

SECTION 32 **STATEMENT**

PURSUANT TO DIVISION 2 OF PART II
SECTION 32 OF THE SALE OF LAND ACT 1962 (VIC)

Vendor:	Jessica Mae Winter
Property:	Unit 2, 1 Baxter Court, Moe VIC 3825

VENDORS REPRESENTATIVE

JP Conveyancing Works
2a Kirk Street
MOE VIC 3825

Tel: (03) 5127 2909
Fax: (03) 5127 4287
Email: jodie@jpcworks.com.au

Ref: 5258

32A FINANCIAL MATTERS

Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is contained in the attached certificate/s and as follows-

Their total does not exceed \$3,300.00

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:- None to the Vendors knowledge

At settlement the rates will be adjusted between the parties, so that they each bear the proportion of rates applicable to their respective periods of occupancy in the property.

32B INSURANCE

- (a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: - Not Applicable

32C LAND USE

(a) RESTRICTIONS

Information concerning any easement, covenant or similar restriction affecting the land (whether registered or unregistered) is as follows:-

- Easements affecting the land are as set out in the attached copies of title.
- Covenants affecting the land are as set out in the attached copies of title.
- Other restrictions affecting the land are as attached.
- Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:-

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the land. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

(b) BUSHFIRE

This land is not in a designated bushfire- prone area within the meaning of the regulations made under the *Building Act 1993*.

(c) ROAD ACCESS

There is access to the Property by Road.

SECTION 32 STATEMENT
UNIT 2, 1 BAXTER COURT, MOE VIC 3825

(d) PLANNING

Planning Scheme: Latrobe City Council
Responsible Authority: Latrobe City Council
Zoning: General Residential Zone (GRZ)
Planning Overlay/s: None. See attached certificate

32D NOTICES

The Vendor is not aware of any Notices, Declarations, Property Management Plans, Reports, Recommendations or Orders in respect of the land issued by a Government Department or Public Authority or any approved proposal directly and currently affecting the land however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor.

32E BUILDING PERMITS

Particulars of any Building Permit issued under the *Building Act 1993* during the past seven years (where there is a residence on the land):-

No such Building Permit has been granted to the Vendors knowledge.

32F OWNERS CORPORATION

The Land is NOT affected by an Owners Corporation within the meaning of the *Owners Corporation Act 2006*.

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

(1) The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987* is NOT –

- land that is to be transferred under the agreement.
- land on which works are to be carried out under the agreement (other than Crown land).
- land in respect of which a GAIC is imposed

32H SERVICES

Service	Status
Electricity supply	Connected
Gas supply	Connected
Water supply	Connected
Sewerage	Connected
Telephone services	Not Connected

Connected indicates that the service is provided by an authority and operating on the day of sale. The Purchaser should be aware that the Vendor may terminate any account with a service provider before settlement, and the purchaser may need to have the service reconnected.

SECTION 32 STATEMENT
UNIT 2, 1 BAXTER COURT, MOE VIC 3825

32I TITLE

Attached are the following document/s concerning Title:

A copy of the Register Search Statement/s and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and its location.

ATTACHMENTS

Attached to this Section 32 Statement please find:-

- All documents noted as attached within this Section 32 Statement
- **Due Diligence Checklist**
- **Tenancy Agreement**

DATE OF THIS STATEMENT

6/9/2021 /20

Name of the Vendor

Jessica Mae Winter

Signature/s of the Vendor

x

Jessica Winter

The Purchaser acknowledges being given a duplicate of this statement signed by the Vendor before the Purchaser signed any contract.

The Purchaser further acknowledges being directed to the DUE DILIGENCE CHECKLIST.

DATE OF THIS ACKNOWLEDGMENT

/ /20

Name of the Purchaser

Signature/s of the Purchaser

x

VIC Lands
TITLE SEARCH ON 9822 / 869

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

VOLUME 09822 FOLIO 869

Security no : 124090262226N
Produced 01/06/2021 12:27 PM

LAND DESCRIPTION

Lot 2 on Registered Plan of Strata Subdivision 029196Q.
REGISTRATION OF DEALINGS WITH THIS LOT IS RESTRICTED
PARENT TITLE Volume 09584 Folio 848
Created by instrument SP029196Q 22/07/1988

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor

JESSICA MAE WINTER of UNIT 2 1 BAXTER COURT MOE VIC 3825
AJ319209V 17/11/2011

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AJ319210M 17/11/2011
MECU LTD

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 or Section 12 Strata Titles Act 1967 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE SP029196Q 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 1 BAXTER COURT MOE VIC 3825

ADMINISTRATIVE NOTICES

NIL

eCT Control 13091U BANK AUSTRALIA LTD
Effective from 22/12/2011

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. SP029196Q

DOCUMENT END

VIC Lands

TITLE SEARCH ON 9822 / 872

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

VOLUME 09822 FOLIO 872

Security no : 124090262228L

Produced 01/06/2021 12:27 PM

LAND DESCRIPTION

Lot 5 on Registered Plan of Strata Subdivision 029196Q.

CAR PARK

PARENT TITLE Volume 09584 Folio 848

Created by instrument SP029196Q 22/07/1988

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

JESSICA MAE WINTER of UNIT 2 1 BAXTER COURT MOE VIC 3825

AJ319209V 17/11/2011

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AJ319210M 17/11/2011

MECU LTD

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 or Section 12 Strata Titles Act 1967 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE SP029196Q 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 1 BAXTER COURT MOE VIC 3825

ADMINISTRATIVE NOTICES

NIL

eCT Control 13091U BANK AUSTRALIA LTD

Effective from 22/12/2011

OWNERS CORPORATIONS

The land in this folio is affected by

OWNERS CORPORATION PLAN NO. SP029196Q

DOCUMENT END

Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Victorian Land Registry Services.

Document Type	Plan
Document Identification	SP029196Q
Number of Pages (excluding this cover sheet)	2
Document Assembled	01/06/2021 12:50

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The document is invalid if this cover sheet is removed or altered.

SP 29196

29196Q

CHART NO 2

PLAN OF STRATA SUBDIVISION

THE PARCEL THE WHOLE OF THE LAND DESCRIBED IN CERTIFICATE OF TITLE VOLUME 9584 FOLIO 848 BEING PART OF CROWN ALLOTMENT 13 SECTION 13 TOWNSHIP OF MOE PARISH OF YARRAGON COUNTY OF BULBUL.

POSTAL ADDRESS OF BUILDINGS

1 BAXTER COURT
MOE 3825

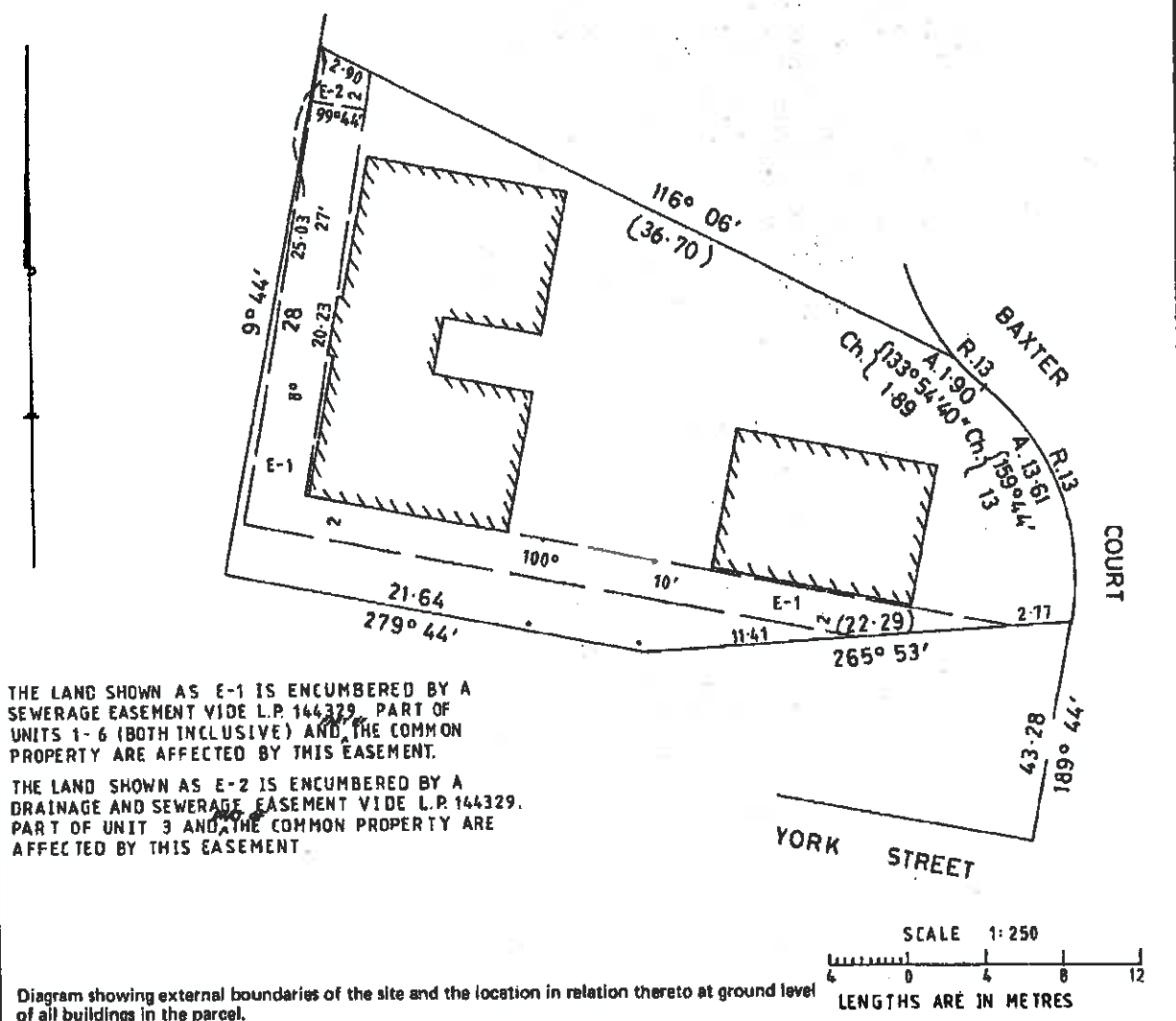
FOR CURRENT ADDRESS FOR SERVICE OF NOTICE
SEE OWNERS CORPORATION SEARCH REPORT

REGISTERED



TIME 7.30 Am

DATE 22. 7. 88



THE LAND SHOWN AS E-1 IS ENCUMBERED BY A SEWERAGE EASEMENT VIDE L.P. 144329. PART OF UNITS 1-6 (BOTH INCLUSIVE) AND THE COMMON PROPERTY ARE AFFECTED BY THIS EASEMENT.

THE LAND SHOWN AS E-2 IS ENCUMBERED BY A DRAINAGE AND SEWERAGE EASEMENT VIDE L.P. 144329. PART OF UNIT 3 AND THE COMMON PROPERTY ARE AFFECTED BY THIS EASEMENT.

I, GREGORY JOHN HEWETT of 57 BAIR STREET

LEONGATHA ¹⁹⁷⁸ a Surveyor licensed under the Land Surveyors Act 1966 certify that this plan and any measurements on which it is based have been made by me or under my personal direction and supervision; that the standard of accuracy of any measurements made to determine the external boundaries of the site complies with the requirements of and under the Land Surveyors Act 1966; that the plan accurately represents as at the 24 TH day of FEBRUARY 1988 in the manner required by or under the Strata Titles Act 1967 and by or under the Land Surveyors Act 1966 and within the limitations of the scale used and the standard of accuracy required, the boundaries of the units and the location at ground level of all buildings in the parcel in relation to the external boundaries of the site; and that all units are within the parcel.

SIGNATURE:

DATE: 25/2/88

SEAL OF MUNICIPALITY AND ENDORSEMENT

Pursuant to Section 6(1) of the Strata Titles Act 1967 the Common Seal of the Mayor, Councillors & Citizens of the City of MOE was hereunto affixed this 11th day of May 1988 in pursuance of a resolution of the Council and in the presence of

COUNCILLOR

COUNCILLOR

TOWN CLERK

SIGNED:

DATE: 25/2/88

Sheet 1 of 2 sheets

29196

SCHEDULE FOR UNIT ENTITLEMENT AND LIABILITY

FOR CURRENT OWNERS CORPORATION DETAILS
SEE OWNERS CORPORATION SEARCH REPORT

LEGEND

1. THE BUILDING IN THE PARCEL A PART OF WHICH IS CONTAINED IN EACH OF UNITS 1-6 (BOTH INCLUSIVE) IS A SINGLE STOREY BUILDING.
2. THE LOWER BOUNDARY OF EACH OF UNITS 1-6 (BOTH INCLUSIVE) IS ONE METRE BELOW THAT PART OF THE SITE WHICH IS WITHIN THE VERTICAL OR NEAR VERTICAL BOUNDARIES OF THE RELEVANT UNIT AS SHOWN ON THE DIAGRAM HEREUNDER. THE UPPER BOUNDARY OF EACH OF UNITS 1-6 (BOTH INCLUSIVE) IS TEN METRES ABOVE THAT PART OF THE SITE.
3. THE COMMON PROPERTY IS ALL THE LAND IN THE PARCEL EXCEPT THE LAND IN UNITS 1-6 (BOTH INCLUSIVE).
4. UNITS 4, 5 & 6 ARE ACCESSORY UNITS.
5. NOTICE OF RESTRICTION

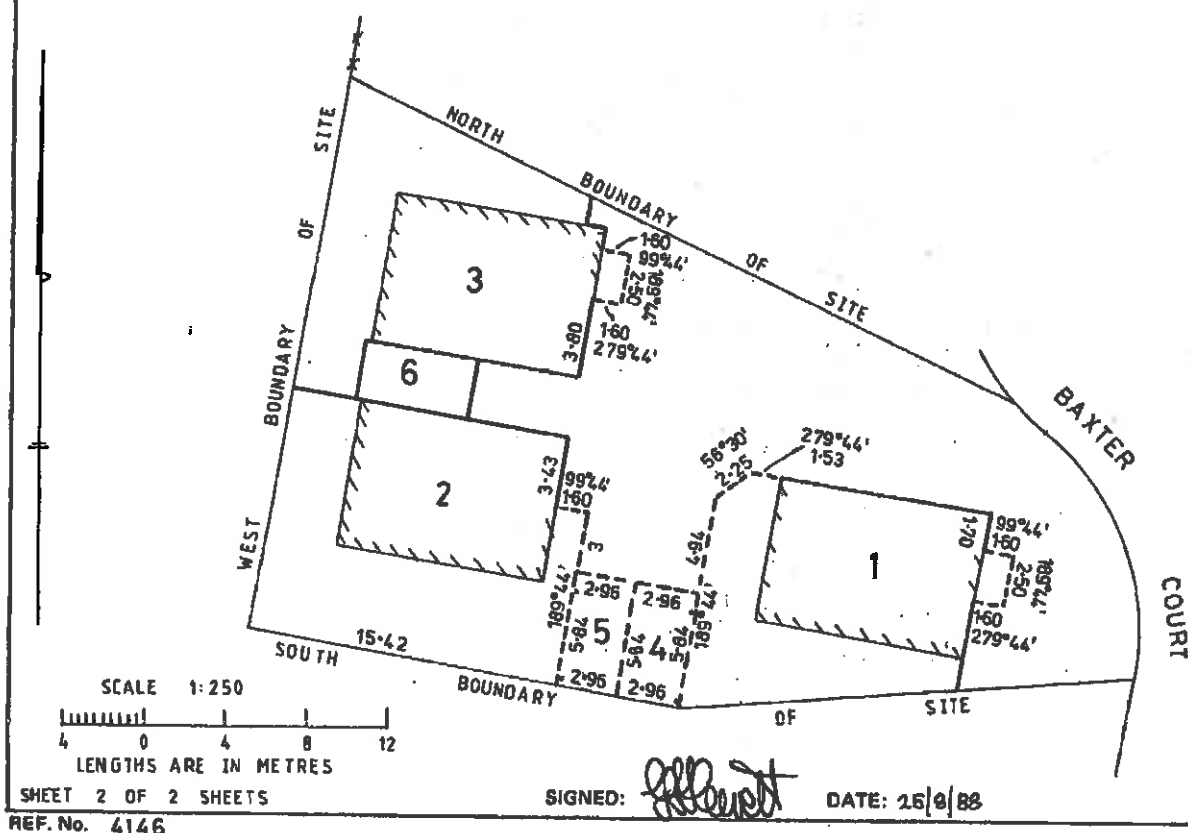
THE UNITS SPECIFIED IN COLUMN 1 HEREUNDER ARE RESTRICTED UNITS.
THE UNITS SPECIFIED IN COLUMN 2 HEREUNDER ARE CAR PARK UNITS.
REGISTRATION OF DEALINGS WITH THE UNITS IN COLUMN 1 IS RESTRICTED.

COLUMN 1

1
2
3

COLUMN 2

4
5
6





PROPERTY SERVICES

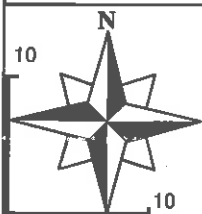
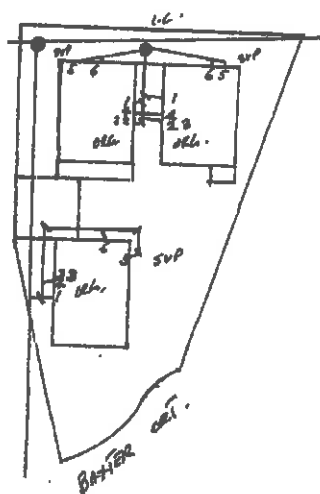
DRAINAGE PLAN NUMBER 256897

ADDRESS: UNIT2 - 1 BAXTER COURT MOE

Gippsland Water Limited does not guarantee and makes no representation or warranty as to the accuracy of this plan. The company accepts no liability for any loss, damage, or injury suffered by any person as a result of any inaccuracy in this plan.
(C) CENTRAL GIPPSLAND REGION WATER AUTHORITY A.C.N. 830 750 413

- | | |
|-----------|--------------|
| 1. Closet | 5. Sink |
| 2. Bath | 6. Trough |
| 3. Basin | Urinal |
| 4. Shower | Dishwasher |
| | Wash Machine |

No tests will be carried out on drains unless all trenching operations over 1.50 metres in depth.



Date Issued:	01/06/21	POINT LOCATION DATA	
Last Finalised:	1/06/2021	TIE	
Scale:	1:500 approx.	E.P.	
Issued To:		N.S.L.	
		I.L.	
		DIA.	
Store:			



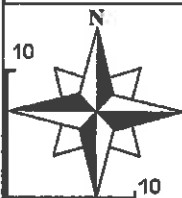
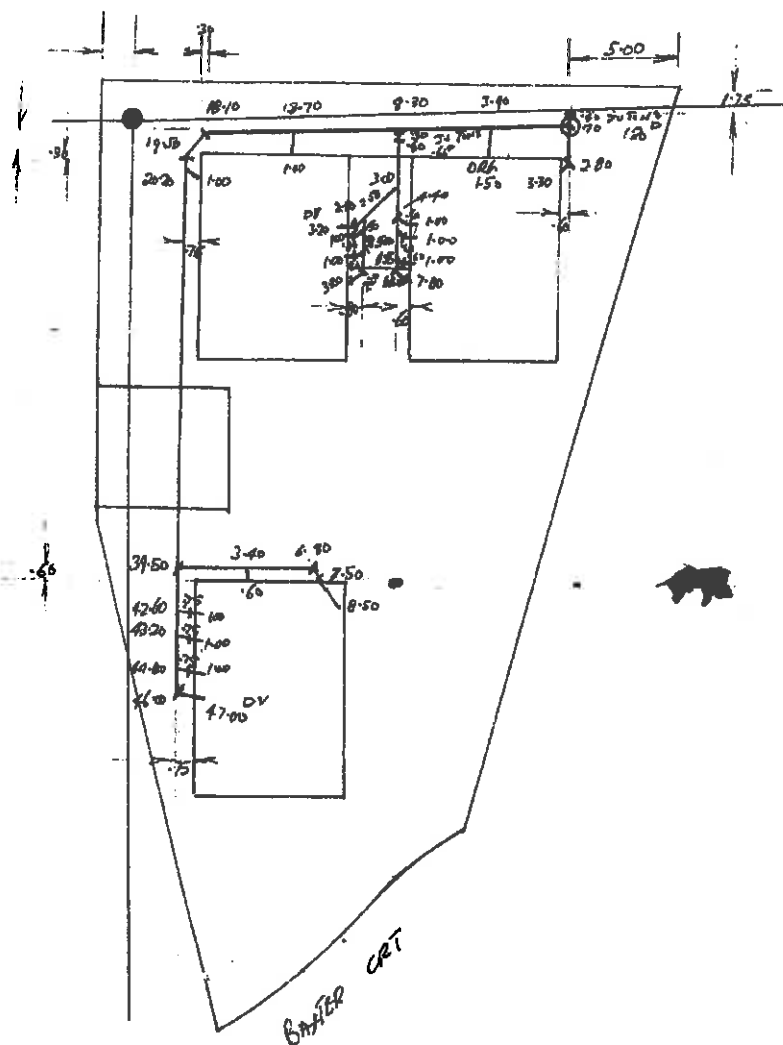
GIPPSLAND
WATER

PROPERTY SERVICES

DRAINAGE PLAN NUMBER 256897

ADDRESS: 1 BAXTER CRT MOE

Gippsland Water Limited does not guarantee and makes no representation or warranty as to the accuracy of this plan. The company accepts no liability for any loss, damage, or injury suffered by any person as a result of any inaccuracy in this plan.
(C) CENTRAL GIPPSLAND REGION WATER AUTHORITY A.C.N. 830 750 413



Date Issued:	31/08/12	POINT LOCATION DATA	
Last Finalise	7/06/2002	TIE	
Scale:	1:500 approx.	E.P.	
Issued To:		N.S.L.	
		I.L.	
		DIA.	
Store:			



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION
PLAN NO. SP029196Q

The land in SP029196Q is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property, Lots 1 - 6.

Limitations on Owners Corporation:
Unlimited

Postal Address for Services of Notices:
1 BAXTER COURT MOE VIC 3825

SP029196Q 22/07/1988

Owners Corporation Manager:
NIL

Rules:
Model Rules apply unless a matter is provided for in Owners Corporation Rules. See Section 139(3) Owners Corporation Act 2006

Owners Corporation Rules:
NIL

Additional Owners Corporation Information:
NIL

Notations:
NIL

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property	0	0
Lot 1	33	33
Lot 2	32	32
Lot 3	32	32
Lot 4	1	1
Lot 5	1	1
Lot 6	1	1



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 01/06/2021 12:49:11 PM

OWNERS CORPORATION
PLAN NO. SP029196Q

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Total	100.00	100.00

From 31 December 2007 every Body Corporate is deemed to be an Owners Corporation. Any reference to a Body Corporate in any Plan, Instrument or Folio is to be read as a reference to an Owners Corporation.

Statement End.

OWNERS CORPORATION CERTIFICATE

s.151 Owners Corporation Act 2006 and r.17 Owners Corporations Regulations 2018

Owners Corporation No
Address: Unit 2, 1 Baxter Court, Moe VIC

This certificate is issued for	Lot 5 on Plan of Subdivision No: 029196Q
Postal address is	Unit 2, 1 Baxter Court, Moe VIC 3825
Applicant for the certificate is	JP Conveyancing Works
Address for delivery of certificate is:	PO Box 637, Moe VIC 3825
Date that the application was received:	1 June 2021

IMPORTANT:

The information in this certificate is issued on: 1 June 2021

You can inspect the owners corporation's register for additional information and you should obtain a new certificate for current information prior to settlement.

1.	The current fees for the lot are \$529.34 payable annually														
2.	The date to which the fees for the lot have been paid up to is: 14 Mach, 2022														
3.	The total of any unpaid fees or charges for the lot are: N/A														
4.	The special fees or levies which have been struck, and the dates on which they were struck and are payable are: N/A														
5.	The repairs, maintenance or other work which has been or is about to be performed which may incur additional charges which have not been included in items 1 to 4 above are: N/A														
6.	The owners corporation has the following insurance cover: <table><tbody><tr><td>a) the name of the company:</td><td>wfi</td></tr><tr><td>b) policy number:</td><td>05 RSP 3018035</td></tr><tr><td>c) kind of policy:</td><td>Residential Strata Pan Certificate of Insurance</td></tr><tr><td>d) buildings covered:</td><td>Units 1-3, 1 Baxter Court, Moe</td></tr><tr><td>e) amount of building insurance is:</td><td>\$615,661.00</td></tr><tr><td>f) the public liability amount is:</td><td>\$20,000,000.00</td></tr><tr><td>g) the renewal date is</td><td>14 Mach, 2022</td></tr></tbody></table>	a) the name of the company:	wfi	b) policy number:	05 RSP 3018035	c) kind of policy:	Residential Strata Pan Certificate of Insurance	d) buildings covered:	Units 1-3, 1 Baxter Court, Moe	e) amount of building insurance is:	\$615,661.00	f) the public liability amount is:	\$20,000,000.00	g) the renewal date is	14 Mach, 2022
a) the name of the company:	wfi														
b) policy number:	05 RSP 3018035														
c) kind of policy:	Residential Strata Pan Certificate of Insurance														
d) buildings covered:	Units 1-3, 1 Baxter Court, Moe														
e) amount of building insurance is:	\$615,661.00														
f) the public liability amount is:	\$20,000,000.00														
g) the renewal date is	14 Mach, 2022														
7.	Has the owners corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so then provide the date of that resolution N/A														
8.	The total funds held by the owners corporation: N/A														
9.	Are there any liabilities of the owners corporation that are not covered by items 1 to 4 above? If so, then provide details N/A														
10.	Are there any current contracts, leases, licences or agreements affecting the common property? If so, then provide details														

	N/A
11.	Are there any current agreements to provide services to lot owners, occupiers or the public? If so, then provide details N/A
12.	Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied? If so, then provide details N/A
13.	Are there any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings? If so, then provide details N/A
14.	Has the owners corporation appointed or resolved to appoint a manager? If so, then provide details N/A
15.	Has an administrator has been appointed for the owners corporation, or has there been a proposal for the appointment of an administrator? N/A
16.	Documents required to be attached to the owners corporation certificate are:
	• A copy of the minutes of the most recent annual general meeting • A copy of all resolutions made at the last annual general meeting • A copy of the rules or the consolidated rules registered at Land Use Victoria • A copy of Schedule 3 of the Owners corporations Regulations 2018 entitled "Statement of Advice and Information for Prospective Purchasers and Lot Owners"
17.	NOTE: More information can be obtained by an inspection of the owners corporation register. Please make your request to inspect the owners corporation register in writing to: N/A

DATED the day of 2021.

This owners corporation certificate was prepared by: **JP Conveyancing Works**

SIGNED on behalf of the Owners' Corporation by)
 Jessica Mae Winter in the capacity as Registered)
 Proprietor pursuant to an instrument of delegation)
 made by the Owners' Corporation on 1 June 2021 in)
 accordance with s11 of the Owners' Corporation Act)
 2006.)
)
)

Jessica Winter

Signature

Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

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.

MODEL RULES FOR AN OWNERS CORPORATION

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.



WFI
Reply Paid 16213
COLLINS STREET WEST VIC 8007
Tel: 1300 934 934
Fax: 1300 797 544
01 June 2021

Owners Corporation PS29196Q
C/- Ms J Winter
PO Box 33
NEWBOROUGH VIC 3825

RESIDENTIAL STRATA PLAN CERTIFICATE OF INSURANCE

Client Name:	Owners Corporation PS29196Q
Client Number:	C231919
Policy Number:	05 RSP 3018035
Period of Cover:	14 March 2021 to 14 March 2022

The attached certificates set out the current insurance you have with us. They also show specific details of the insured items, levels of cover and any special conditions.

Please carefully read the certificates and policies they activate to make sure you have all the protection you want. Keep them in a safe place so that you can refer to them later.

We are happy to help with any enquiries you have concerning the extent of your insurance cover or about making a claim.



CERTIFICATE
05 RSP 3018035

Page No: 2

This policy has been facilitated by Nutrien Ag Solutions Limited (Nutrien Ag Solutions), in line with the terms of the Referral Agency Agreement between WFI and Nutrien Ag Solutions. WFI will pay commission to Nutrien Ag Solutions for this policy. You are not liable for the payment of commission.

Location: Units 1-3 1 Baxter Court

MOE 3825

Risk: 001/001 Building and common contents Effective: 14/03/21
Fidelity guarantee
Voluntary workers accident only

Insured: Owners Corporation PS29196Q

Business: means the business of the Strata Company as a strata company

BUILDING AND COMMON CONTENTS

Excess: \$500 or as shown in the policy, whichever is greater

Insured Item:	Sum insured:
Building	\$615,661
Common Contents	\$5,000

Flood Cover:

Your policy includes cover for damage caused by Flood (refer to the Product Disclosure Statement for details of this cover).

Additional benefits:

Arson reward	\$5,000
Damage to safe or strongroom	\$500
Demolition and removal of debris	\$20,000
Electrical Damage:	
\$1,000 any one electric motor to a maximum of \$10,000 in the aggregate	\$10,000
Escape of liquid	\$5,000
Failure of essential services:	
\$1,000 any one Unit Owner to a maximum of \$10,000 in the aggregate	\$10,000
Fees of architects, surveyors and other professionals	\$10,000
Fire containment	\$5,000



CERTIFICATE
05 RSP 3018035

Page No: 3

Improved environmental aspects	\$5,000
Landscaping	\$5,000
Money	\$5,000
Pets: any one Unit Owner	\$500
Property in the open air	\$5,000
Property of third parties	\$5,000
Replacement keys and locks	\$5,000
Replacement title deeds	\$5,000
Restoration of records	\$5,000
Strata Company Fund Fees: \$1,000 any one Unit Owner	\$1,000
Temporary shuttering	\$5,000
Tinting, frames and wiring	\$5,000
Tree removal costs	\$5,000
Removal and storage of Common Contents	\$2,000
Removal and storage of Unit Owner's contents: \$2,000 any one Unit Owner's contents to a maximum of \$20,000 in the aggregate	\$20,000
Loss of rent;Temporary and emergency premises	\$50,000

FIDELITY GUARANTEE

Excess: \$500 or as shown in the policy, whichever is greater	
Fidelity guarantee limit	\$40,000

VOLUNTARY WORKERS ACCIDENT ONLY

Capital benefit	\$50,000
Weekly benefit	\$500
Compensation period	52 weeks
Claims exclusion period	2 weeks
Aggregate limit per period	\$100,000

Risk:	001/002 Legal liability	y	Effective:	14/03/21
Excess:	\$250 for damage to property in Your physical or legal control			
Insured:	Owners Corporation PS29196Q			
Business:	means the business of the Strata Company as a strata company			
Limit of Indemnity:	Sum insured:			
Any one Occurrence	\$20,000,000			
Property in Your physical or legal control	\$250,000			
Aggregate limit for pollution liability	\$20,000,000			

RESIDENTIAL TENANCY AGREEMENT

Residential Tenancies Act 1997 (Section 26(1))
Residential Tenancies Regulations 2019 (Regulation 8(1))

FILE COPY

(Note: Where there is insufficient space in any item place details in an Annexure and refer to the Annexure in the item)

IMPORTANT NOTES ABOUT THIS AGREEMENT

1. As this is a binding Agreement between the parties the Tenant is entitled to have time to read this Agreement and to obtain appropriate advice if necessary. (For advice, contact Consumer Affairs on 1300 55 81 81 prior to signing this Agreement).
2. The Landlord is required to give the Tenant a completed signed copy of this Agreement within 14 days of signing for the Tenant to keep.
3. All attachments accompanying this Agreement must be signed and dated as acknowledgement they have been read and agreed to by both parties.
4. At the start of the tenancy the Landlord or the Landlord's Agent must give the Tenant a copy of the *Renting a Home: A Guide for Tenants* booklet as published by the Consumer Affairs Victoria.
5. Both parties should retain a signed copy of this Agreement for your records and future reference.

AGREEMENT

This Agreement is made on the 30th day of October 20 20

at: Shop 5,1B Moore Sreet, Moe Vic 3825

BETWEEN

LANDLORD AND LANDLORD'S AGENT (Provide an ACN if applicable)

Landlord: Ms J Winter

ACN: _____

Address: PO Box 69, Moe Vic 3825

ABN: _____

Email: _____

Phone: _____

WHOSE AGENT IS (if applicable)

Agent: Mattlee (Vic) Pty Ltd T/as Stockdale & Leggo Moe

ACN: _____

Address: Shop 5, 1B Moore Street, Moe, VIC, 3825

ABN: _____

Email: moe@stockdaleleggo.com.au

Phone: (03) 5127 2444

AND

TENANT (Provide an ACN if applicable)

Name/s: Ms Elizabeth Stewart

Address: Unit 2/1 Baxter Court, Moe VIC 3825

Phone/s: _____

ACN: _____

1. PREMISES

The landlord lets the Premises known as:

Unit 2/1 Baxter Court, Moe Vic 3825

together with those items indicated in the schedule (strike out if not applicable).

2. RENT

The rent amount is: \$215.00 The date the first rent payment is due: 09 / 11 / 2020

Pay Period: Weekly / Fortnightly / Monthly (insert the date of each month when the rent is due)

Place of Payment: _____

3. BOND

The Tenant must pay a bond of _____ to the Landlord/Agent of _____

In accordance with the Residential Tenancies Act 1997, the landlord must lodge the bond with the Residential Tenancies Bond Authority within 10 business days after receiving the bond.

If there is more than one Tenant and they do not contribute equally to the total bond, the amounts they each contribute are listed here:

Tenant's Name

Bond Amount

If the Tenant does not receive a bond receipt from the Residential Tenancies Bond Authority within 15 business days of paying a bond, the Tenant should contact the Residential Tenancies Bond Authority (1300 13 71 64).

4. PERIOD

[Tick applicable Period]

- ☒ (a) The period of the Agreement is **Six (6) Month Lease**

commencing on the **9th** day of **November** 20 **20**

and ending on the **9th** day of **May** 20 **21**

Unless the Agreement terminates in accordance with the **Residential Tenancies Act 1997**, the Agreement will continue as a periodic tenancy.

OR

- ☐ (b) The Agreement will commence from the _____ day of _____ 20 _____ and continue until terminated in accordance with the **Residential Tenancies Act 1997**.

4A. CONSENT TO ELECTRONIC SERVICE

(1) Express Consent

The TENANT: [Check one box only]

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

Email address _____

OR

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

The LANDLORD: [Check one box only]

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

Email address _____

OR

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

(2) Inferred Consent

If the TENANT or the LANDLORD (as the case may be) has not consented to electronic service under subclause (1), the TENANT or the LANDLORD must not infer consent to electronic service from the receipt or response to emails or other electronic communications.

(3) Change of Electronic Address

The TENANT or the LANDLORD must immediately give notice in writing to the other party if the email address for electronic service under subclause (1) changes.

(4) Withdrawal of Consent

- (a) The TENANT or the LANDLORD may withdraw their consent under subclause (1) to electronic service of notices and other documents only by giving notice in writing to the other party.
(b) Following the giving of notice under paragraph (a), no further notices or other documents are to be served by electronic communication.

5. CONDITION OF THE PREMISES

The LANDLORD must -

- (a) ensure that the Premises are maintained in good repair; and
(b) if the Landlord owns or controls the common areas relating to those Premises, take reasonable steps to ensure that the common areas are maintained in good repair.

6. DAMAGE TO THE PREMISES

- (a) The TENANT must ensure that care is taken to avoid damaging the rented Premises.
(b) The TENANT must take reasonable care to avoid damaging any common areas.
(c) The TENANT who becomes aware of damage to the rented Premises must give notice to the LANDLORD of any damage to the Premises as soon as practicable.

7. CLEANLINESS OF THE PREMISES

- (a) The LANDLORD must ensure that the Premises are in a reasonably clean condition on the day on which it is agreed that the TENANT is to enter into occupation of the Premises.
(b) The TENANT must keep the Premises in a reasonably clean condition during the period of Agreement.

8. USE OF PREMISES

- (a) The TENANT must not use or allow the Premises to be used for any illegal purpose.
(b) The TENANT must not use or allow the Premises to be used in such a manner as to cause a nuisance or cause an interference with the reasonable peace, comfort or privacy of any occupier of neighbouring premises.

9. QUIET ENJOYMENT

The LANDLORD must take all reasonable steps to ensure that the TENANT has quiet enjoyment of the Premises.

10. ASSIGNMENT OR SUB-LETTING

- (a) The TENANT must not assign or sub-let the whole or any part of the Premises without the written consent of the LANDLORD. The LANDLORD's consent must not be unreasonably withheld.
- (b) The LANDLORD must not demand or receive any fee or payment for the consent, except in respect of any fees, costs or charges incurred by the Landlord in relation to the preparation of a written assignment of the Agreement.

11. RESIDENTIAL TENANCIES ACT 1997

Each party must comply with the Residential Tenancies Act 1997.

(NOTE: Reference should be made to the Residential Tenancies Act 1997 for further rights and duties.)

SCHEDULE OF ITEMS (See Clause 1)

ADDITIONAL TERMS

Additional terms which do not take away any of the rights and duties included in the Residential Tenancies Act 1997 may be set out in this section

Any additional terms must also comply with the Unfair Contract Terms under Part 2-3 of the Australian Consumer Law (Victoria). Contact Consumer Affairs Victoria on 1300 55 81 81 for further information or visit www.consumer.vic.gov.au.

12. TENANTS

- 12.1 All persons using the Premises as Tenants or otherwise must comply with the provisions of this Agreement and the Residential Tenancies Act 1997 and other relevant legislation and regulations. Any proposed change in Tenants must be immediately notified to the Landlord.

13. CARE OF THE PREMISES

13.1 The Tenant agrees:

- (1) not to paint, mark or deface the Premises internally or externally or use nails, screws or adhesives without prior written consent of the Landlord.
- (2) to place all household rubbish in the bin provided by the local authority and put the bin out for collection on the designated day for collection and remove the bin to the Premises promptly after it has been emptied and return it to its allotted place.
- (3) not to use any sink, basin, toilet, drain or like facility in or connected to the Premises for other than their intended use nor to do anything that might damage or block the plumbing drainage or sewerage servicing the Premises and to promptly notify the Landlord of any blockage or defect.
- (4) not to affix any television antenna, satellite dish or cabling to the Premises without prior written consent of the Landlord.
- (5) not to hang washing, or other articles anywhere but in areas provided or designated for this purpose.
- (6) to maintain all garden areas including watering (subject to any council restrictions) trees, lawn and other plants, mowing the lawn and removing garden rubbish (including pet waste) from the Premises.
- (7) to replace, at the Tenant's cost, blown or damaged light bulbs or fluoro tubes and ensure all are in a working condition at the end of the tenancy. Where such damage has been occasioned by the Landlord or its Agent it shall be the Landlord's responsibility to replace light bulbs and fluoro tubes.
- (8) not to carry out any mechanical repairs to machinery (including cars and/or boats) which the Tenant may bring onto the Premises.
- (9) where the Landlord's consent has been obtained in respect of Clause 13.1(1) and 13.1(4) the Landlord may require, as a condition of consent, that the Tenant return the Premises to its original condition at the end of the Tenancy.
- (10) where a product, fixture or fitting provided with the Premises has a warning label or safety instructions attached the Tenant is not to deface, damage or remove such label.
- (11) Other:

14. SMOKE ALARMS

14.1 The Tenant agrees:

- (1) not to remove or interfere with the operation of any smoke alarm installed on the residential Premises except with reasonable excuse, and
- (2) to notify the Landlord in writing promptly if any smoke alarm installed on the residential Premises is not functioning properly.

15. PAYMENT OF COUNCIL RATES, LAND TAX, WATER AND OTHER CHARGES

15.1 In accordance with Section 52 of the Residential Tenancies Act 1997, the Tenant is liable for payment of:

(1) where the Premises are separately metered:

- (a) all charges in respect of the supply or use of electricity, gas, or oil. This excludes installation costs and charges in respect of the initial connection of such services to the Premises and the charges for the supply or hire of gas bottles.
- (b) the cost of all water supplied where it is based solely on the amount of water supplied.
- (c) that part of the charge that is based on the amount of water supplied if the cost of water supplied is only partly based on the amount of water supplied.
- (d) all sewerage disposal charges imposed in respect of the Premises during the Tenancy Agreement.

Note: with respect to water and sewerage the Owner must notify the Authority in accordance with Section 273A(c) of the Water Act 1989.

(2) all charges in respect of the use of bottled gas at the Premises during the term of this Agreement.

15.2 The Landlord is responsible for the following charges where the supply is not separately metered:

- (1) electricity
- (2) non bottled gas
- (3) oil
- (4) water supply service and water supplied
- (5) sewerage disposal charges.

15.3 (1) The Tenant must pay any expenses in relation to the Tenant changing utility suppliers including disconnection and reconnection fees.

- (2) Should the Landlord, Tenant or persons on the Premises with the permission or authority of either the Landlord or the Tenant damage or disconnect a utility servicing the Premises, the party who is at fault will be responsible for rectifying the damage or disconnection and paying all associated costs.

16. ALTERATIONS AND ADDITIONS TO THE PREMISES

16.1 The Tenant agrees:

- (1) not to install any fixture or renovate, alter or add to the Premises without the Landlord's written permission, and
- (2) not to remove, without the Landlord's written permission, any fixture attached by the Tenant, and
- (3) not to alter, remove or add any lock or security device without the Landlord's agreement, and in such case to provide the Landlord with a copy of the key or access codes, and
- (4) to notify the Landlord of any damage caused by removing any fixture attached by the Tenant, and
- (5) to repair any damage caused by removing the fixture or reimburse the Landlord for the reasonable costs of repair.

17. TENANT'S USE OF PREMISES

17.1 The Tenant may use the Premises only as a place of residence. Should the Tenant wish to use the Premises for a purpose other than or in addition to a residence, the Landlord's consent must first be obtained.

17.2 The Tenant must not carry out commercial or industrial activities or create any nuisance to adjoining neighbours.

17.3 The Tenant must take such actions as may be reasonable to prevent persons on the Premises with the Tenant's authority (apart from the Landlord or those acting under the Landlord's authority) from causing damage to the Premises.

17.4 The Tenant may not grant other person's the right to occupy or use the whole or part of the Premises for the Tenant's commercial gain, whether by written or verbal agreement with the other person/s, without the Landlord's consent having been first obtained. The Landlord must act reasonably.

18. PETS

18.1 The Tenant may keep pets on the Premises only as permitted in this Agreement or where written permission has been given by the Landlord to the Tenant subject to this Agreement. The Landlord's consent will not be unreasonably withheld.

Note: It will not be unreasonable for permission to be withheld where the granting of such permission would contravene the rules of the Owners Corporation.

19. OWNERS CORPORATION

The Premises is subject to the Owners Corporation Act 2006: ☐ Yes ☐ No (if 'yes' clause 19 applies)

19.1 The Landlord must give the Tenant a copy of the rules of the Owners Corporation under the Owners Corporation Act 2006 at the commencement of occupation and a copy of the consolidated rules of the Owners Corporation as soon as possible after it is lodged with the Registrar.

19.2 The Tenant must comply with the rules of the Owners Corporation.

19.3 ☐ The Tenant confirms a copy of the rules (and any advised amendments) of the Owners Corporation were provided on the signing of this Agreement by the Agent/Landlord. Initial: _____

20. RENTAL BOND

20.1 In accordance with Section 428 of the Residential Tenancies Act 1997 (Act) the Tenant must not refuse to pay rent on the grounds that the Tenant intends to regard as rent paid by the Tenant the bond or any part of the bond paid in respect of the rented Premises. Breach of this obligation by the Tenant will allow action to be taken under the Act and penalties may be imposed.

21. BREACH OF AGREEMENT BY TENANT

- 21.1 The Tenant must promptly rectify any breach and pay the reasonable expenses of such rectification.
- 21.2 If the Tenant is in breach of the obligations under this Agreement (including its obligations to maintain the Premises) the Landlord may, where the Tenant has not done so promptly, rectify such breach and claim the cost of such rectification from the Rental Bond or the Tenant.
- 21.3 Should the Tenant be in breach of its obligations under the Agreement resulting in default and termination of this Agreement before the end date, the Tenant is not released from its obligations under this Agreement and must pay damages, which damages may include any losses incurred by the Landlord with respect to rental, outgoings, letting and marketing expenses and otherwise. The Landlord has an obligation to mitigate its damages.

22. TERMINATION (END OF OCCUPANCY)

- 22.1 The Tenant must give the Landlord written notice of its intention to vacate the Premises in accordance with Section 235 of the **Residential Tenancies Act 1997** in the approved form, such notice being not less than 28 days prior to the tenancy expiry date, to the Landlord in the approved form of its intention to vacate the Premises.
- 22.2 Where the Tenant, with the consent of the Landlord, remains in occupation after the expiration of the term, the Tenant does so under a periodic tenancy and must give the Landlord a notice of its intention to vacate in accordance with Clause 22.1.
- 22.3 The Landlord requiring possession of the Premise at the end of the term must give the Tenant notice in accordance with the **Residential Tenancies Act 1997**.
- 22.4 On termination of this Agreement whether on expiry of a fixed term, by agreement between the parties or otherwise in accordance with the **Residential Tenancies Act 1997** the Tenant agrees to:
- (1) deliver vacant possession
 - (2) deliver up all keys and security devices
 - (3) leave the Premises as nearly as possible in the same condition (fair wear and tear excepted) as set out in the condition report for the residential Premises.
 - (4) remove all of the Tenant's property (including fixtures where required) and belongings from the Premises including rubbish and property on the Premises not the property of the Landlord.
 - (5) advise as soon as possible of the Tenant's contact address
 - (6) ensure carpets are left in a similar condition to their condition at the start of tenancy. If cleaning is required they should be professionally cleaned by a qualified carpet cleaner.
- 22.5 Failure by the Tenant to carry out any of its obligations under this Agreement and on termination will entitle the Landlord to claim damages in respect of any expenses incurred or rental lost. The Landlord must take reasonable steps to mitigate its damages.
- 22.6 The termination of this Agreement by notice or otherwise shall not affect either party's right to compensation for damages arising from breach of the terms of this Agreement.
- 22.7 No forbearance by the Landlord to exercise its rights against the Tenant in respect of any breach by the Tenant of its obligations under this Agreement or with respect to the **Residential Tenancies Act 1997** shall preclude the Landlord from subsequently exercising its rights in respect of this Agreement or in accordance with the **Residential Tenancies Act 1997**.

23. INSURANCE AND INDEMNITY

- 23.1 The Tenant agrees:
- (1) not to by act or omission, do anything which would cause any increase in the premium of any insurance the Landlord may have over the Premises (or their contents) or cause such insurance policy to be invalidated.
 - (2) to pay the Landlord any excess or premium increase or charge by the Landlord's insurance company as a result of the acts or omissions of the Tenant or persons on the Premises with the consent of the Tenant. This does not include any increase in the premium as a result of actions by the Landlord or people acting with the Landlord's authority.
 - (3) to be responsible for insuring the Tenant's own property.
 - (4) the Landlord will provide a copy of relevant insurance policies to the Tenant.

24. LIABILITY STATEMENT

- 24.1 Where the Landlord, has complied with its obligations under this Agreement and the **Residential Tenancies Act 1997**, the Tenant, except in the case of negligence on the part of the Landlord, indemnifies the Landlord against any claims in respect of loss, damage or injury to persons or property for which the Landlord may become liable as a result of any act or omission by the Tenant or others on the Premises with the consent of the Tenant.
- 24.2 For the purpose of this Clause the Landlord shall include the Agent, contractors and permitted assigns.

25. RENT INCREASE

- 25.1 The Landlord must give the Tenant at least 60 days notice in the prescribed form in accordance with the **Residential Tenancies Act 1997** of a proposed rent increase.
- 25.2 Under a fixed term tenancy a Landlord must not increase the rent before the term ends unless this Agreement provides for a rent increase within the fixed term.
- 25.3 The Landlord must not increase the rent at intervals of less than 12 months.
- 25.4 If the Tenant disagrees with the rent increase the Tenant may in accordance with Section 45 of the **Residential Tenancies Act 1997** apply to the Director of Consumer Affairs Victoria to investigate and report. The Tenant must make an application within 30 days after receiving the notice of Rent increase.

26. REPAIRS

26.1 (1) Urgent Repairs Contact:

The Landlord has authorised the following contacts to approve Urgent Repairs:

Agent: ☒ Yes ☐ No

Phone: (03) 5127 2444 Limit: \$1,800.00

Other: After Hours Urgent Repairs Refer Tradesman Form

Phone: Limit:

Note: The Limit specified for each Urgent Repairs Contact is the maximum amount the contact is authorised to approve for Urgent Repairs.

- (2) For Urgent Repairs the Tenant should notify an Urgent Repairs Contact or where there is no Urgent Repairs Contact nominated or available, the Landlord.

26.2 The Tenant may arrange for a suitably qualified person to make Urgent Repairs if:

- (1) after giving notice in accordance with Clause 26.1(2) the Tenant is unable to get an Urgent Repairs Contact or the Landlord to immediately carry out the repairs; or
(2) after taking reasonable steps the Tenant is unable to notify an Urgent Repairs Contact or the Landlord.

26.3 Where the Tenant has arranged for Urgent Repairs in accordance with Clause 26.2 the Landlord is liable to reimburse the Tenant for the reasonable costs of the repairs up to a value of \$1800.00 (or such other amount that may be prescribed) including GST, provided the Tenant has given the Landlord/Landlord's Agent written notice of such repairs (including relevant accounts) within 14 days of the repairs being carried out.

26.4 Urgent Repairs: (as defined in the Act) means any work necessary to repair or remedy:

- (1) a burst water service; or
(2) a blocked or broken lavatory system; or
(3) a serious roof leak; or
(4) a gas leak; or
(5) a dangerous electrical fault; or
(6) flooding or serious flood damage; or
(7) serious storm or fire damage; or
(8) a failure or breakdown of any essential service or appliance provided by the Landlord on the Premises for hot water, cooking, heating or laundering; or
(9) a failure or breakdown of the gas, electricity or water supply to the Premises; or
(10) malfunctioning of an appliance, fitting or fixture provided by the Landlord that uses or supplies water that will or may result in substantial water waste; or
(11) any fault or damage that causes the Premises to be unsafe or not secure; or
(12) a serious fault in a lift or staircase

26.5 For non-urgent repairs the Tenant should contact:

- (1) where there is a managing agent, the Agent;
(2) otherwise, the Landlord

27. LANDLORD'S ACCESS TO THE PREMISES

27.1 The Landlord, the Landlord's Agent or any person authorised in writing by the Landlord, during the currency of this Agreement may only enter the residential Premises in the following circumstances:

- (1) to show the Premises to prospective buyers or mortgagees on a reasonable number of occasions, if the Tenant gets reasonable notice on each occasion (at least 24 hours)
(2) where a notice to vacate or a notice of intention to vacate has been given, a notice of entry may only be exercised within 14 days of the termination date for the purposes of showing the Premises to a prospective tenant.
(3) to erect signage for purposes connected with the sale or letting of the Premises.
(4) to enable the Landlord to carry out a duty under the Residential Tenancies Act 1997, the Tenancy Agreement or any other applicable Act.
(5) Other:

Note: In exercising its rights under this Clause the Landlord will minimize interference with the Tenant's right of quiet enjoyment.

28. TENANT'S ACKNOWLEDGEMENT

28.1 In entering into this Agreement the Tenant has not relied on any representations, statements or warranties made or given by the Landlord or the Agent not contained in this Agreement or as otherwise set out in the schedule hereto and confirms the terms and Additional Terms (including Other Additional Terms) contained in this Agreement form the whole of the Agreement between the parties.

28.2 No amendment, alteration or addition to this Agreement will be valid unless in writing and signed by the Tenant and the Landlord/Agent.

29. PRIVACY

- 29.1 The Landlord's Agent must comply with the provisions of the Australian Privacy Principles (**Privacy Act 1988 (CTH)**) and where required maintain a Privacy Policy.
- 29.2 The Privacy Policy outlines how the Landlord's Agent collects and uses Personal Information provided by you as the Tenant, or obtained by other means, to provide the services required by you or on your behalf.
- 29.3 You as the Tenant agree the Landlord's Agent may, subject to the **Privacy Act 1988 (CTH)** (where applicable), collect, use and disclose such information to:
- (1) the Landlord of the Premises to which this Agreement applies, insofar as such information is relevant to the managing and/or leasing of the Premises; and/or
 - (2) (subject to the provisions of Part 10A of the **Residential Tenancies Act 1997**) residential tenancy databases for the purpose of enabling a proper assessment of the risk in providing you with the tenancy and if applicable listing, in compliance with Section 439E of the **Residential Tenancies Act 1997**, tenancy agreement breaches; and/or
 - (3) previous managing agents or landlords and nominated referees to confirm information provided by you; and/or
 - (4) tradespeople and similar contractors engaged by the Landlord/Landlord's Agent in order to facilitate the carrying out of works with respect to the Premises; and/or
 - (5) the Landlord's insurance companies; authorised real estate personnel; courts and tribunals and other third parties as may be required by the Landlord's Agent relating to the administration of the Premises and use of the Landlord's Agent's services; and/or
 - (6) a utility connection provider where you request the Landlord's Agent to facilitate the connection and/or disconnection of your utility services; and/or
 - (7) Owners Corporations
- 29.4 Documents or copies of documents provided to establish the identity of the Tenant or persons entitled to deal on behalf of the Tenant, will be retained by the Landlord's Agent in accordance with the Australian Privacy Principles and will not be used for any purpose other than confirming the identity of such person/s.
- 29.5 Without provision of certain information the Landlord's Agent may not be able to act effectively or at all in the administration of this Agreement.
- 29.6 The Tenant has the right to access such Personal Information and may require correction or amendment of any inaccurate, incomplete, out of date or irrelevant information.
- 29.7 The Landlord's Agent will provide (where applicable), on request, a copy of its Privacy Policy.

30. DATA COLLECTION

Upon signing this Agreement the parties agree the Landlord's Agent, and the form completion service provider providing this form, may without disclosing Personal Information collect, use and disclose to Data Collection Agencies information contained in this Agreement.

31. DEFINITIONS

In Additional Terms 29 and 30 the following terms, where they appear, mean:

- (1) **Data Collection Agency:** means an agency or organisation that collects real estate data to provide information to the real estate, finance and property valuation industries to enable data analysis.
- (2) **Personal Information:** means personal information as defined in the **Privacy Act 1988 (CTH)**.

32. OTHER ADDITIONAL TERMS

33. SIGNATURES

By signing this Agreement the Tenant/s:

- agree to lease the Premises on the terms and conditions contained herein.
- acknowledge having received of a copy of *Renting a Home: A Guide for Tenants* booklet as published by the Consumer Affairs Victoria, at the start of the tenancy.

Signed by the Landlord/Landlord's Agent:

Signature: 

Signature of Tenant(s):

Tenant 1: 

Tenant 2: _____

Tenant 3: _____

Tenant 4: _____

Stockdale & Leggo Additional Terms & Conditions

1. The tenant(s) acknowledge that the bond paid under this Tenancy Agreement has been deposited in accordance with the requirements of the Residential Tenancies Act 1997 with the Residential Tenancies Bond Authority.
2. The tenant(s) acknowledge having been advised, that the refund of the Bond at the end of the tenancy can be achieved by signing and lodging a 'Bond Claim' form with the Residential Tenancies bond Authority.
3. The tenant(s) agrees and acknowledges that at any stage they wish to vacate the property whilst still being under a Residential Tenancy Agreement; the tenant (s) **MUST** notify the office in writing of their intentions to vacate. The property will then be placed back on the rental list. Once there is a new tenant approved by the landlord for the property, the tenant (s) **MUST** pay rent to the commencement date of the new tenants lease. There will also be a break lease fee payable by the tenant (s) for reimbursement to the landlord. Please contact the office to find out your break lease fee.
4. The tenant(s) acknowledge that the Condition Report provided at the commencement of the tenancy must be signed and returned to the Agent within (3) business days after entering into occupation of the premises. If the Condition Report is not returned, the copy held by the agent will be accepted as conclusive evidence of the state of repair or general condition of the rented premises, as at the commencement of this tenancy.
5. The tenant(s) understand it is not the Landlords responsibility to insure your possessions. The landlord's insurance Policy covers only the building plus any fixtures and fittings. It is strongly recommended with the ever-increasing incidence of burglary and theft that you take out your own contents Insurance policy.
6. The tenant(s) agrees and acknowledges that 3 months after the commencement of the tenancy, there will be a routine inspection conducted on the property. Further routine inspections will be carried out on a 6 month basis thereafter. At the routine inspection photos will be taken of every room in the property and the tenant accepts this condition and agrees that they will not to refuse or hinder any photos being taken.
7. The tenant(s) agrees and acknowledges that at no stage during the term of the tenancy, shall an unregistered vehicle be kept at the property. If our agency becomes aware of an unregistered vehicle being kept at the premises, a breach of duty will be sent by registered mail and the tenant will be given 14 days' notice to have the vehicle removed from the premises at their own expense.
8. The tenant(s) agree to notify the agency of any changes of phone numbers, mailing address, emergency contact details etc.
9. The tenant(s) agree that all rent monies will be paid into the Stockdale & Leggo Trust Account, during the term of their tenancy.
10. The tenant(s) understand and hereby agree that they be a minimum of two weeks rent in advance at all times.
11. The tenant(s) understand that when paying the first four weeks rent after the first two weeks have passed they will be required to pay another two weeks rent to maintain the required two weeks in advance as per condition 10.
12. The tenant(s) understand that rental payments paid by electronic transfer will be receipted but receipts will not be sent out. They will be kept in the office on file for 12 months before being destroyed, unless we have received a request in writing to have sent out.
13. The tenant(s) understand we are a **NO TOLERANCE RENT ARREARS** office. You acknowledge that should you fall two or more days behind you will receive a text message, letter & receive phone calls until such time as you are paid in advance as per condition 10.
14. The tenant(s) acknowledge that smoking is not permitted in the premises at any time. If on inspection the agent/landlord can smell or see evidence of this occurring the tenant acknowledges that they may be evicted immediately. The tenant also acknowledges that is smoking outside near a door or window, it must be closed to prevent smoke entering the premises. If smoking does occur inside the premises the tenant acknowledges that they are fully responsible for repairing any walls, carpets, ceilings, window furnishings and any other items that may be damaged or stained from tobacco smoke.

15. The tenant(s) understand that should your rent fall 14 days in arrears, you will be immediately issued a Notice to Vacate.
16. The tenant(s) understand the house must be left in the same condition as the ingoing condition report.
17. The tenant(s) understand and accept that the agency will show prospective tenants through the rental premises, once written notice to intention to vacate has been provided by the tenant(s).
18. The tenant(s) agree that in the event of breakage or damage to the flywire screens, windows or security doors the tenant shall repair or replace to the same condition as at the commencement of the tenancy.
19. The tenant(s) agree that at no time under any circumstances will rent be withheld by the tenant due to malfunction or damage to any appliances or part of the premises. Such repairs are to be reported in writing to and remedied by the agent. Any costs incurred by the tenant by themselves organising the repair will be the responsibility of the tenant unless such work has been specifically authorised by the agent previously or it is deemed as an urgent report as determined by the Residential Tenancies Act (1997).
20. The tenant(s) agree to have the carpets professionally steam cleaned upon vacating the property and will provide a receipt to the agency.
21. The tenant(s) agree they are responsible for water usage charges to the property if the property has a separate water metre.
22. The tenant(s) agree that they will be responsible for cleaning and removing mould inside the property if caused by living arrangements (e.g. not using exhaust fan in bathroom, not opening windows to help airflow). If the mould is a serious matter the tenant agrees to report the mould to the office in a matter of urgency and we will organise a professional tradesman to assess the mould to see if deemed dangerous.
23. The tenant(s) agree they are responsible to lighting gas pilot lights, changing globes and the removal of any insects and rodents in the property that have not been present in the past.
24. The tenant(s) agree when reporting blocked drains or toilets they have tried using a plunger and/or drain cleaner. If a plumber is sent and unblocks the drain/toilet with a plunger or drain cleaner the tenant (s) will be responsible of paying the invoice.
25. The tenants agree that for all After Hours Emergency Repairs and assistance they will contact the tradesmen direct on the following; PLUMBING – Francis Plumbing 0458 021 511 OR ELECTRICAL – Sharper Electrics 0408 513 739 and leave a message stating your name and contact details and the nature of the emergency should the call not be answered immediately.

Tenant(s) Signature: _____

E. Stewart.

Property Report from www.land.vic.gov.au on 01 June 2021 12:26 PM

Address: UNIT 2/1 BAXTER COURT MOE 3825

Lot and Plan Number: This property has 2 parcels. See table below.

Standard Parcel Identifier (SPI): See table below.

Local Government (Council): LATROBE Council **Property Number:** 35274

Directory Reference: VicRoads 700 F3

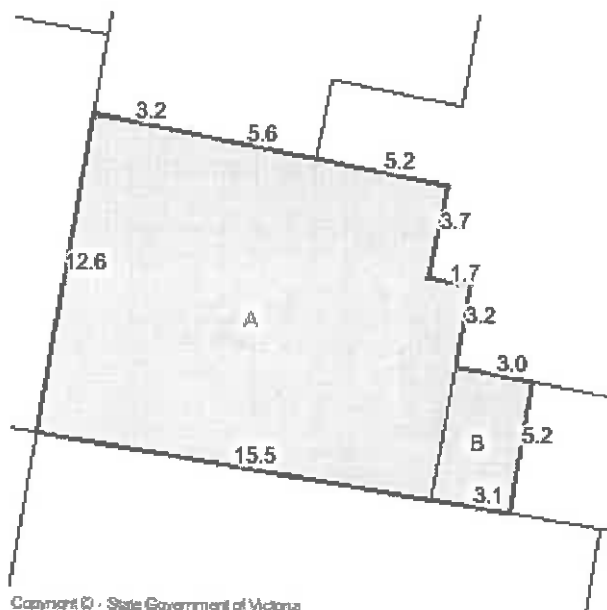
This property is not in a designated bushfire prone area.

No special bushfire construction requirements apply. Planning provisions may apply.

Further information about the building control system and building in bushfire prone areas can be found in the Building Commission section of the Victorian Building Authority website www.vba.vic.gov.au

Site Dimensions

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



Area: 201 sq. m

Perimeter: 62 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.

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

Parcel Details

Letter in first column identifies parcel in diagram above

	Lot/Plan or Crown Description	SPI
A	Lot 2 SP29196	2\SP29196
B	Lot 5 SP29196	5\SP29196

State Electorates

Legislative Council: EASTERN VICTORIA

Legislative Assembly: NARRACAN

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Utilities

Rural Water Corporation: Southern Rural Water

Urban Water Corporation: Gippsland Water

Melbourne Water: outside drainage boundary

Power Distributor: AUSNET (Information about [choosing an electricity retailer](#))

Planning Zone Summary

Planning Zone: GENERAL RESIDENTIAL ZONE (GRZ)

GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)

Planning Overlay: None

Planning scheme data last updated on 27 May 2021.

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 [Planning Schemes Online](#)

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 affect the land.

To obtain a Planning Certificate go to [Titles and Property Certificates](#)

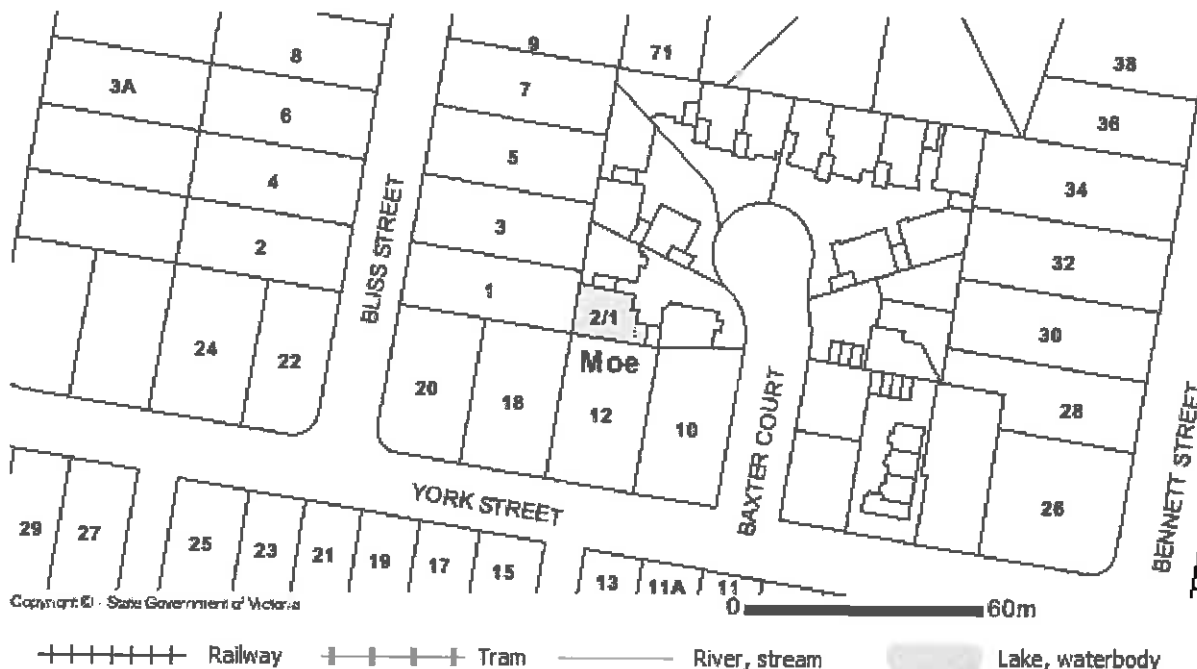
The Planning Property Report includes separate maps of zones and overlays

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 [Planning Maps Online](#)

For other information about planning in Victoria visit www.planning.vic.gov.au

Area Map



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PLANNING PROPERTY REPORT



Environment,
Land, Water
and Planning

From www.planning.vic.gov.au on 01 June 2021 12:26 PM

PROPERTY DETAILS

Address: **UNIT 2/1 BAXTER COURT MOE 3825**
Lot and Plan Number: **Lot 2 SP29196**
Standard Parcel Identifier (SPI): **2\SP29196**
Local Government Area (Council): **LATROBE**
Council Property Number: **35274**
Planning Scheme: **Latrobe**
Directory Reference: **VicRoads 700 F3**

www.latrobe.vic.gov.au

planning-schemes.delwp.vic.gov.au/schemes/latrobe

This property has 2 parcels. For full parcel details get the free Basic Property report at [Property Reports](#)

UTILITIES

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

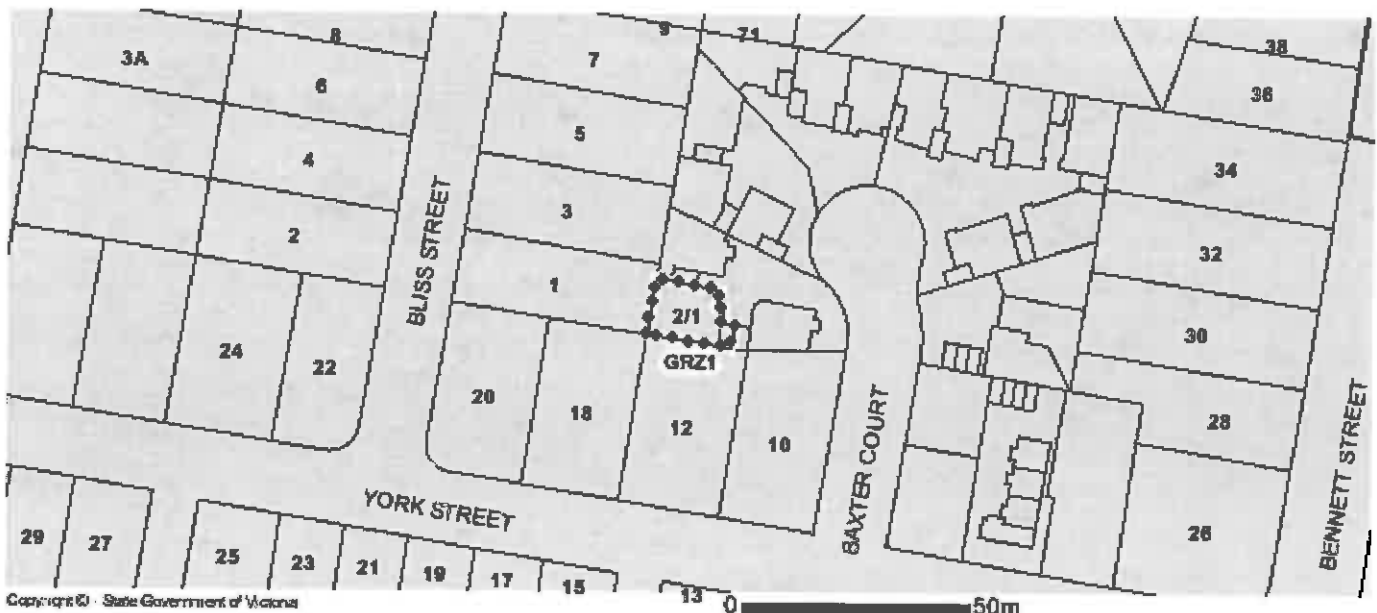
STATE ELECTORATES

Legislative Council: **EASTERN VICTORIA**
Legislative Assembly: **NARRACAN**

Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)

GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)



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GRZ - General Residential

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

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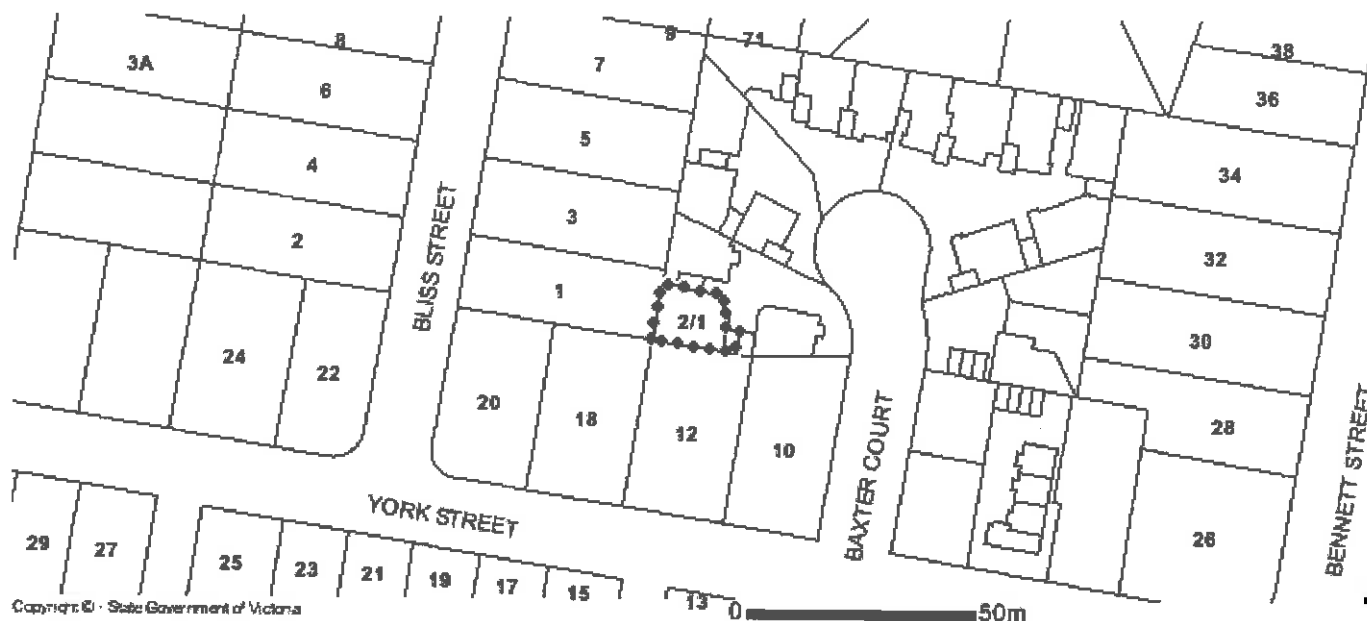
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided. Read the full disclaimer at www.land.vic.gov.au/home/copyright-and-disclaimer

Notwithstanding this disclaimer, a vendor may rely on the Information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

PLANNING PROPERTY REPORT: 2/1 BAXTER COURT MOE 3825

Planning Overlay

None affecting this land



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 27 May 2021.

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 affect the land.

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

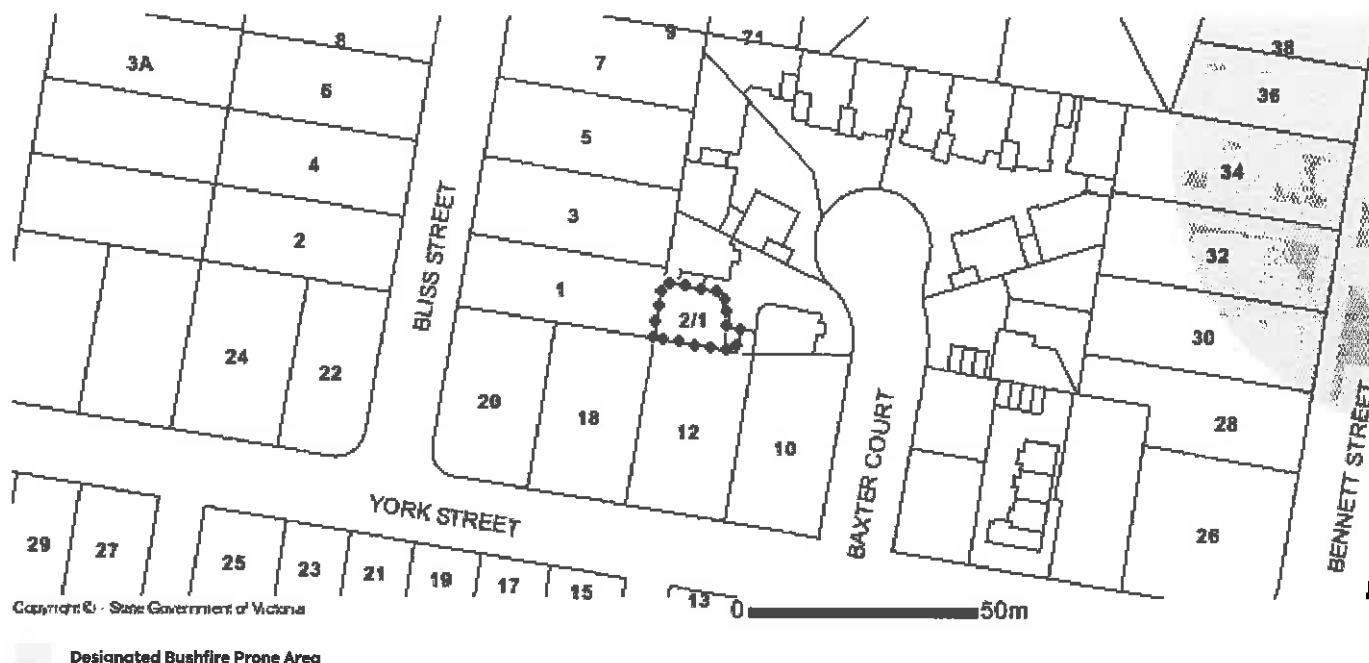
For details of surrounding properties, use this service to get the Reports for properties of interest.

To view planning zones, overlay and heritage information in an interactive format visit <http://mapshare.maps.vic.gov.au/vicplan>

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

Designated Bushfire Prone Area

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



Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011 and amended from time to time.

The Building Regulations 2018 through application of the Building Code of Australia, apply bushfire protection standards for building works in designated bushfire prone areas.

Designated bushfire prone areas maps can be viewed on VicPlan at <http://mapshare.maps.vic.gov.au/vicplan> or at the relevant local council.

Note: prior to 8 September 2011, the whole of Victoria was designated as bushfire prone area for the purposes of the building control system.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website www.vba.vic.gov.au

Copies of the Building Act and Building Regulations are available from www.legislation.vic.gov.au

For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>

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](http://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.