which will have no effect. Contact Consumer Affairs Victoria on 1300 558 181 for further information or visit [consumer.vic.gov.au/products-and-services/business-practices/contracts/unfair-contract-terms](http://consumer.vic.gov.au/products-and-services/business-practices/contracts/unfair-contract-terms).

**31.1 Meanings in these additional terms**

**31.1.1** In these additional terms “I”, “me”, or “my”, are used to describe the rental provider and “you” or “your”, the renter. The descriptions apply even if there is more than one rental provider or renter.

**31.1.2** **\*Important advice about “writing”.** In these additional terms the word “writing” means all ways of

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representing or reproducing words, figures, or symbols in a visible form, unless a form prescribed by the Residential Tenancies Act or Regulations or some other legislation must be used. These are examples of "writing": an SMS message, an email, a facsimile and a letter.

**31.1.3** Before you use an electronic means to send a message or document to me check clause 9.1 to see if I have consented to the electronic service of notices or other documents. If I have, check if I have provided another email address to the one in clause 9.1 or if I have withdrawn my consent. If you can give me a notice or other document by electronic service also check to see if you need to use email instead of an SMS message. If I have not given, or have withdrawn, my consent to receive notices or other documents by electronic means, you will need to use the post or delivery by hand to serve me with notices or other documents.

**31.2 Other use of the rented premises**

**31.2.1** You must use the premises primarily as your home. If you also want to use them for some ancillary purpose – for example, as an office for your business, as a rooming house, for short term accommodation, or to provide services to clients visiting the premises, you must ask me in \*writing for permission beforehand. Before I decide I may ask you to provide reasonable information about the proposed use, including any proposed alterations to the premises, and if I give my permission, I may ask you to comply with reasonable conditions. Before the rental agreement ends you must also comply with section 64(2) of the Residential Tenancies Act. You cannot use an SMS message to ask me for my permission.

**31.2.2** Use of the rental premises primarily as a home does not include:

- the storage of flammable liquids or gases apart from in small quantities for normal domestic use,
- the service or repair of a vehicle or boat of any description except for routine minor maintenance,
- disposal on the premises, including the land, of any liquid fuels, oils, tyres, paints, or other polluting substances.

**31.3 Storage and removal of waste and rubbish**

**31.3.1** You must store rubbish and waste in appropriate containers with close fitting lids.

**31.3.2** If a place or places are provided for rubbish and waste containers you will keep them there.

**31.3.3** You will have rubbish and waste removed regularly in accordance with the municipality's rubbish and waste removal timetables.

**31.3.4** The only waste containers the Rental Tenancies Regulations require me to provide are a rubbish bin and a recycling bin which are provided by the local council, or which are vermin proof and compatible with local council collection.

**31.4 My insurance on the premises**

**31.4.1** If I provide you with a copy of my insurance policy for the rented premises you will not do anything that may invalidate it or result in my insurance premium or excess being increased, unless you are entitled to do so by the Residential Tenancies Act 1997 or some other legislation.

**31.4.2** If it is found you are liable to compensate or reimburse me for damage to any part of the premises, and I recover part or all of the loss I have suffered by making a successful claim on my insurance, you will only be liable to reimburse me for that part of your liability which is not covered by the amount I recover from my insurance.

**31.4.3** My insurance policy does not cover your goods and personal belongings against theft, loss, or damage. If you wish to insure your goods and personal belongings against theft, loss, or damage it is your responsibility to do so.

**31.5 Locks (see clause 23) and alarms**

**31.5.1** Key of a lock means a device or information normally used to operate the lock.

**31.5.2** Lock means a device for securing a door or window or other part of the premises.

**31.5.3** Master key system means a set of locks in which each lock or subset of locks has a unique key, and one single key or master key can operate all the locks in the set.

**31.5.4** You may change locks at the rented premises but only if you install replacement locks that will not be capable of being operated by the keys already provided and will instead be operated by new keys. Any

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change of locks must not breach the minimum standards for locks contained in the Residential Tenancies Act and Regulations.

- 31.5.5** If the lock is keyed alike with other locks in the premises and you make a change to the keying of any of those locks, you must change all the keyed alike locks so that they can continue to be operated by one key.
- 31.5.6** If you change the locks, you must purchase the same number of keys as were supplied to you at the commencement of the tenancy and supply them to me or my managing agent at the end of the tenancy. In addition, you must give to me or my managing agent duplicates of the new key/s as soon as practicable and preferable within one business day of changing the locks.
- 31.5.7** You may change the code of an alarm at the rented premises.
- 31.5.8** If you change the code or install an alarm system you must tell me or my managing agent in \*writing of the code as soon as practicable and preferable within one business day of the change or installation. You cannot use and SMS message to tell me of the new code.
- 31.6 Defects (see clauses 25 and 26)**
- 31.6.1** When you become aware of a defect at the rented premises that may injure someone or cause damage you must, in addition to telling me or my managing agent as soon as possible, take reasonable action to avoid risk of injury to yourself or anybody else and to prevent further damage.
- 31.7 Light globes, fluorescent tubes, and LED lights**
- 31.7.1** At the commencement of the rental agreement light globes, fluorescent tubes and LED lights will be in working order. If on taking possession of the rental premises you find this to not be the case, you must notify me or my managing agent as soon as possible so that the problem may be rectified at my expense.
- 31.7.2** During the rental agreement you must replace any light globes, fluorescent tubes, starters, and LED lights that cease to function, unless it has ceased to function due to actions taken by me, my managing agent, or my contractor. The requirement for you to replace LED lights does not extend to instances where the light fitting needs to be replaced, because as with other faulty light fittings, their replacement is my responsibility.
- 31.7.3** If for whatever reason you cannot personally fulfil your obligations, you may at your expense engage a suitable contractor to complete the tasks.
- 31.8 Sewers and septic systems**
- 31.8.1** Things that may cause a blockage must not be placed into the sewerage or septic system, in addition to the toilet/s this includes drainage from the kitchen, laundry and bathroom/s. These are examples of things that may cause a blockage: cotton waste, disposable nappies, excessive amounts of toilet paper, paper towel, tampons, sanitary pads, continence pads, wipes, cooking fats and oils, and food waste. This is not a complete list and has been provided as a guide only.
- 31.8.2** When you become aware to a blockage or defect in the sewerage of septic system you must tell me or my managing agent as soon as possible, preferably within 24 hours, even if you, or anyone you have allowed to come on to the rented premises, including me or my managing agent or my contractor, caused it.
- 31.8.3** If you, or anyone you have allowed to come on to the rented premises negligently or intentionally causes a blockage or defect in the sewerage or septic system you must pay to me the reasonable expenses I incur in having it rectified. You do not have to do so if I, or my managing agent or my contractor caused the blockage or defect.
- 31.9 Gardens and land**
- 31.9.1** If under this rental agreement you are provided with, in addition to the built structures, gardens or land as part of the premises, you must unless otherwise agreed in writing, maintain them in a reasonably clean condition and free from damage apart from fair wear and tear.
- 31.9.2** These are examples of things you may need to do to care for the garden and land: mow grass; water subject to water restrictions, as and when required; remove weeds; rake up and remove lawn cuttings and fallen flowers and leaves; maintain trees, shrubs flowers and other plants; and as far as reasonably possible keep the garden free of pests and vermin. In bushfire prone areas you must take reasonable action to minimise

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the fuel load on the land during the fire season. This is not a complete list of things you may need to do. I have provided the examples as a guide only. If for whatever reason you cannot personally fulfil this obligation you may at your expense engage a suitable contractor to complete the tasks.

**31.9.3** You must make a request in \*writing for my permission if you wish to remove any plants apart from weeds, or if you wish to change the layout of garden beds, grassed areas, paved areas and so on. The request must not be made by SMS message.

**31.9.4** You must make a request in \*writing for my permission if you wish to plant any trees, shrubs, or vines, apart from those that form part of a vegetable or herb garden. The request must not be made by SMS message.

**31.9.5** You must not dispose of any polluting or toxic substance on the land.

### **31.10 Mould**

**31.10.1** You should take all reasonable steps to prevent the development of mould (fungi) in the rented premises. These steps include but are not limited to; ventilating the premises by use of exhaust fans and openable windows provided, particularly if you need to dry washing inside the premises; using an appropriate household cleaner to regularly clean surfaces on which condensation forms; and preventing window furnishings, furniture and clothes being in contact with surfaces on which condensation forms.

**31.10.2** If you see signs of mould in the premises you must notify me or my managing agent as soon as possible.

**31.10.3** If the mould has developed due to a fault, such as a leak in the premises, or is related to the building structure I will arrange for it to be rectified and the mould treated. In the meantime, you should take all reasonable steps to avoid exposure to the mould.

### **31.11 You cannot use your bond to pay rent**

**31.11.1** You acknowledge the Residential Tenancies Act 1997 provides you may not refuse to pay rent for the premises on the ground you intend to regard the bond as rent paid and it allows VCAT to impose a penalty if satisfied a breach of the bond requirements has occurred.

### **31.12 'To Let', 'Auction', 'For Sale' etc signs at the rented premises**

**31.12.1** You will allow me, or my managing agent, to put up a sign on the rented premises during the final month of the rental agreement indicating the premises will be available for renting. The sign will be positioned so as not to interfere with your use of the rented premises.

**31.12.2** You will allow me or my estate agent to put up a sign on the premises at any time indicating that it is available to be purchased. The sign will be positioned so as not to interfere with your use of the rented premises.

### **31.13 Assigning, subletting, or abandoning the rented premises (see clause 27)**

**31.13.1** If during the period of the rental agreement the people in occupation of the rented premises are to change you must notify or my managing agent as soon as possible after you become aware the change is to happen, or has happened, preferably within 24 hours and ask me or my managing agent in \*writing for permission to assign your rental agreement or sub-let the rental premises. Neither I nor my managing agent will unreasonably withhold permission. You cannot use an SMS message to ask me or my managing agent for permission.

**31.13.2** If the rental agreement is assigned to a new renter or combination of renters, even if some are continuing, I may require you to reimburse me for my reasonable expenses incurred due to the assignment. These expenses will be calculated according to the following:

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**31.13.3** If you assign or sublet the rental premises without obtaining written permission beforehand and I terminate your rental agreement, or if you abandon the rental premises, I may ask you to reimburse me for expenses I incur in reletting. If I do this the expenses will be calculated according to the following formula:

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- 31.13.4** My managing agent cannot require payment from you, however they can on my behalf require you to reimburse me for expenses I incur.
- 31.14 Leaving the premises at the end of the fixed term (see clause 5)**
- 31.14.1** If you intend to leave the rental premises at the end of the fixed term on this agreement you need to tell me or my managing agent about your intention at least 28 days before the fixed term comes to an end, or 14 days before the fixed term comes to an end if you fall within one of the categories set out in section 91ZB of the Residential Tenancies Act 1997.
- 31.14.2** You must tell me or my managing agent about your intention to leave in \*writing by giving notice in a form which is not an SMS message.
- 31.14.3** You must return all the keys and any key cards and remote controls to me or my managing agent when you leave the rented premises.
- 31.14.4** You must continue to pay rent to me or my managing agent until the end of the fixed term; or to and including the day on which you return all the keys, key cards and remote controls to me or my managing agent if it is after the end of the fixed term. If, with your agreement, the premises are relet from a date before the end of fixed term and you return the keys etc before that date you will only be required to pay rent to and including the day before the new rental agreement commences.
- 31.15 Leaving the premises after the fixed term ends**
- 31.15.1** If you remain in occupation of the rental premises after the fixed term of this agreement ends and you do not enter into a new fixed term agreement with me, you must tell me or my managing agent of your intention to leave specifying a date not less than 28 days after the date you tell me or my managing agent, or 14 days if you fall within one of the categories set out in section 91ZB of the Residential Tenancies Act 1997.
- 31.15.2** You must tell me, or my managing agent, about your intention to leave in \*writing in a form that is not an SMS message.
- 31.16 Receipt of condition report /statement of rights and duties**
- 31.16.1** You acknowledge, before you took occupation of the rented premises, you received from me or my managing agent:
- two copies of a condition report signed by me or my managing agent, and
  - a written guide "Renting a home: a guide for tenants" as authorised and published by the Victorian government setting out my rights and duties as a rental provider and your rights and duties as a renter. If you consented to receiving notices electronically this guide may be provided to you electronically.
- 31.17 Rental provider's signature**
- 31.17.1** I may authorise my managing agent to sign this rental agreement on my behalf. In the event you and I (or my managing agent acting on my behalf) have agreed that you will rent the rented premises on the terms set out in this document or we have conducted ourselves in such a way as to imply that this was the case, the terms of this rental agreement will be binding even if, through an oversight, a party has neglected to sign it. The Residential Tenancies Act 1997 provides the following definition of a residential rental agreement in section 5:  
 "residential rental agreement means an agreement, whether or not in writing and whether express or implied, under which a person lets premises as a residence (but does not include an SDA residency agreement) and includes a fixed term residential rental agreement and a periodic residential rental agreement;"  
 SDA means Specialist Disability Accommodation.
- 31.18 Modifications (see clause 22)**
- 31.18.1** If you make any modification that does not require my consent you must notify me that you intend to make that modification along with a description of the modification at least 48 hours before making the modification.
- 31.18.2** If you intend to install non-permanent window film for insulation, reduced heat transfer or privacy or install security lights, alarm systems or security cameras, I may require you to engage a suitably qualified person to

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carry out the work.

**31.18.3** If you intend to replace curtains you must inform me of where and the manner in which you intend to store the original curtains.

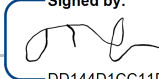
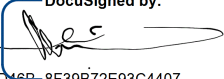
**31.19 Rent Increases**

The rent amount will increase to (\$) **400.00** calculated as:

%

CPI

Other Please refer to the CMA report provided with the rent increase served on the 12/12/2024 to show the method of calculation

Signed by:  DocuSigned by:   
DD144D1CC11D46B-8F39B72E93C4407...

The date the first payment at the increased rate is due is **20 / 02 / 2025**

Pay period:  Weekly  Fortnightly  Monthly

The day rent is to be paid : \_\_\_\_\_  
(e.g. each Thursday or the 11th of each month)

**31.20 Urgent Repairs**

The agent ~~can~~ / ~~cannot~~ authorise urgent repairs (strike out inapplicable)

If the agent can authorise repairs, the maximum amount for repairs which the agent can authorise is (\$) **2,500.00**

Emergency facsimile: \_\_\_\_\_

**Additional Items**

[insert additional terms]

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Note:** If you need extra space, attach a separate sheet. Both the rental provider and renter should sign and date all attachments.

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## 32. SIGNATURES

This agreement is made under the Act.

Before signing you must read **Part D — Rights and Obligations** in this form which outlines your rights and obligations.

### RENTAL PROVIDER

Name: Christopher Leslie Robertson

Sign:

DocuSigned by:  
*Emily Whitty*  
4455A456902749B...

Dated: 7/1/2025 | 4:58 PM AEDT

For & on behalf of the Residential Rental Provider

Name: Kerrie Michelle Robertson

Sign:

DocuSigned by:  
*Emily Whitty*  
4455A456902749B...

Dated: 7/1/2025 | 4:58 PM AEDT

For & on behalf of the Residential Rental Provider

### RENTER

Name: Diena Said

Sign:

Signed by:  
*[Signature]*  
DD144D1CC11D46B...

Dated: 8/1/2025 | 5:25 PM AEDT

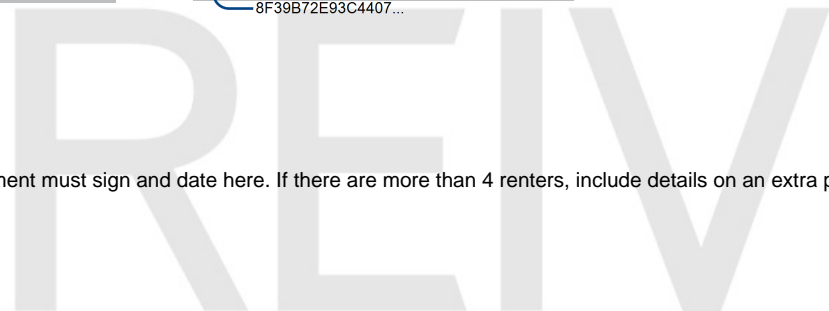
Name: Abdul Attamimi

Sign:

DocuSigned by:  
*[Signature]*  
8F39B72E93C4407...

Dated: 7/1/2025 | 8:37 PM AEDT

**Note:** Each renter who is a party to the agreement must sign and date here. If there are more than 4 renters, include details on an extra page



## Wilson Property RPM Additional Information

### Condition Report

The condition report must be returned to our agency within five (5) business days of commencement of the rental agreement.

### Smoking

All Wilson Property RPM properties are smoke free environments. The renter and the renters/s visitors should not smoke tobacco products inside the property.

### Breaking Lease or Change of Renters

Should you need to break your lease, we need to be notified in writing by all renters. The property will be re-advertised for rent. Rent will be owed until the day prior to the new tenancy commencing. There will also be a pro-rata break lease fee payable. The pro-rata letting fee is calculated upon the initial letting fee that the RRP paid to the agency upon leasing the property to you.

If the rental agreement is to be transferred to another renter, or another renter added to the rental agreement, an administration fee of \$100 + GST will be charged to the renter.

### Repairs and Maintenance

All maintenance requests are to be reported in writing to our agency as soon as you become aware of the issue. This can be done via your renter portal or on our website.

If a trades person/service person is required to fix a repair caused by the renter, the cost of such the repair will be payable by the renter.

The ignition and lighting of the pilot light for all gas/electric amenities connected to your property (HWS, heater and stove etc) are the responsibility of the renter. If you require a gasfitter or electrician to attend the property to perform this task for you, the cost would be payable by you.

### Vehicles and Parking

Please do not park vehicles on the premises which leak oil unless a suitable oil tray is provided. Please also do not park cars on any lawn or garden areas. If you rent a property with a common area, please do not allow your visitors to park within the complex.



### Utilities

The renter is responsible to pay for water usage (where the property is separately metered) and all other utility charges.


### Access to the property

If you require access to the property outside normal business hours because of mislaid or lost keys, you will need to organise a locksmith to gain access to the property and pay the cost yourself. If any locks are replaced, a copy of each key must be supplied to the agent by the next business day.

### Signature of renter/s

Signed by:  DocuSigned by:   
DD144D1CC11D46B... 8F39B72E93C4407...

### Signature of Rental Provider

DocuSigned by:  
  
4455A5F093D24BB...

For & on behalf of the Residential Rental Provider

# Schedule 2—Model rules for an owners corporation

Regulation 11

## 1 Health, safety and security

### 1.1 Health, safety and security of lot owners, occupiers of lots and others

A lot owner or occupier must not use the lot, or permit it to be used, so as to cause a hazard to the health, safety and security of an owner, occupier, or user of another lot.

### 1.2 Storage of flammable liquids and other dangerous substances and materials

- (1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.
- (2) This rule does not apply to—
  - (a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
  - (b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

### 1.3 Waste disposal

An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots.

## 2 Committees and sub-committees

### 2.1 Functions, powers and reporting of committees and sub-committees

A committee may appoint members to a sub-committee without reference to the owners corporation.

## 3 Management and administration

### 3.1 Metering of services and apportionment of costs of services

- (1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.
- (2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.
- (3) Subrule (2) does not apply if the concession or rebate—
  - (a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
  - (b) is paid directly to the lot owner or occupier as a refund.

## 4 Use of common property

### 4.1 Use of common property

- (1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
- (2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.
- (3) An approval under subrule (2) may state a period for which the approval is granted.
- (4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
- (5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
- (6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

### 4.2 Vehicles and parking on common property

An owner or occupier of a lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle—

- (a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
- (b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or
- (c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

#### 4.3 Damage to common property

- (1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
- (2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
- (3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.
- (4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
- (5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

### 5 Lots

#### 5.1 Change of use of lots

An owner or occupier of a lot must give written notification to the owners corporation if the owner or occupier changes the existing use of the lot in a way that will affect the insurance premiums for the owners corporation.

##### Example

If the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes.

#### 5.2 External appearance of lots

- (1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
- (2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

#### 5.3 Requiring notice to the owners corporation of renovations to lots

An owner or occupier of a lot must notify the owners corporation when undertaking any renovations or other works that may affect the common property and/or other lot owners' or occupiers' enjoyment of the common property.

### 6 Behaviour of persons

#### 6.1 Behaviour of owners, occupiers and invitees on common property

An owner or occupier of a lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.

#### 6.2 Noise and other nuisance control

- (1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.
- (2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

### 7 Dispute resolution

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.
- (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the **Owners Corporations Act 2006**.
- (8) This process is separate from and does not limit any further action under Part 10 of the **Owners Corporations Act 2006**.

## Due diligence checklist

### What you need to know before buying a residential property

Before you buy a home, you should be aware of a range of issues that may affect that property and impose restrictions or obligations on you, if you buy it. This checklist aims to help you identify whether any of these issues will affect you. The questions are a starting point only and you may need to seek professional advice to answer some of them. You can find links to organisations and web pages that can help you learn more, by visiting the [Due diligence checklist page on the Consumer Affairs Victoria website](https://consumer.vic.gov.au/duediligencechecklist) (consumer.vic.gov.au/duediligencechecklist).

### Urban living

#### Moving to the inner city?

High density areas are attractive for their entertainment and service areas, but these activities create increased traffic as well as noise and odours from businesses and people. Familiarising yourself with the character of the area will give you a balanced understanding of what to expect.

#### Is the property subject to an owners corporation?

If the property is part of a subdivision with common property such as driveways or grounds, it may be subject to an owners corporation. You may be required to pay fees and follow rules that restrict what you can do on your property, such as a ban on pet ownership.

### Growth areas

#### Are you moving to a growth area?

You should investigate whether you will be required to pay a growth areas infrastructure contribution.

### Flood and fire risk

#### Does this property experience flooding or bushfire?

Properties are sometimes subject to the risk of fire and flooding due to their location. You should properly investigate these risks and consider their implications for land management, buildings and insurance premiums.

### Rural properties

#### Moving to the country?

If you are looking at property in a rural zone, consider:

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?

#### Can you build new dwellings?

Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

#### Is there any earth resource activity such as mining in the area?

You may wish to find out more about exploration, mining and quarrying activity on or near the property and consider the issue of petroleum, geothermal and greenhouse gas sequestration permits, leases and licences, extractive industry authorisations and mineral licences.

## Soil and groundwater contamination

#### Has previous land use affected the soil or groundwater?

You should consider whether past activities, including the use of adjacent land, may have caused contamination at the site and whether this may prevent you from doing certain things to or on the land in the future.

(04/10/2016)

## Land boundaries

### Do you know the exact boundary of the property?

You should compare the measurements shown on the title document with actual fences and buildings on the property, to make sure the boundaries match. If you have concerns about this, you can speak to your lawyer or conveyancer, or commission a site survey to establish property boundaries.

## Planning controls

### Can you change how the property is used, or the buildings on it?

All land is subject to a planning scheme, run by the local council. How the property is zoned and any overlays that may apply, will determine how the land can be used. This may restrict such things as whether you can build on vacant land or how you can alter or develop the land and its buildings over time.

The local council can give you advice about the planning scheme, as well as details of any other restrictions that may apply, such as design guidelines or bushfire safety design. There may also be restrictions – known as encumbrances – on the property's title, which prevent you from developing the property. You can find out about encumbrances by looking at the section 32 statement.

### Are there any proposed or granted planning permits?

The local council can advise you if there are any proposed or issued planning permits for any properties close by. Significant developments in your area may change the local 'character' (predominant style of the area) and may increase noise or traffic near the property.

## Safety

### Is the building safe to live in?

Building laws are in place to ensure building safety. Professional building inspections can help you assess the property for electrical safety, possible illegal building work, adequate pool or spa fencing and the presence of asbestos, termites, or other potential hazards.

## Building permits

### Have any buildings or retaining walls on the property been altered, or do you plan to alter them?

There are laws and regulations about how buildings and retaining walls are constructed, which you may wish to investigate to ensure any completed or proposed building work is approved. The local council may be able to give you information about any building permits issued for recent building works done to the property, and what you must do to plan new work. You can also commission a private building surveyor's assessment.

### Are any recent building or renovation works covered by insurance?

Ask the vendor if there is any owner-builder insurance or builder's warranty to cover defects in the work done to the property.

## Utilities and essential services

### Does the property have working connections for water, sewerage, electricity, gas, telephone and internet?

Unconnected services may not be available, or may incur a fee to connect. You may also need to choose from a range of suppliers for these services. This may be particularly important in rural areas where some services are not available.

## Buyers' rights

### Do you know your rights when buying a property?

The contract of sale and section 32 statement contain important information about the property, so you should request to see these and read them thoroughly. Many people engage a lawyer or conveyancer to help them understand the contracts and ensure the sale goes through correctly. If you intend to hire a professional, you should consider speaking to them before you commit to the sale. There are also important rules about the way private sales and auctions are conducted. These may include a cooling-off period and specific rights associated with 'off the plan' sales. The important thing to remember is that, as the buyer, you have rights.

(04/10/2016)

DATED

2025

**CHRISTOPHER LESLIE ROBERTSON AND KERRIE MICHELLE ROBERTSON**

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**VENDORS STATEMENT**

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**Property: Unit 2/50-54 Kay Street, Traralgon 3844**

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