



JP CONVEYANCING WORKS

SECTION 32 **STATEMENT**

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

Vendor:	Benjamin James Robert Falzon
Property:	8 Kingsburgh Court, Traralgon VIC 3844

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: 5476

SECTION 32 STATEMENT
8 KINGSBURGH COURT, TRARALGON VIC 3844

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 \$3,600.00

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
8 KINGSBURGH COURT, TRARALGON VIC 3844

(d) PLANNING

Planning Scheme: Latrobe City Council
 Responsible Authority: Latrobe City Council
 Zoning: Neighbourhood Residential Zone (NRZ)
 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
8 KINGSBURGH COURT, TRARALGON VIC 3844

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**

24/8/2021

DATE OF THIS STATEMENT

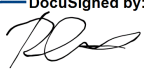
/ /20

Name of the Vendor

Benjamin James Robert Falzon

Signature/s of the Vendor

x

DocuSigned by:

F29604F9FEFB4E7...

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 10122 / 002

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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 10122 FOLIO 002

Security no : 124091881606S
Produced 17/08/2021 01:45 PM

LAND DESCRIPTION

Lot 164 on Plan of Subdivision 323155T.
PARENT TITLE Volume 09676 Folio 887
Created by instrument PS323155T 01/07/1993

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
BENJAMEN JAMES ROBERT FALZON of 8 KINGSBURGH COURT TRARALGON VIC 3844
AL433292B 20/10/2014

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AL433293Y 20/10/2014
COMMONWEALTH BANK OF AUSTRALIA

COVENANT (as to whole or part of the land) in instrument T068342Q 05/05/1994

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 PS323155T 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: 8 KINGSBURGH COURT TRARALGON VIC 3844

ADMINISTRATIVE NOTICES

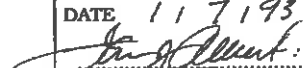
NIL

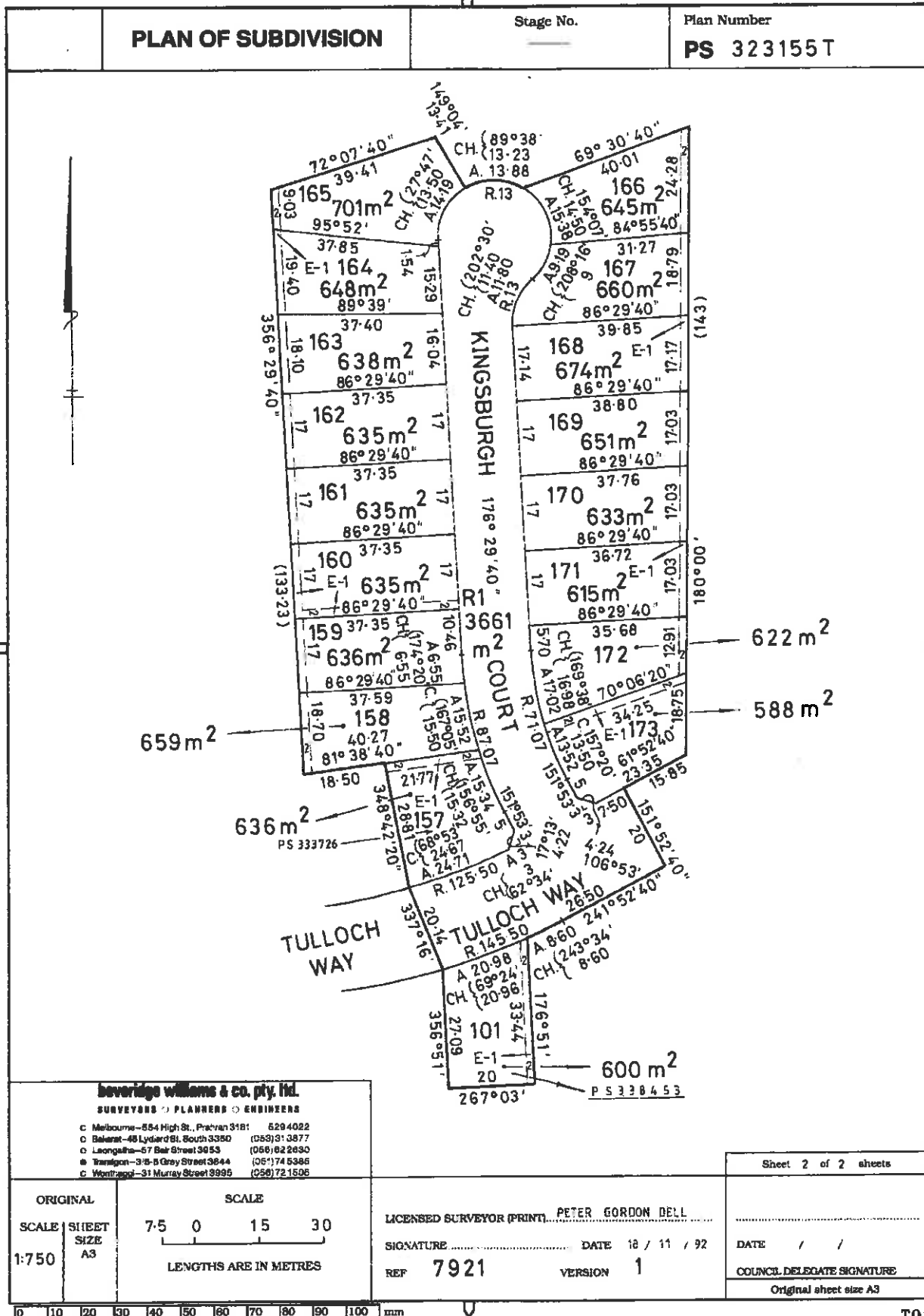
eCT Control 15940N CBA - COMMONWEALTH BANK OF AUSTRALIA
Effective from 23/10/2016

DOCUMENT END

Delivered by LANDATA®, timestamp 17/08/2021 13:52 Page 1 of 3

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PLAN OF SUBDIVISION		STAGE NO. —	LTO use only EDITION 3	Plan Number PS 32 3155 T
Location of Land Parish: LOY YANG Township: — Section: A Crown Allotment: 2 (PART) Crown Portion: — LTO Base Record: CHART 2 (3020) Title Reference: VOL 9676 FOL 887 Last Plan Reference: LP 146308 K LOT L Postal Address: TULLOCH WAY (at time of subdivision) TRARALGON 3844 AMG Co-ordinates E 461 100 Zone: 55 (of approx. centre of land in plan) N 5 772 100		Council Certificate and Endorsement Council Name: CITY OF TRARALGON Ref: S1086 1. This plan is certified under section 6 of the Subdivision Act 1988. 2. ~~This plan is certified under section 11(7) of the Subdivision Act 1988.~~ ~~Date of original certification under section 6~~ / / 3. ~~This is a statement of compliance issued under section 21 of the Subdivision Act 1988.~~ OPEN SPACE (i) A requirement for public open space under section 18 of the Subdivision Act 1988 ~~has/has not~~ been made. (ii) The requirement has been satisfied. ~~(iii) The requirement is to be satisfied in Stage~~ Council delegate ~~Council seal~~ Date / / ~~Re-certified under section 11(7) of the Subdivision Act 1988~~ ~~Council Delegate~~ ~~Council Seal~~ Date / /		
Vesting of Roads and/or Reserves		Notations		
Identifier	Council/Body/Person	Staging This is/is not a staged subdivision Planning Permit No.		
ROAD R1	CITY OF TRARALGON	Depth Limitation DOES NOT APPLY		
LOTS 1 – 100 (BOTH INCLUSIVE) AND LOTS 102 – 156 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN.				
Survey This plan is/is not based on survey This survey has been connected to permanent marks no(s) — In Proclaimed Survey Area No. —				
Easement Information				LTO use only
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				Statement of Compliance/ Exemption Statement
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE SEWERAGE	2 2	THIS PLAN THIS PLAN	CITY OF TRARALGON LATROBE REGION WATER AUTHORITY
				Received ☒ Date 29/ 6 / 93
				LTO use only PLAN REGISTERED TIME 10:23 AM DATE 11/ 7 / 93  Assistant Registrar of Titles
				Sheet 1 of 2 Sheets
beveridge williams & co. pty. ltd. SURVEYORS • PLANNERS • ENGINEERS o Melbourne—554 High St., Prahran 3181 529 4022 o Ballarat—46 Lydiard St. South 3350 (053) 31 3877 o Leongatha—57 Blair 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 18 / 11 / 92 REF 7921 VERSION 1		DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3



[illegible]

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VICTORIAN LAND TITLES OFFICE

Transfer of Land Contains Covenants

Section 45 Transfer of Land Act 195

Lodged at the Land Titles Office by:

Name: National Australia Bank Limited

Phone: _____

Ref: _____ Customer Code 2000

Land Titles Office Use Only

The Transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed-

- together with any easement created by this transfer;
- subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer; and
- subject to any easement reserved by this transfer or restrictive covenant contained or covenant created pursuant to statute and included in this transfer.

Land (Title)

Lot 164 on Plan of Subdivision No. 323155T Certificate of Title Volume
10122 Folio 002

Estate and Interest (e.g. "all my estate in fee simple")

All its estate in fee simple

Consideration

\$0

Transferor (Full name)

CARRIGMORE PTY. LTD.

Transferee (Full name and address for future notices including postcode)

DARREN JOHN MORGAN and TRUDI CLAIRE HOLMES both of 63 Grubb
Avenue, Traralgon as joint tenants

Directing Party (Full name)

Creation and/or Reservation of Easement and/or Covenant

The Transferees for themselves and their successors and transferees the registered proprietor or proprietors for the time being of the land hereby transferred and or each part thereof DO HEREBY COVENANT with the said transferors their successors and transferees the registered proprietor or proprietors for the time being of the land comprised in the said Plan of Subdivision and each and every part thereof (other than the land hereby transferred) that we shall not:-

- (a) use or permit or suffer to be used any main building for other than residential purposes.
- (b) erect or cause to be erected upon the said Lot any building structure or fence consisting wholly or partly of secondhand materials.

(see reverse)

Land Titles Office Use Only



Licence No. 29261

IMAGED

Form

MADE AVAILABLE / CHANGE CONTROL

Land Titles Office Use Only

Stamp Duty

Trs: 00540023 - RD: 52 - 02/04/91
Int: 118391 - 04/01/91
Stamp Duty: 10000.00
S60771203706196

ORDER TO REGISTER**To the Registrar of Titles**

Please register this dealing and upon completion issue the documents as follows :-

Signed.....

Firm's Name.....

Customer code.....

Creation and/or Reservation of Easement and/or Covenant (continuation if necessary)

(c) construct the external walls of any dwelling house erected on the said Lot of any materials other than brick, brick veneer or stone. AND IT IS HEREBY AGREED that the benefit of the foregoing covenants shall be attached to and run at law and in equity with the land comprised in the said Plan of Subdivision so that the burden thereof shall be annexed to and run at law and in equity with the said Lot hereby transferred and that the same shall be noted and appear on every future Certificate of Title for the said Lot as an encumbrance affecting the same and every part thereof.

Dated: 14/ 4/ 19 94 not date

Execution and Affixed Common Seal of CARRIGMORE PTY. LTD. was hereunto affixed in accordance with its Articles of Association in the presence of:

[Signature].....Director

[Signature].....Secretary



Signed by the said DARREN JOHN MORGAN in the presence of:

[Signature]
Witness

Signed by the said TRUDI CLAIRE HOLMES in the presence of:

[Signature]
Witness

Darren Morgan

[Signature] JH

See Annexure Sheet marked.....

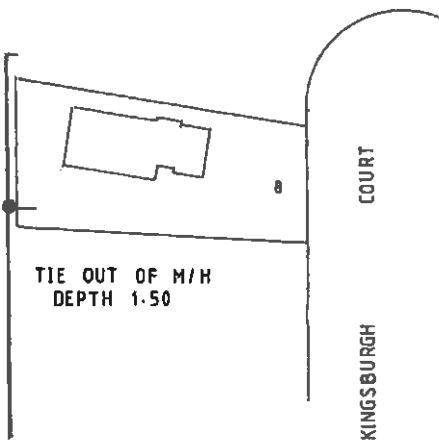


PROPERTY SERVICES

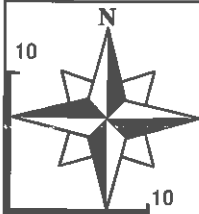
DRAINAGE PLAN NUMBER 220397

ADDRESS: 8 KINGSBURGH CRT TRARALGON

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



- FIXTURES 9
- 1 Water Closet
 - 2 Bath
 - 3 Bath
 - 4 Shower
 - 5 Sink
 - 6 Trough



Date Issued:	17/08/21	POINT LOCATION DATA	
Last Finalised:	17/08/2021	TIE	
Scale:	1:500 approx.	E.P.	
Issued To:	Store:	N.S.L.	
		I.L.	
		DIA.	

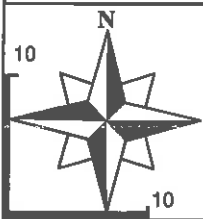
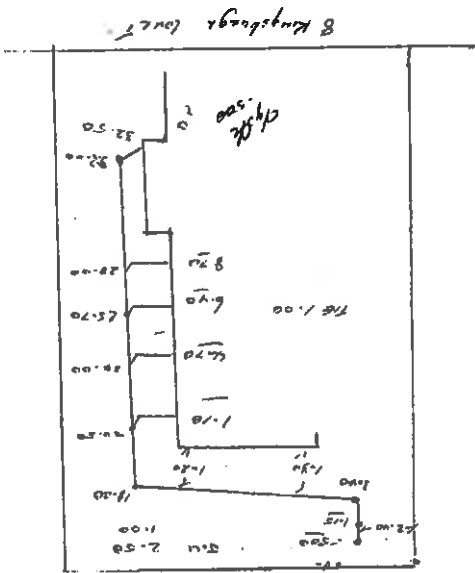


PROPERTY SERVICES

DRAINAGE PLAN NUMBER 220397

ADDRESS: 8 KINGSBURGH CRT TRARALGON

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:	17/08/21
Last Finalised:	17/08/2021
Scale:	1:500 approx.
Issued To:	
Store:	

POINT LOCATION DATA	
TIE	
E.P.	
N.S.L.	
I.L.	
DIA.	

Cession 135

Residential Tenancy Agreement[®]**first
national****Latrobe**

[The Real Estate Institute of Victoria Ltd | www.reiv.com.au | 01 994 210 987]

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

(Regulation 8(1))

THIS agreement is made on the 28th day of January, 20 20

at First National Latrobe - 19 Church Street, TRARALGON, VIC 3844

BETWEEN Ben Faizon**(LANDLORD) C/O - First National Real Estate Latrobe Pty Ltd**

(Name, ACN (if LANDLORD is a company) and address of landlord)

(whose agent is First National Latrobe Real Estate:

90 898 071 983

19 Church Street, TRARALGON, VIC 3844

03 5176 0098)

(Name, ACN (if agent is a company), business address and telephone number of agent)

AND Tracey Aitken**(TENANT) 8 Kingsburgh Court, TRARALGON, VIC 3844**

(Name, ACN (if TENANT is a company) and address of tenant)

1. PREMISES

The LANDLORD lets the premises known as 8 Kingsburgh Court, TRARALGON, VIC 3844

(*together with those items indicated in the schedule of items)

2. RENT

The rent amount is (\$320.00) The date the first rent payment is due is / / 20

The rent amount will increase to (\$) / / 20

The date the first rent payment at the increased rate is due

Pay period: ☒ weekly ☐ fortnightly ☐ monthly (insert the date of each month when the rent is due)

Place of payment: Direct Deposit

3. BOND

The TENANT must pay a bond of (\$) to the LANDLORD/agent on / /

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.

NAME Tracey Aitken

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

Code 135

first
national

Launceston

Residential Tenancy Agreement[®]TA 4
TR (a)**PERIOD**

The period of the agreement is

commencing on the _____ day of _____, 20

and ending on the _____ day of _____, 20

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

OR

TA (a)

The agreement will commence on 01st day of February, 2020

and continue until terminated in accordance with the Residential Tenancies Act 1997.

TA 4A

CONSENT TO ELECTRONIC SERVICE**(1) Express Consent**The TENANT: Tracey Aitken
[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 traceaitken@yahoo.com.au

OR

☐ Does not consent to the electronic service of notices and other documents.The LANDLORD: Ben Falzon
[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 rentals@fnlaunceston.com.au

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.

Code 135

Residential Tenancy Agreementfirst
national

La Trobe

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 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 or interference with the reasonable peace, comfort or privacy of any occupier of neighboring 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)

Code 135

Residential Tenancy Agreement

First
National

La Trobe

- A. The tenant(s) and the visitors agree that they will not smoke inside the premises under any circumstances. Any damage caused by smoke is to be remedied by the tenants.
- B. The tenant(s) agree to notify the agency of any change to contact details.
- C. The tenant(s) agree that should they vacate the premises prior to the expiration of the term of the lease then they will pay rent and maintain the lawns and gardens until a suitable tenant is found. They will also pay reimbursement to the Landlord being a pro-rated figure based on the remaining term of the lease (1 or 2 weeks rent plus GST).
- D. The tenant(s) agree that with prior written notification a representative from the agency will conduct a routine inspection during the 3rd month following the commencement of the tenancy and every six months thereafter, to report to the Landlord any maintenance to be undertaken and the condition of the property.
- E. The tenant(s) agree that they will not use any form of blu-tack, adhesive tape, nails, screws, paper borders, glow stickers etc without permission from the Landlord.
- F. The tenant(s) agree to supply to this agency with a copy of each key to any new locks fitted to the property, within 24 hours. The tenant acknowledges that whilst all due care is taken, the Landlord can not guarantee that all keys to the property weren't duplicated by previous occupants.
- G. The tenant(s) agree to sign and return within three (3) business days, one copy of the condition report that is provided at the commencement of the tenancy with any alterations or additions in relation to the properties general condition. The condition Report will not be valid if returned after the third (3rd) business day.
- H. The tenant(s) agree to park only in the car parks provided and not on the lawns and nature strips. Disused, unregistered, unroadworthy motor vehicles are also not to be kept at the property. This also applies to any visitors of the tenant.
- I. The tenant(s) agree that all rent is to be paid via direct deposit into First National Real Estate La Trobe's Real Trust bank account. The tenant also understands that it is expected that rent will be a minimum of two (2) weeks in advance at all times and understands that we are a 'NO TOLERANCE RENT ARREARS OFFICE'.
- J. The tenant(s) agree that rental payments not paid in person will be accepted but receipts will not be sent out unless our office has received such request in writing.
- K. The tenant(s) agree and acknowledge that the persons named on the tenancy agreement are those who will occupy the premises for the term of the agreement and understand that should any party vacate the property they shall immediately notify the office and complete the required paperwork prior to being removed from the lease. Any additional tenant must complete a rental application form and be approved by the landlord PRIOR to moving into the property.
- L. The tenant(s) agree that in the case of a relationship issues, the agency will not mediate or intervene between the parties.
- M. The tenant(s) agree that the agency will show prospective tenants through the rental premises once notice of intention to vacate has been given by the tenant(s).
- N. The tenant(s) agree having been advised that the refund of the bond at the end of the tenancy can only be achieved by signing a bond claim form with the centralized bond authority.
- O. The tenant(s) agree that in the event of an appliance malfunctioning and it is proven by a qualified tradesperson that the damage was caused by tenants misuse, the tenant(s) agree to incur all associated maintenance costs.
- P. 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 appliance or part of the premises. Such repairs are to be reported 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 repair as determined by the Residential Tenancies Act (1997).

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Residential Tenancy Agreement



first
national
real estate | Latrobe

- Q. The tenant(s) agree that in the event of breakage or damage to flywire screens or security doors the tenant shall repair or replace same to the condition as at the commencement of the tenancy.**
- R. The tenant(s) agree to have the carpets professionally dry/steam cleaned upon vacating the property, and will provide the agent with a receipt for such work. Please note preferred tradesman is Mayfair carpets**
- S. The tenants agree that they will be liable for the water usage charges for the property if the property has a separate water meter.**
- T. The tenants agree that they will be responsible for cleaning and removing of mould inside the property, lighting gas pilot lights where no fault has occurred and the removal of insects and rodents at the property.**

Code 188

first
national

alroba

Residential Tenancy Agreement*

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 61 for further information or visit www.consumer.vic.gov.au

In these additional terms "I", "me" or "my" are used to describe the landlord and "you" or "your" the tenant. The descriptions apply even if there is more than one landlord or tenant.

*Please read this important advice about writing: in these additional terms the word "writing" means all ways of representing or reproducing words, figures or symbols in a visible form, unless a form prescribed by the Residential Tenancies Regulations or some other legislation must be used. These are examples of "writing": an SMS message, an email, a facsimile and a letter. Before you use an electronic means to send a message or document to me check clause 4A 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 4A 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.

12. Installing goods, making alterations, additions or renovations at my premises

12.1 You must ask me in "writing" for my permission before you install any goods, make any alterations or additions to, or carry out any renovations at, my premises. If I give my permission, I may ask you to comply with reasonable conditions and, before your tenancy ends, you must also comply with section 64(2) of the Residential Tenancies Act 1997. You cannot use an SMS message to ask me for permission for alterations, additions or renovations.

12.2 These are examples of things for which you need to ask me for permission beforehand. The installation of, cabling, fasteners, adhesives, power points, light fittings or both, air conditioning, a dishwasher, heating, an in-ground or above-ground pool or spa or both, a safety barrier, a fence, a gate, an awning, a blind, a shed, an antenna, dish or both, a sign, painting, tiling, paving, screenings, landscaping. This is not a complete list. I have provided it to you as a guide only.

(You can read section 64(2) of the Residential Tenancies Act 1997 on line at the Parliament of Victoria website <http://www.parliament.vic.gov.au/> by going to "Legislation and Bills" then "Current Acts - Victorian Law Today" and following the prompts.)

13. Other use of my premises

13.1 You must use my premises primarily as your home. If you also want to use them for some ancillary purpose - for example, to provide a home office for your business - you must ask me in "writing" for permission beforehand. If I give my permission, I may ask you to comply with reasonable conditions and, before your tenancy ends, you must also comply with section 64(2) of the Residential Tenancies Act 1997. You cannot use an SMS message to ask me for permission.

13.2 You must ask me in "writing" for permission before you enter into a licence agreement or part with occupation of my premises, or a part of my premises, to provide residential accommodation for a fee or other benefit. I do not have to give my permission but if I do, I may ask you to comply with reasonable conditions and, before your tenancy ends, you must also comply with section 64(2) of the Residential Tenancies Act 1997. You cannot use an SMS message to ask me for permission.

14. Utility charges at my premises

14.1 I am responsible for the costs and charges set out in section 53(1) and, if applicable, section 54 of the Residential Tenancies Act 1997.

14.2 You are responsible for the costs and charges set out in section 52 of the Residential Tenancies Act 1997.

(You can read sections 52, 53(1) and 54 of the Residential Tenancies Act 1997 on line at the Parliament of Victoria website <http://www.parliament.vic.gov.au/> by going to "Legislation and Bills" then "Current Acts - Victorian Law Today" and following the prompts.)

14.3 If a service is disconnected or damaged because I am, or my managing agent or my contractor is, at fault, I will have the service re-connected or repaired at my cost.

14.4 If a service is disconnected or damaged because you are, or a person you have on my premises is, at fault you

Centre 155

Residential Tenancy Agreement*



lrst

national

Latrobe

must have the service re-connected or repaired at your cost

- 14.5 If you disconnect a service or change the supplier of it, you must pay the cost of having the service disconnected and another service connected or both.

15. My insurances for my premises:

- 15.1 If I provide you with a copy of the insurance policy for my 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 1987 or some other legislation

- 15.2 If you, or a person you have on my premises, accidentally damages any grass, or lavatory, bathroom, kitchen or laundry fixtures or fittings and I make a claim on my insurance and have to pay an excess on my claim, you will reimburse me for the excess I pay, if I ask you to do so

- 15.3 My insurance policy does not cover your goods and personal belongings against theft, loss or damage, it is your responsibility to insure them.

16. Light globes and fluorescent tubes at my premises

- 16.1 You must replace all defective, damaged or broken light globes or fluorescent tubes and starters at my premises unless I have, or my managing agent or my contractor has, caused the defect, damage or breakage. If you need to use a ladder or other equipment in replacing an item mentioned, to avoid the possibility of falling, being injured or both, I recommend you engage a tradesman to do the replacement

17. You must tell me about defects at my premises:

- 17.1 When you become aware of any defects at my premises that may injure someone or cause damage, you must tell me or my managing agent as soon as possible, preferably within 24 hours.

18. Damage to my premises:

- 18.1 You must take reasonable steps to prevent anyone you have allowed to come on to my premises causing damage. This obligation does not apply to me, my managing agent or my contractor

- 18.2 Things that may cause a blockage must not be flushed into the drainage, septic, sewerage or storm water systems. These are examples of things that may cause a blockage: cotton waste, disposable nappies, excessive amounts of lavatory paper, paper towel, tampons, wipes. This is not a complete list. I have provided it as a guide only

- 18.3 When you become aware of a blockage or defect in the drainage, septic, sewerage or storm water systems at my premises, you must tell me or my managing agent as soon as possible - preferably when you become aware or within 24 hours - even if you, or anyone you have allowed to come on to my premises, including me or my managing agent or my contractor, caused it

- 18.4 If you, or anyone you have allowed to come on to my premises, causes a blockage or defect in the drainage, septic, sewerage or storm water systems, 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

19. You will indemnify me in certain circumstances if things go wrong at my premises:

- 19.1 If you or anyone you have allowed to come on to my premises accidentally or deliberately causes damage, you will indemnify me for the direct expense and loss I incur as a result. You do not have to indemnify me if I, or my managing agent or my contractor, caused the damage. You do not indemnify me against fair wear and tear to my premises

- 19.2 If you or anyone you have allowed to come on to my premises are negligent and that is entirely, or partly, to blame for someone dying or being injured or their property being damaged or both, you will indemnify me, to the extent you, or the person you allowed to come on to my premises, are negligent, for any damages I have to pay and the cost and expense I incur as a result. You do not indemnify me if my negligence or that of my managing agent or my contractor, is entirely to blame for the death, injury or property damage.

20. Smoke detectors and heaters at my premises:

- 20.1 If you become aware, or reasonably consider, a smoke detector or a heater at my premises is not, or may not be, in proper working order you must tell me or my managing agent as soon as possible, preferably within 24 hours.

- 20.2 If I, or my managing agent or my contractor, provide you with information about how to test if a smoke detector will make an audible sound to warn of the presence of smoke, for your own safety it is advisable for you to carry-out the test from time to time. If, when you carry-out the test, a smoke detector does not make the sound, you must tell me or my managing agent as soon as possible, preferably within 24 hours.

Code 135

Residential Tenancy Agreement

first
national

Edmonton

- 20.3** You must not remove a battery from a smoke detector. If a smoke detector makes a sound indicating the battery needs to be replaced, you must tell me or my managing agent as soon as possible, preferably within 24 hours.
- 21. Inflammable liquids, kerosene heaters and vehicle and boat servicing or repairs at my premises**
- 21.1** Except as allowed by this clause, you must not bring onto, or store, inflammable liquids, gases or automotive or machinery oils or lubricants at my premises. Apart from kerosene which you must not have, you may have small quantities of inflammable liquids, gases or automotive or machinery oils and lubricants you require for purely domestic or house-hold use or to maintain the garden at my premises.
- 21.2** Examples of inflammable liquids and gases include motor fuels, kerosene and bottled gases. This is not a complete list. I have provided it to you as a guide only.
- 21.3** You must not service or repair a vehicle or boat of any description at my premises, except for routine, minor maintenance.
- 21.4** Routine, minor maintenance is limited to cleaning, checking and adjusting tyre pressures and checking the oil, coolant and the levels of other fluids and the general condition of the vehicle or boat. It does not include carrying out lubrication, oil changing, replacing tyres or a battery or periodic, or other, servicing whether in accordance with manufacturers recommendations or not or repairs of any sort.
- 21.5** Examples of a vehicle include: a motor car of any description, prime-mover, truck, utility, van, bus, tractor, agricultural or earth-moving equipment or machinery, motor cycle, motor bike, trailer. This is not a complete list. I have provided it to you as a guide only.
- 22. Storage and removal of waste and rubbish at my premises**
- 22.1** You must store rubbish and waste in appropriate containers with close-fitting lids.
- 22.2** If a place is, or places are, provided for rubbish and waste containers, you will keep them there.
- 22.3** You will have rubbish and waste removed regularly in accordance with the municipality's rubbish and waste removal timetables.
- 22.4** An example of an appropriate container is one provided by the municipality. This is not the only type of container that may be appropriate. I have provided it to you as a guide only.
- 23. Hanging washing at my premises**
- 23.1** If you hang washing or other articles in the open air, you must use the clothes line provided, if any.
- 23.2** If my premises are next to, or near, common property, you must only hang your washing in a way that complies with the owners corporation rules.
- 24. Looking after the garden at my premises**
- 24.1** If my premises have a garden, you must look after it and keep it in the state it was in when your tenancy first began.
- 24.2** These are examples of things you may need to do in the garden: mow the 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; as far as reasonably possible keep the garden free of pests and vermin. This is not a complete list of things you may need to do. I have provided the examples as a guide only.
- 24.3** If my garden is watered by a watering system or by tank water or both, you must avoid the system or tank(s) being damaged. If you, or someone you have allowed to be on my premises, cause damage to one or other or the both of them you must repair or replace what is damaged at your expense. You do not have to do so if I, or my managing agent or my contractor, cause the damage. Fair wear and tear to the watering system or tank(s) is not damage.
- 24.4** If you become aware of a fault in or damage to the watering system or tank(s) or garden pipes or taps or water meter you must tell me or my managing agent as soon as possible, preferably within 24 hours.
- 25. Pets at my premises**
- 25.1** Before you may have a pet of any description at my premises you must ask for permission in writing and receive it from me, or my managing agent.

Code 130

Residential Tenancy Agreement

first
national

La Trobe

25.2 I do not have to give you my permission. Nor does my managing agent have to give you permission. If permission is given, it may be on reasonable conditions.

25.3 If you are, or a person who resides with you at my premises is, legally blind, you, or they, do not have to ask for my permission, or the permission of my managing agent, before you, or they, may have a trained guide dog at my premises.

26. Assignments, subletting or abandoning my premises

26.1 If during your tenancy the people in occupation of my premises are to change, you must advise me, or my managing agent, as soon as possible, preferably within 24 hours, and ask me in writing or ask my managing agent in writing for written permission to assign your tenancy or sub-let my premises. Neither I or my managing agent will unreasonably withhold permission to your request to assign or sub-let. You cannot use an SMS message to ask me or my managing agent for permission.

26.2 If you assign or sublet my premises without obtaining written permission beforehand and I terminate your tenancy or if you abandon my premises, I may ask you to reimburse me for expenses I incur in relation to:

26.2 (a) a pro-rata letting fee

26.2 (b) advertising or marketing expenses

26.2 (c) rental data base checks on applicants

26.2 (d) rent until such time as your tenancy agreement is assigned or completed or it expires, whichever happens first.

26.3 Your obligation to pay me the expenses referred to in clauses 26.2 (a) to 26.2 (d) is dependent on me taking reasonable steps to reduce my loss brought about by you assigning, subletting or abandoning my premises without my permission.

27. If you intend to leave my premises when your tenancy ends

27.1 If you intend to leave my premises at the end of your tenancy, you need to tell me, or my managing agent, about your intention at least 28 days before your tenancy comes to an end or 14 days before your tenancy comes to an end, if you fall within one of the categories set out in clause 237(1) of the Residential Tenancies Act 1997.

27.2 You tell me, or my managing agent, about your intention to leave by giving written notice in a form which is not an SMS message.

27.3 You must return all the keys and any key cards or remote controls to me, or to my managing agent, when you leave my premises.

27.4 You must continue to pay rent to me, or to my managing agent, until and including the day you return all the keys or key cards or remote controls giving access to my premises to me or to my managing agent. Your obligation to continue to pay rent is subject to me taking reasonable steps to reduce my loss by attempting to relet my premises.

28. Remaining at my premises after your tenancy ends

28.1 If you remain in occupation of my premises after your tenancy ends and you do not enter into a fixed term tenancy with me, you must tell me of your intention to leave specifying a date not less than 28 days after the day you tell me or tell my managing agent.

28.2 You tell me, or my managing agent, about your intention to leave by giving written notice in a form that is not an SMS message.

29. Changing the locks and alarm code at my premises

29.1 You may change the locks at my premises.

29.2 If you change the locks, you must give me, or my managing agent, duplicate keys as soon as practicable, and preferably within 24 hours of changing the locks.

29.3 You may change the code of an alarm at my premises.

29.4 If you change the code, you must tell me or my managing agent in writing of the new code as soon as practicable and preferably within 24 hours. You cannot use an SMS message to tell me the new code.

30. 'To Let', 'auction' and 'for sale' signs at my premises

30.1

Clause 135

first
national

Lafayette

Residential Tenancy Agreement¹

You will allow me, or my managing agent, to put up a 'To Let' sign on my premises during the final month of your tenancy. I, or my managing agent, will have the sign positioned so as not to interfere with your use of my premises.

30.2 You will allow me, or my estate or managing agent, to put up an 'Auction' or 'For Sale' sign on my premises at any time. I, or my estate or managing agent, will have the sign positioned so as not to interfere with your use of my premises.

31. Owners corporation rules and my premises

31.1 If there is an owners corporation for my premises, I have attached a copy of the current rules of it to this tenancy agreement. (Note: ensure a copy is attached to each part of this tenancy agreement)

31.2 You must comply with the rules of the owners corporation and any rules amending or superseding them, if you are given a copy of the amending or superseding rules.

31.3 You do not have to contribute to owners corporation capital costs or other expenses payable by me.

32. You cannot use your bond to pay your rent for my premises

32.1 You acknowledge the Residential Tenancies Act 1997 provides you may not refuse to pay rent to me, on the ground you intend to regard the bond as rent paid for my premises.

32.2 You also acknowledge the Residential Tenancies Act 1997 allows the Victorian Civil and Administrative Tribunal to impose a penalty if satisfied a breach of the bond requirements in the Act has occurred.

33. Increasing the rent for my premises

33.1 If this is a fixed term residential tenancy agreement, I will not increase the rent before the term ends unless the agreement

(a) provides for a rent increase within the fixed term of a specified amount and the increase is not more than that amount; or

(b) specifies the method by which a rent increase within the fixed term is to be calculated and the increase is not more than an amount calculated using that specified method.

33.2 If this is a fixed term residential tenancy agreement and it provides for a rent increase during the term, I will give you at least 60 days notice of the increase. The notice I give you will be in the form prescribed for the purpose.

33.3 If this is a periodic residential tenancy agreement -

(a) if I propose to increase your rent, I will give you at least 60 days notice; and

(b) the notice I give you will be in the form prescribed for the purpose.

33.4 I acknowledge I must not increase your rent at intervals of less than 12 months.

34. Receipt of condition report / statement of rights and duties for my premises

34.1 You acknowledge, before you took occupation of my premises, you received from me or my managing agent -

(a) two copies of a condition report signed by me or by my managing agent; and

(b) a written guide 'Renting a home: a guide for tenants' authorised and published by the Victorian Government setting out my rights and duties as your LANDLORD and your rights and duties as my TENANT. If you consented to receiving notices electronically this guide may be provided to you electronically.

35. Notice

35.1 Unless provided for otherwise by the Residential Tenancies Act 1997, Residential Tenancies Regulations or any other legislation, non-electronic service of written notices to the LANDLORD may only be effected by post or hand delivery to:

35.1.1 the address specified in the Tenancy Agreement as the address of the LANDLORD's agent; or

35.1.2 if no agent is specified in the Tenancy Agreement, the address specified as the LANDLORD's address.

35.2 Non-electronic service of written notices to the TENANT may be effected by post or hand delivery to the rented premises the subject of the Tenancy Agreement.

Code 135

Residential Tenancy Agreement



first
national

Latrobe

SIGNATURES

LANDLORD

Ben Fazon

A handwritten signature in black ink, appearing to be 'Ben Fazon'.

(insert signature of LANDLORD)

TENANT

Tracey Allen

A handwritten signature in black ink, appearing to be 'Tracey Allen'.

(insert signature of TENANT)

Code 125

Residential Tenancy Agreement⁴first
national
tenants**NOTICE OF INFORMATION WHICH THE LANDLORD MUST GIVE TO THE TENANT**
Section 66, Residential Tenancies Act 1997

1. If there is no agent specified on page 1 of the Residential Tenancy Agreement:
 - (a) The landlord's full name and address for the service of documents is the landlord's name and address specified on page 1 of the Residential Tenancy Agreement.
 - (b) The landlord's emergency telephone number to be used in the case of the need for urgent repairs is:
2. If there is an agent specified on page 1 of the Residential Tenancy Agreement:
 - (a) The agent's full name and address for the service of documents is the agent's name and address specified on page 1 of the Residential Tenancy Agreement.
 - (b) The agent's phone number is specified on page 1 of the Residential Tenancy Agreement.
 - (c) The agent's telephone number for urgent repairs is (03) 5176 0096.
 - (d) The agent can authorise urgent repairs.
 - (e) If the agent can authorise emergency repairs, the maximum amount for repairs which the agent can authorise is \$1,800.00.

NOTE TO LANDLORDS

- * Before the occupation date, the tenant must be provided a document approved by the Director of Consumer Affairs Victoria, setting out rights and duties of a landlord and tenant under a tenancy agreement.
- * The tenant must be given written notice of any change to any of the above information before the end of 7 days after the change.

ACKNOWLEDGEMENT BY TENANT

I, Tracey Aitken, being the tenant under the attached Tenancy Agreement, acknowledge receipt of this document, and receipt of a statement approved by the Director of Consumer Affairs Victoria, setting out rights and duties of a landlord and tenant under a tenancy agreement.

Signed:

Tracey Aitken

Date:

4/2/2020

Property Report from www.land.vic.gov.au on 17 August 2021 01:44 PM

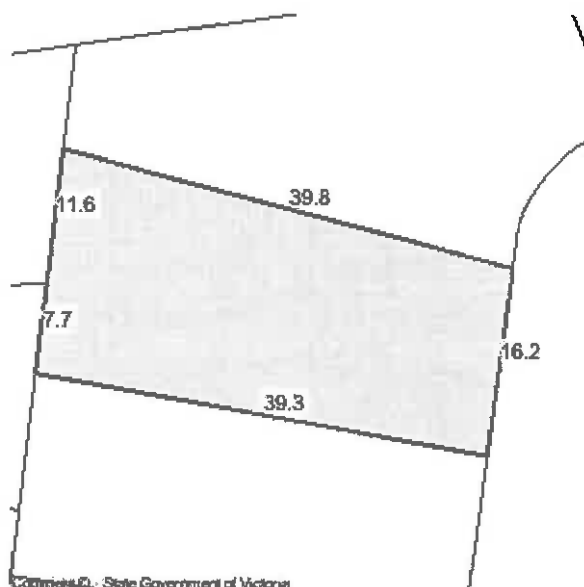
Address: 8 KINGSBURGH COURT TRARALGON 3844
Lot and Plan Number: Lot 164 PS323155
Standard Parcel Identifier (SPI): 164\PS323155
Local Government (Council): LATROBE Council **Property Number:** 31452
Directory Reference: VicRoads 697 L6

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: 698 sq. m
Perimeter: 115 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**

State Electorates

Legislative Council: EASTERN VICTORIA

Legislative Assembly: MORWELL

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 information continued on next page

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Planning Zone Summary

Planning Zone: NEIGHBOURHOOD RESIDENTIAL ZONE (NRZ)
NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 4 (NRZ4)

Planning Overlay: None

Planning scheme data last updated on 11 August 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](#)

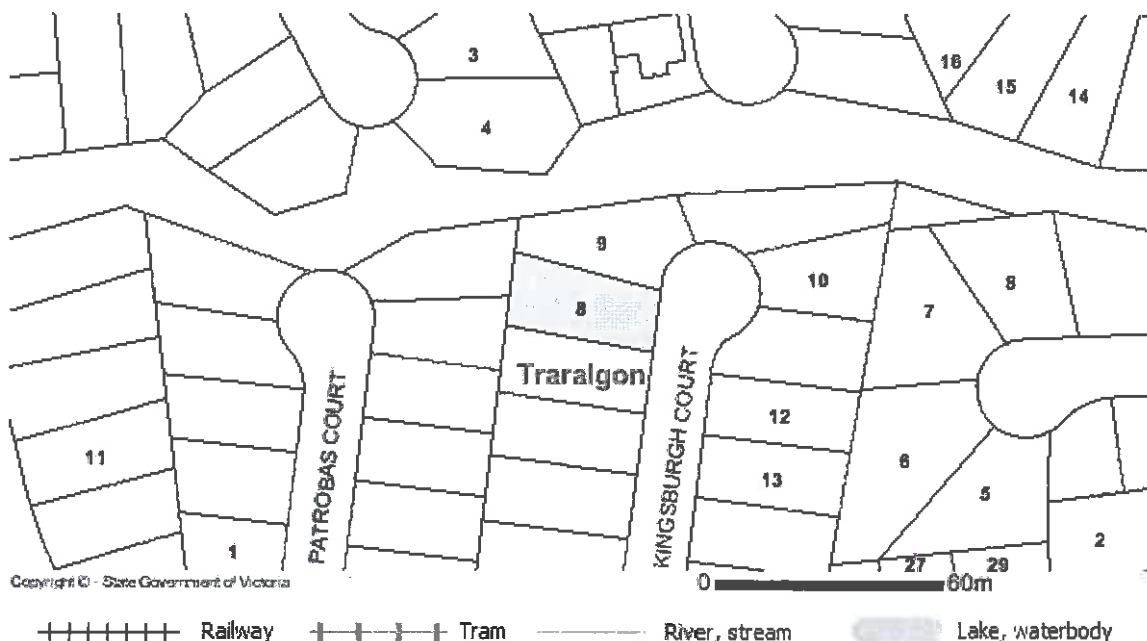
The Planning Property Report includes separate maps of zones and overlays

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

From www.planning.vic.gov.au on 17 August 2021 01:44 PM

PROPERTY DETAILS

Address: **8 KINGSBURGH COURT TRARALGON 3844**
 Lot and Plan Number: **Lot 164 PS323155**
 Standard Parcel Identifier (SPI): **164\PS323155**
 Local Government Area (Council): **LATROBE**
 Council Property Number: **31452**
 Planning Scheme: **Latrobe**
 Directory Reference: **VicRoads 697 L6**

www.latrobe.vic.gov.auplanning-schemes.delwp.vic.gov.au/schemes/latrobe

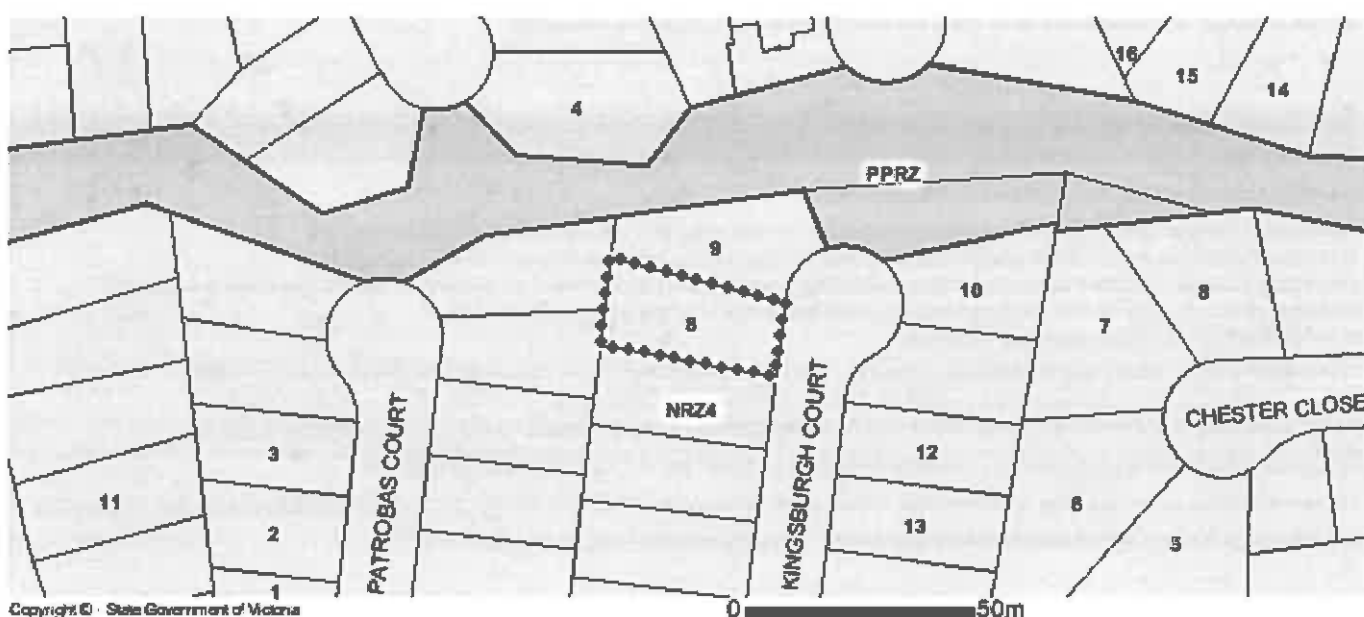
UTILITIES

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 Zones

NEIGHBOURHOOD RESIDENTIAL ZONE (NRZ)NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 4 (NRZ4)

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0 50m

 NRZ - Neighbourhood Residential

 PPRZ - Public Park & Recreation

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

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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: 8 KINGSBURGH COURT TRARALGON 3844

Page 1 of 3

PLANNING PROPERTY REPORT

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 11 August 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>

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PLANNING PROPERTY REPORT

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](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.