

# Contract of sale of land

**Property: Units 1-4, 28 Elgin Street, Morwell VIC  
3840**



Endorsed by the  
Australian Institute  
of Conveyancers  
(Victorian Division)

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# Contract of sale of land

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## IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

### Cooling-off period (Section 31 of the *Sale of Land Act 1962*)

You may end this contract within 3 clear business days of the day that you sign the contract if none of the exceptions listed below applies to you.

You must either give the vendor or the vendor's agent **written** notice that you are ending the contract or leave the notice at the address of the vendor or the vendor's agent to end this contract within this time in accordance with this cooling-off provision.

You are entitled to a refund of all the money you paid EXCEPT for \$100 or 0.2% of the purchase price (whichever is more) if you end the contract in this way.

### EXCEPTIONS: the 3-day cooling-off period does not apply if:

- you bought the property at a publicly advertised auction or on the day on which the auction was held; or
- you bought the land within 3 clear business days before a publicly advertised auction was to be held; or
- you bought the land within 3 clear business days after a publicly advertised auction was held; or
- the property is used primarily for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used primarily for farming; or
- you and the vendor previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

## NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

### Off-the-plan sales (Section 9AA(1A) of the *Sale of Land Act 1962*)

You may negotiate with the vendor about the amount of the deposit moneys payable under the contract of sale, up to 10 per cent of the purchase price.

A substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot.

The value of the lot may change between the day on which you sign the contract of sale of that lot and the day on which you become the registered proprietor

## Approval

This contract is approved as a standard form of contract under section 53A of the *Estate Agents Act 1980* by the Law Institute of Victoria Limited. The Law Institute of Victoria Limited is authorised to approve this form under the *Legal Profession Uniform Law Application Act 2014*.

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**WARNING TO ESTATE AGENTS  
DO NOT USE THIS CONTRACT FOR SALES OF 'OFF THE PLAN' PROPERTIES  
UNLESS IT HAS BEEN PREPARED BY A LEGAL PRACTITIONER**

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# Contract of Sale of Land

The vendor agrees to sell and the purchaser agrees to buy the property, being the land and the goods, for the price and on the terms set out in this contract.

The terms of this contract are contained in the –

- particulars of sale; and
- special conditions, if any; and
- general conditions (which are in standard form: see general condition 6.1)

in that order of priority.

## SIGNING OF THIS CONTRACT

**WARNING: THIS IS A LEGALLY BINDING CONTRACT. YOU SHOULD READ THIS CONTRACT BEFORE SIGNING IT.**

Purchasers should ensure that they have received a section 32 statement from the vendor before signing this contract. In this contract, "section 32 statement" means the statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962*.

The authority of a person signing –

- under power of attorney; or
  - as director of a corporation; or
  - as agent authorised in writing by one of the parties –
- must be noted beneath the signature.

Any person whose signature is secured by an estate agent acknowledges being given by the agent at the time of signing a copy of the terms of this contract.

**SIGNED BY THE PURCHASER:** .....

..... on ...../...../2024

**Print names(s) of person(s) signing:** .....

State nature of authority, if applicable: .....

This offer will lapse unless accepted within [ ] clear business days (3 clear business days if none specified)

In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

**SIGNED BY THE VENDOR:** .....

..... on ...../...../2024

**Print names(s) of person(s) signing:** Joel Keith William Smith

State nature of authority, if applicable: Director of Thermawood Melbourne Inner North Pty Ltd

The **DAY OF SALE** is the date by which both parties have signed this contract.

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# Particulars of Sale

## Vendor's estate agent

Name: One Agency Latrobe Valley  
Address: 14C Hotham Street, Traralgon VIC 3844  
Email: anthony@oneagencylv.com.au  
Tel: 0455 303 750 Mob: Fax: Ref: Anthony Bloomfield

## Vendor

Name: Thermawood Melbourne Inner North Pty Ltd ACN 638488123  
Address: Unit 9, 74 Barkly Street, St Kilda VIC 3182  
ABN/ACN: ACN 638488123  
Email:

## Vendor's legal practitioner or conveyancer

Name: Adroit Conveyancing  
Address: 75 King Street, Bendigo VIC 3550  
Email: admin@adroitconveyancing.com.au  
Tel: 03 4400 9877 Mob: Fax: Ref: 23:2251

## Purchaser

Name:  
Address:  
ABN/ACN:

## Purchaser's legal practitioner or conveyancer

Name:  
Address:  
Email:  
Tel: Mob: Fax: Ref:

## Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 7697 Folio 084	19	LP 1220

If no title or plan references are recorded in the table, the land is as described in the section 32 statement or the register search statement and the document referred to as the diagram location in the register search statement attached to the section 32 statement

The land includes all improvements and fixtures.

## Property address

The address of the land is: Units 1-4, 28 Elgin Street, Morwell VIC 3840

## Goods sold with the land (general condition 6.3(f)) (list or attach schedule)

All fixed floor coverings, window furnishings, and light fittings and all fixtures and fittings of a permanent nature

## Payment

Price \$  
Deposit \$ (of which \$ has been paid)  
Balance \$ payable at settlement

**Deposit bond**

- ☐ General condition 15 applies only if the box is checked

**Bank guarantee**

- ☐ General condition 16 applies only if the box is checked

**GST** (general condition 19)

Subject to general condition 19.2, the price includes GST (if any), unless the next box is checked

- ☐ GST (if any) must be paid in addition to the price if the box is checked
- ☐ This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked
- ☐ This sale is a sale of a 'going concern' if the box is checked
- ☐ The margin scheme will be used to calculate GST if the box is checked

**Settlement** (general conditions 17 & 26.2)**is due on**

unless the land is a lot on an unregistered plan of subdivision, in which case settlement is due on the later of:

- the above date; and
- the 14th day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

**Lease** (general condition 5.1)

- ☒ At settlement the purchaser is entitled to vacant possession of the property unless the box is checked, in which case the property is sold subject to a tenancy: - Copy leases attached.

**Terms contract** (general condition 30)

- ☐ ~~This contract is intended to be a terms contract within the meaning of the Sale of Land Act 1962 if the box is checked. (Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions)~~

**Loan** (general condition 20)

- ☐ This contract is subject to a loan being approved and the following details apply if the box is checked:

Lender: \_\_\_\_\_

Loan amount: no more than \_\_\_\_\_ Approval date: \_\_\_\_\_

**Building report**

- ☐ General condition 21 applies only if the box is checked

**Pest report**

- ☐ General condition 22 applies only if the box is checked

# Special Conditions

**Instructions:** *It is recommended that when adding special conditions:*

- *each special condition is numbered;*
- *the parties initial each page containing special conditions;*
- *a line is drawn through any blank space remaining on the last page; and*
- *attach additional pages if there is not enough space.*

## 1. Amendment to General Conditions

The parties agree the General Conditions shall be modified as follows:



### **GC 23 – special condition**

For the purposes of general condition 23, the expression “periodic outgoings” does not include any amounts to which section 10G of the Sale of Land Act 1962 applies.



### **GC 28 – special condition**

General condition 28 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 applies.

## 2. Costs Payable by the Purchaser where settlement Delayed or purchaser in DEFAULT.

The Purchaser acknowledges that if the purchaser fails to complete the purchase of the property on the due date specified in this Contract of Sale (‘the contract’) or any other date agreed by the parties for the payment of the residue as defined in the contract (‘the due date’), the purchaser will be deemed to be in default. The purchaser shall be required to pay to the vendor, in addition to the interest payable in accordance with the terms of the contract:

- 2.1 A fee for rescheduling settlement on the day of settlement or after, set at \$330.00 for a rebooking of the settlement.
- 2.2 In the event a default notice has been served and for the purposes of General Condition 34.2 (b)(ii) the Purchaser acknowledges that “reasonable costs” payable to the Vendor for preparation of and service of a notice of default and/or rescission are \$550.00 inclusive of GST.

# Vendor GST Withholding Notice

Pursuant to Section 14-255 Schedule 1 Taxation Administration Act 1953 (Cwlth)

To: The Purchaser/s

From: Thermawood Melbourne Inner North Pty Ltd ACN 638488123, Unit 9, 74 Barkly Street, St Kilda VIC 3182

Property Address: Units 1-4, 28 Elgin Street, Morwell VIC 3840

Lot: 19 Plan of Subdivision: LP1220

The Purchaser is not required to make a payment under Section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cwlth) in relation to the supply of the above property.

Dated: 22 April 2024

## GUARANTEE and INDEMNITY

I/We, ..... of .....

and..... of .....

being the **Sole Director / Directors** of ..... of

..... (called the "Guarantors") IN

CONSIDERATION of the Vendor selling to the Purchaser at our request the Land described in this Contract of Sale for the price and upon the terms and conditions contained therein **DO** for ourselves and our respective executors and administrators **JOINTLY AND SEVERALLY COVENANT** with the said Vendor and their assigns that if at any time default shall be made in payment of the Deposit Money or residue of Purchase Money or interest or any other moneys payable by the Purchaser to the Vendor under this Contract or in the performance or observance of any term or condition of this Contract to be performed or observed by the Purchaser I/we will immediately on demand by the Vendor pay to the Vendor the whole of the Deposit Money, residue of Purchase Money, interest or other moneys which shall then be due and payable to the Vendor and indemnify and agree to keep the Vendor indemnified against all loss of Deposit Money, residue of Purchase Money, interest and other moneys payable under the within Contract and all losses, costs, charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser. This Guarantee shall be a continuing Guarantee and Indemnity and shall not be released by: -

- (a) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;
- (b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
- (c) by time given to the Purchaser for any such payment performance or observance;
- (d) by reason of the Vendor assigning his, her or their rights under the said Contract; and
- (e) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

IN WITNESS whereof the parties hereto have set their hands and seals

this ..... day of ..... 2024

SIGNED by the said )

)

Print Name: )

)

.....

.....  
Director (Sign)

in the presence of: )

)

Witness: )

)

.....

SIGNED by the said )

)

Print Name: )

)

.....

.....  
Director (Sign)

in the presence of: )

)

Witness: )

)

.....

## General conditions

### Contract signing

#### 1. ELECTRONIC SIGNATURE

- 1.1 In this general condition "electronic signature" means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and "electronically signed" has a corresponding meaning.
- 1.2 The parties' consent to this contract being signed by or on behalf of a party by an electronic signature.
- 1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.
- 1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.
- 1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.
- 1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

#### 2. LIABILITY OF SIGNATORY

Any signatory for a proprietary limited company purchaser is personally liable for the due performance of the purchaser's obligations as if the signatory were the purchaser in the case of a default by a proprietary limited company purchaser.

#### 3. GUARANTEE

The vendor may require one or more directors of the purchaser to guarantee the purchaser's performance of this contract if the purchaser is a proprietary limited company.

#### 4. NOMINEE

The purchaser may no later than 14 days before the due date for settlement nominate a substitute or additional person to take a transfer of the land, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

## Title

#### 5. ENCUMBRANCES

- 5.1 The purchaser buys the property subject to:
  - (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
  - (b) any reservations, exceptions and conditions in the crown grant; and
  - (c) any lease or tenancy referred to in the particulars of sale.
- 5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

#### 6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
  - (a) has, or by the due date for settlement will have, the right to sell the land; and
  - (b) is under no legal disability; and
  - (c) is in possession of the land, either personally or through a tenant; and
  - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
  - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
  - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
  - (b) easements over the land;
  - (c) lease or other possessory agreement affecting the land;
  - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
  - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
  - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
  - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

## 7. IDENTITY OF THE LAND

- 7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 7.2 The purchaser may not:
- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
  - (b) require the vendor to amend title or pay any cost of amending title.

## 8. SERVICES

- 8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
- 8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

## 9. CONSENTS

The vendor must obtain any necessary consent or licence required for the vendor to sell the property. The contract will be at an end and all money paid must be refunded if any necessary consent or licence is not obtained by settlement.

## 10. TRANSFER & DUTY

- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

## 11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
  - (b) keep the date of birth of the vendor secure and confidential.

- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
  - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
  - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
    - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
    - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
  - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
  - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
  - (b) any reasonable costs incurred by the vendor as a result of the delay—
- as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

## 12. BUILDER WARRANTY INSURANCE

The vendor warrants that the vendor will provide at settlement details of any current builder warranty insurance in the vendor's possession relating to the property if requested in writing to do so at least 21 days before settlement.

## 13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.



- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
  - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
  - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

## Money

### 14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
  - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
  - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
  - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
    - (i) there are no debts secured against the property; or
    - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
  - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
  - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
  - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

## 15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
  - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
  - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

## 16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
  - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
  - (b) the date that is 45 days before the bank guarantee expires;
  - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.

16.8 This general condition is subject to general condition 14.2 [deposit].

## 17. SETTLEMENT

17.1 At settlement:

- (a) the purchaser must pay the balance; and
- (b) the vendor must:
  - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
  - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.

17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

## 18. ELECTRONIC SETTLEMENT

18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.

18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.

18.3 Each party must:

- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
- (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
- (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.

18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:

- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
- (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that:

- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

18.7 The parties must do everything reasonably necessary to effect settlement:

- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.

18.9 The vendor must before settlement:

- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;

- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.

## 19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
  - (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
  - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
  - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
  - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser, unless the margin scheme applies.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
  - (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
  - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
  - (a) the parties agree that this contract is for the supply of a going concern; and
  - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
  - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
  - (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
  - (b) 'GST' includes penalties and interest.

## 20. LOAN

- 20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
  - (a) immediately applied for the loan; and
  - (b) did everything reasonably required to obtain approval of the loan; and
  - (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
  - (d) is not in default under any other condition of this contract when the notice is given.
- 20.3 All money must be immediately refunded to the purchaser if the contract is ended.

## 21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
  - (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
  - (b) gives the vendor a copy of the report and a written notice ending this contract; and
  - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

## 22. PEST REPORT

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
  - (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
  - (b) gives the vendor a copy of the report and a written notice ending this contract; and
  - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

## 23. ADJUSTMENTS

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
  - (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
  - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
  - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
  - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

## 24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
  - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
  - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
  - (b) promptly provide the vendor with proof of payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition;
 despite:
  - (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
  - (a) the settlement is conducted through an electronic lodgement network; and



- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

## 25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the \*supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an \*amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is \*new residential premises or \*potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract \*consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
  - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
  - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
  - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition;
 despite:
  - (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
  - (a) settlement is conducted through an electronic lodgement network; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:
  - (a) so agreed by the vendor in writing; and
  - (b) the settlement is not conducted through an electronic lodgement network.
 However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
  - (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
  - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
  - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
  - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth).
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

## Transactional

### 26. TIME & CO OPERATION

- 26.1 Time is of the essence of this contract.
- 26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.
- 26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.
- 26.4 Any unfulfilled obligation will not merge on settlement.

### 27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
- (a) personally, or
  - (b) by pre-paid post, or
  - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
  - (d) by email.
- 27.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
  - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
  - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
  - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

## 28. NOTICES

- 28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.
- 28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, and does not relate to periodic outgoings.
- 28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

## 29. INSPECTION

The purchaser and/or another person authorised by the purchaser may inspect the property at any reasonable time during the 7 days preceding and including the settlement day.

## 30. TERMS CONTRACT

30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:

- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
- (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

30.2 While any money remains owing each of the following applies:

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

## 31. LOSS OR DAMAGE BEFORE SETTLEMENT

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.
- 31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.
- 31.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.
- 31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

## 32. BREACH

A party who breaches this contract must pay to the other party on demand:

- (a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and
- (b) any interest due under this contract as a result of the breach.



## Default

### 33. INTEREST

Interest at a rate of 2% per annum plus the rate for the time being fixed by section 2 of the *Penalty Interest Rates Act 1983* is payable at settlement on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

### 34. DEFAULT NOTICE

34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.

34.2 The default notice must:

- (a) specify the particulars of the default; and
- (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -
  - (i) the default is remedied; and
  - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

### 35. DEFAULT NOT REMEDIED

35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.

35.2 The contract immediately ends if:

- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
- (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

35.3 If the contract ends by a default notice given by the purchaser:

- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
- (b) all those amounts are a charge on the land until payment; and
- (c) the purchaser may also recover any loss otherwise recoverable.

35.4 If the contract ends by a default notice given by the vendor:

- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
- (b) the vendor is entitled to possession of the property; and
- (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
  - (i) retain the property and sue for damages for breach of contract; or
  - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
- (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
- (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

35.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

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# Vendor Statement

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

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

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

Land	UNITS 1-4, 28 ELGIN STREET, MORWELL VIC 3840
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Vendor's name	Thermawood Melbourne Inner North Pty Ltd ACN 638488123	Date
Vendor's signature	<i>Adroit Conveyancing as agent for the Vendor</i>	22 April 2024

Purchaser's name		Date
Purchaser's signature		
Purchaser's name		Date
Purchaser's signature		

## 1. FINANCIAL MATTERS

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

(a) ☒ Their total does not exceed: \$6,500.00

**Increased Land Tax may be applicable after 31 December 2023. A purchaser will remain liable for any adjusted increase in a new assessment.**

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

Fire Services Property Levy in accordance with the *Fire Services Property Levy Act 2012*

### 1.3 Terms Contract

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

Not Applicable

### 1.4 Sale Subject to Mortgage

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

Not Applicable

## 2. INSURANCE

### 2.1 Damage and Destruction

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

Not Applicable

### 2.2 Owner Builder

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

Not Applicable

## 3. LAND USE

### 3.1 Easements, Covenants or Other Similar Restrictions

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

☒ Are in the attached copies of title document/s

(b) Particulars of any existing failure to comply with that easement, covenant or other similar restriction are:

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easements, covenants or other similar restriction.

### 3.2 Road Access

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

☐

### 3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area within the meaning of section 192A of the *Building Act 1993* if the square box is marked with an 'X'

☐

### 3.4 Planning Scheme

☒ Attached is a certificate with the required specified information.

## 4. NOTICES

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

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

The Vendor is not aware of, nor has it received any notices. The Vendor has no means of knowing the contents of any of the documents referred to above unless communicated to the Vendor by the relevant public authority or Government department.

### 4.2 Agricultural Chemicals

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

The Vendor is not aware of, nor has it received any notices. The Vendor has no means of knowing the contents of any of the documents referred to above unless communicated to the Vendor by the relevant public authority or Government department.

### 4.3 Compulsory Acquisition

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

The Vendor is not aware of, nor has it received any notices.

## 5. BUILDING PERMITS

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

Not Applicable

## 6. OWNERS CORPORATION

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

Not Applicable

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

Words and expressions in this section 7 have the same meaning as in Part 9B of the *Planning and Environment Act* 1987.

Not Applicable

## 8. SERVICES

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

Electricity supply <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input type="checkbox"/>
---	-------------------------------------	---------------------------------------	-----------------------------------	---

## 9. TITLE

Attached are copies of the following documents:

### 9.1 ☒ (a) Registered Title

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

## 10. SUBDIVISION

### 10.1 Unregistered Subdivision

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

Not Applicable

## 10.2 Staged Subdivision

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

- (a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.
- (b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

- (c) The proposals relating to subsequent stages that are known to the vendor are as follows:

NIL

- (d) The contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision are:

NIL

## 10.3 Further Plan of Subdivision

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

Not Applicable

## 11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m<sup>2</sup>; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

## 12. DUE DILIGENCE CHECKLIST

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

Is attached

## 13. ATTACHMENTS

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

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

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

Register Search Statement Volume 7697 Folio 084
Plan of Subdivision LP1220
Planning Property Report
Gippsland Water sewer and drain plan
Residential Tenancy Agreement (Unit 1 dated 30 June 2023)
Residential Tenancy Agreement (Unit 2 dated 12 Mar 2024)
Residential Tenancy Agreement (Unit 3 dated Nov 2023)
Residential Tenancy Agreement (Unit 4 dated 18 Nov 2023)
Building Particulars Certificate Regulation 51 (1) & (2)
Property Clearance Certificate

# 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.

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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 07697 FOLIO 084

Security no : 124112104723T

Produced 24/01/2024 01:33 PM

LAND DESCRIPTION

Lot 19 Block 3 on Plan of Subdivision 001220.  
PARENT TITLE Volume 07475 Folio 167  
Created by instrument 2457472 12/12/1951

REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor

THERMAWOOD MELBOURNE INNER NORTH PTY LTD of 17A BEACH AVENUE ELWOOD VIC 3184  
AV442992H 18/03/2022

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AW271185G 16/11/2022  
SECURE FUNDING PTY LTD

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

DIAGRAM LOCATION

SEE LP001220 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)

ADMINISTRATIVE NOTICES

NIL

eCT Control 20402P LIBERTY FINANCIAL  
Effective from 16/11/2022

DOCUMENT END

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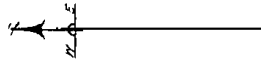
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PLAN OF SUBDIVISION ALLOTMENT 11E  
Parish of **MARYVALE**  
County of  
**BULN-BULN**

V1601 F073

Measurements are in Feet & Inches  
Conversion Factor  
FEET X 0.3048 = METRES

LP 1220  
EDITION 2

Stamp  
13-3-1886

2 SHEETS  
SHEET 1

COLOUR CODE

BR=BROWN

ENCUMBRANCES

AS TO THE LAND MARKED E-1  
THE EASEMENT TO THE SHIRE  
OF MORWELL CREATED BY  
INST NO. 1537072

SEE SHEET 2

13 66'	12 66'	11 66'	10 66'	9 66'	8 66'	7 66'	6 66'	5 66'	4 171'6"
-----------	-----------	-----------	-----------	----------	----------	----------	----------	----------	-------------

89'56" ELGIN STREET BR

66' 14 0 1 0	66' 15 0 1 0	66' 16 0 1 0	66' 17 0 1 0	66' 18 0 1 0	66' 19 5' 0 1 0	66' 20 0 1 0	66' 21 0 1 0	66' 22 0 1 0	66' 171'6" 0 1 22 3/10
P.15475					S.P.33794				
L					P.S.306744				
66' 13 0 1 0	66' 12 0 1 0	66' 11 0 1 0	66' 10 0 1 0	66' 9 0 1 0	66' 8 0 1 0	66' 7 0 1 0	66' 6 0 1 0	66' 5 0 1 0	66' 171'6" 0 1 22 3/10
P.15475					P.S.329600				
L					P.S.329600				

89'56" TRAVERS STREET BR

HAZELWOOD ROAD

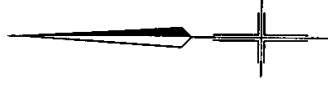
BR

Section 4

11 D  
No body of 11 E  
Post & rail Fence 89'-56"

LP 1220

2 SHEETS  
SHEET 2



ROAD

ANN STREET

BR 89'-56"

99

HAZELWOOD

BR

Rail Fence 179'-56"

89'-56" ELGIN STREET

SEE SHEET 1



# PLANNING PROPERTY REPORT

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 24 January 2024 01:39 PM

## PROPERTY DETAILS

Lot and Plan Number: **Lot 19 Block 3 LP1220**  
Address: **28 ELGIN STREET MORWELL 3840**  
Standard Parcel Identifier (SPI): **19~3\LP1220**  
Local Government Area (Council): **LATROBE**  
Council Property Number: **10739**  
Planning Scheme: **Latrobe**  
Directory Reference: **Vicroads 698 K7**

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

[Planning Scheme - 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**

## OTHER

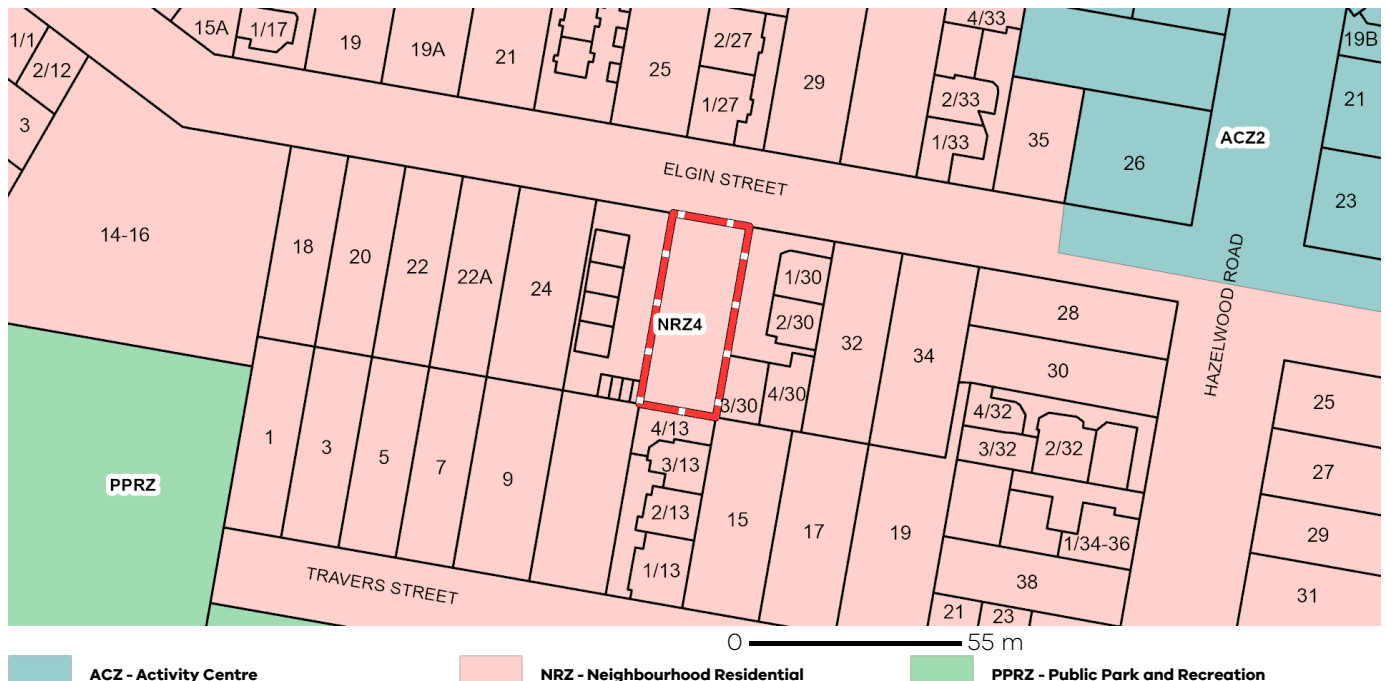
Registered Aboriginal Party: **Gunaikurnai Land and Waters  
Aboriginal Corporation**

[View location in VicPlan](#)

## Planning Zones

[NEIGHBOURHOOD RESIDENTIAL ZONE \(NRZ\)](#)

[NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 4 \(NRZ4\)](#)



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

## Planning Overlay

None affecting this land - there are overlays in the vicinity

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[HERITAGE OVERLAY \(HO\)](#)

[PARKING OVERLAY \(PO\)](#)



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 7 December 2023.

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

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

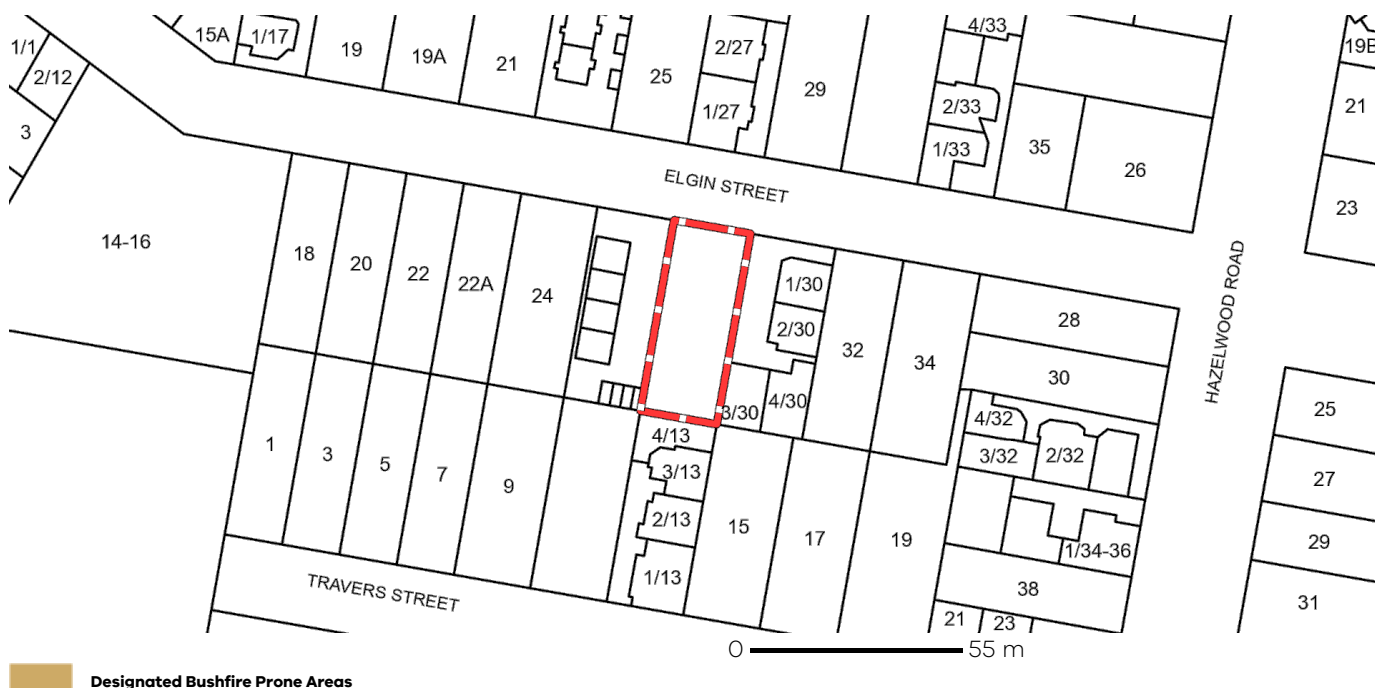
## Designated Bushfire Prone Areas

**This parcel is not in a designated bushfire prone area.**

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

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

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



Designated Bushfire Prone Areas

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

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

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

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

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

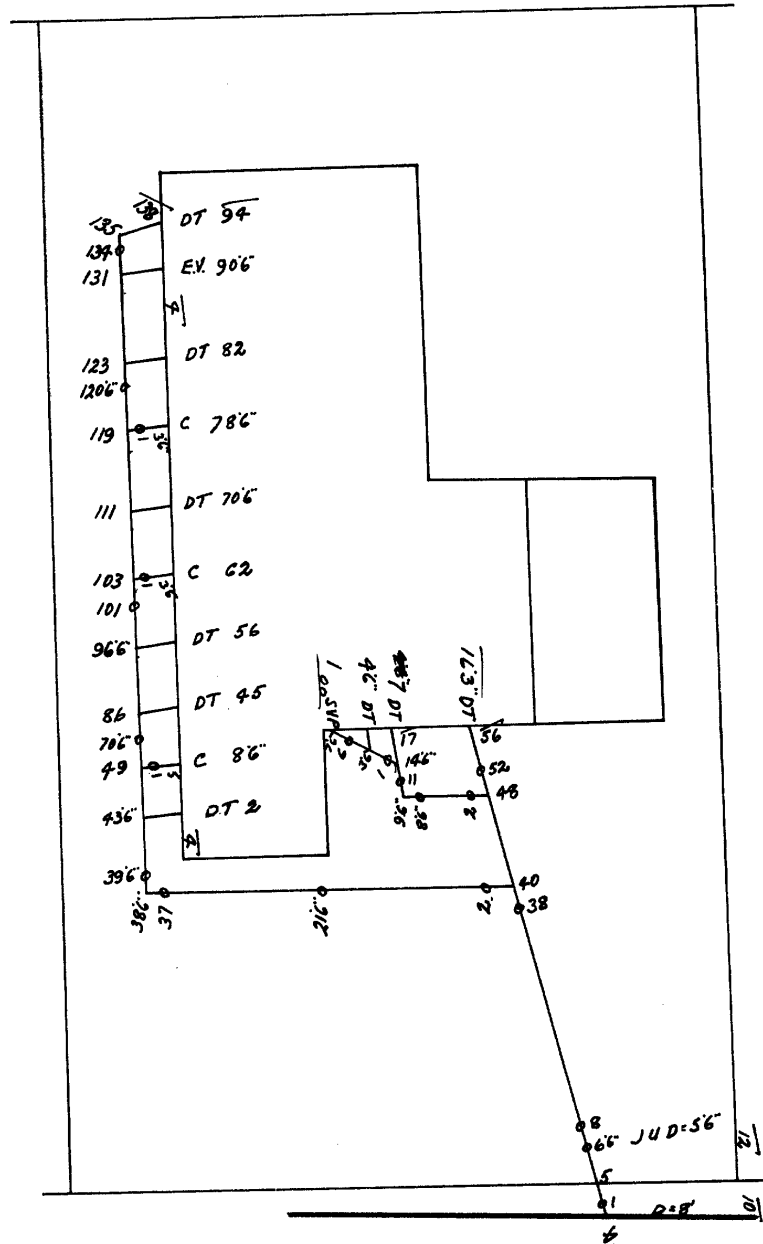
## Native Vegetation

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

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

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

St





Date Issued:	11/05/23	POINT LOCATION DATA	
Last Finalised:	11/05/2023	TIE	
Scale:	1:500 approx.	E.P.	
Issued To:	Store:	N.S.L.	
		I.L.	
		DIA.	

UCX Realty Pty Ltd T/A One  
Agency Latrobe Valley  
14C Hotham Street,  
Traralgon, VIC 3844  
P: 03 5174 2740  
ABN: 75 630 881 195



## Residential Rental Agreement

for

1/28 Elgin St, Morwell VIC 3840

This agreement is between **Thermawood Melbourne Inner North PTY LTD**  
and **Jacinta McCaskill, Lyle Williams.**

# Residential Rental Agreement of no more than 5 years

Residential Tenancies Act 1997 Section 26(1)

Regulation 10(1)

## Part A - General

This agreement is between the residential rental provider (rental provider) and the renter listed on this form.

### 1. Date of agreement

This is the date the agreement is signed

Tue 04/06/2024

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

### 2. Premises let by the rental provider

Address of premises

1/28 Elgin St, Morwell VIC

Postcode 3840

### 3. Rental provider details

Full name or company  
name of rental  
provider

Thermawood Melbourne Inner North PTY LTD

Address (if no agent is  
acting for the rental  
provider)

Postcode

Phone number

ACN (if applicable)

Email address

#### Rental provider's agent details (if applicable)

Full name

UCX Realty Pty Ltd T/A One Agency Latrobe Valley

Address

14C Hotham Street, Traralgon, VIC

Postcode 3844

Phone number

03 5174 2740

ACN (if applicable)

630 881 195

Email address

christal@oneagencylv.com.au

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

#### 4. Renter details

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

Full name of **renter 1**

Jacinta McCaskill

Current Address:

390 Daveys Road, Willow Grove VIC

**Postcode** 3825

Phone number:

0410199929

Email:

jacinta.mccaskill@gmail.com

Full name of **renter 2**

Lyle Williams

Current Address:

47 Springleaf Avenue, Clyde North VIC

**Postcode** 3978

Phone number:

0435697694

Email:

lylwilly@gmail.com

Full name of **renter 3**

Current Address:

**Postcode**

Phone number:

Email:

Full name of **renter 4**

Current Address:

**Postcode**

Phone number:

Email:

---

#### 5. Length of the agreement



Fixed term agreement

Start date

Fri 14/06/2024

(this is the date the agreement starts  
and you may move in)

End date

Fri 13/06/2025



Periodic agreement  
(monthly)

Start date

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

---

## 6. Rent

Rent amount(\$)  
(payable in advance)

1260.10

To be paid per

☐

week

☐

fortnight

☒

calendar month

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

14th day of each month

Date first rent payment due

Fri 14/06/2024

---

## 7. Bond

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

Unless the rent is greater than \$900 (per week), the maximum bond is one month's rent. In some cases, the rental provider may ask the Victorian Civil and Administrative Tribunal (VCAT) to increase this limit. The rental provider or their agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA). The bond must be lodged within 10 business days after receiving payment. The RTBA will send the renter a receipt for the bond.

If the renter does not receive a receipt within 15 business days from when they paid the bond, they may — email [rtba@justice.vic.gov.au](mailto:rtba@justice.vic.gov.au), or call the RTBA on 1300 13 71 64

Rental bond amount(\$)

1260

Date bond payment due

Fri 14/06/2024

---

## Part B – Standard terms

### 8. Rental provider's preferred method of rent payment

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

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

(Rental provider to tick permitted methods of rent payment)

☐

direct debit

☒

bank deposit

☐

cash

☐

cheque

☐

money order

☐

BPay

☐

other electronic form of payment, including Centrepay

Payment details (if applicable)

BSB:	633 000
Account:	165 031 378
Account name:	UCX Realty Pty Ltd Rental Trust
Bank Reference:	TEN00300

Fees

0.00
------

## 9. Service of notices and other documents by electronic methods

Electronic service of documents must be in accordance with the requirements of the ***Electronic Transactions (Victoria) Act 2000***.

Just because someone responds to an email or other electronic communications does not mean they have consented to the service of notices and other documents by electronic methods.

The rental provider and renter must notify the other party in writing if they no longer wish to receive notices or other documents by electronic methods.

The rental provider and renter must immediately notify the other party in writing if their contact details change.

### 9.1 Does the rental provider agree to the service of notices and other documents by electronic methods such as email?

The rental provider must complete this section before giving the agreement to the renter.

(Rental provider to tick as appropriate)

☒ Yes ☐ No

Christal Crosdale: christal@oneagencylv.com.au
--

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

(Renter to tick as appropriate)

**Renter 1** ☒ Yes ☐ No

Jacinta McCaskill: jacinta.mccaskill@gmail.com
--

**Renter 2** ☒ Yes ☐ No

Lyle Williams: lylwilly@gmail.com
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**Renter 3** ☐ Yes ☐ No

--

Renter 4 ☐ Yes

☐ No

---

## 10. Urgent repairs

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

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

Details of person the renter should contact for an urgent repair  
(rental provider to insert details)

Emergency contact name

One Agency Latrobe Valley

Emergency phone number

0474 355 636

Emergency email address

oneagencylv@email.propertyme.com

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## 11. Professional cleaning

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

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

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

---

## 12. Owners corporation

Do owners corporation rules apply to the premises?

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

(Rental provider to tick as appropriate)

☒ No

☐ Yes

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### 13. Condition report

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

(rental provider to tick as appropriate)

- ☐ The condition report has been provided
- ☒ The condition report will be provided to the renter on or before the date the agreement starts

### Part C – Safety related activities

---

#### 14 Electrical safety activities

- (a) The rental provider must ensure an electrical safety check of all electrical installations, appliances and fittings provided by a rental provider in the rented premises is conducted every 2 years by a licensed or registered electrician and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
- (b) If an electrical safety check of the rented premises has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange an electrical safety check as soon as practicable.
- 

#### 15 Gas safety activities

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

- (a) The rental provider must ensure that a gas safety check of all gas installations and fittings in the rented premises is conducted every 2 years by a licensed or registered gasfitter and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
- (b) If a gas safety check has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange a gas safety check as soon as practicable.
- 

#### 16 Smoke alarm safety activities

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



smoke alarm in the rented premises is not in working order.

**Note:** Regulations made under the **Building Act 1993** require smoke alarms to be installed in all residential buildings.

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### 17 Swimming pool barrier safety activities

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

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

### 18 Relocatable pool safety activities

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

- (a) The renter must not erect a relocatable swimming pool without giving written notice to the rental provider before erecting the pool.
- (b) The renter must obtain any necessary approvals before erecting a relocatable swimming pool.

**Note:** Regulations made under **Building Act 1993** apply to any person erecting a relocatable swimming pool. This safety-related activity only applies to swimming pools or spas that hold water deeper than 300 mm.

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### 19 Bushfire prone area activities

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

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

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

## Part D – Rights and obligations

This is a summary of selected rights and obligations of **renters** and **rental providers** under the Act.

Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.

For more information, visit [consumer.vic.gov.au/renting](http://consumer.vic.gov.au/renting).

## 20. Use of the premises

The renter:

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

## 21. Condition of the premises

The rental provider:

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

The renter:

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

## 22. Modifications

The renter:

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

The rental provider:

- must not unreasonably refuse consent for certain modifications.

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

## 23. Locks

- The rental provider must ensure the premises has:
  - locks to secure all windows capable of having a lock, and
  - has deadlocks (a deadlock is a deadlatch with at least one cylinder) for external doors that are able to be secured with a functioning deadlock; and
  - meets the rental minimum standards for locks and window locks.
- External doors which are not able to be secured with a functioning deadlock must at least be fitted with a locking device that—
  - is operated by a key from the outside; and
  - may be unlocked from the inside with or without a key
- The renter must obtain consent from the rental provider to change a lock in the master key system.
- The rental provider must not unreasonably refuse consent for a renter seeking to change a lock in the master key system.
- The rental provider must not give a key to a person excluded from the premises under a:
  - a family violence intervention order; or
  - a family violence safety notice; or
  - a recognised non-local DVO; or
  - personal safety intervention order.

## 24. Repairs

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

## 25. Urgent repairs

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

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

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

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

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

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

## 26. Non-urgent repairs

- The renter must notify the rental provider, in writing, as soon as practicable of —
  - damage to the premises; and
  - a breakdown of facilities, fixtures, furniture or equipment supplied by the rental provider.
- The rental provider must carry out non-urgent repairs in reasonable time.
- The renter may apply to VCAT for an order requiring the rental provider to do the repairs if the rental provider has not carried out the repairs within 14 days of receiving notice of the need for repair.

## 27. Assignment or sub-letting

The renter:

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

The rental provider:

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

## 28. Rent

- The rental provider must give the renter at least 60 days written notice of a proposed rent increase
- Rent cannot be increased more than once every 12 months.
- If the rental provider or agent does not provide a receipt for rent, then renter may request a receipt.
- The rental provider must not increase the rent under a fixed term agreement unless the agreement provides for an increase by specifying the amount of increase or the method of calculating the rent increase.

## 29. Access and entry

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

## 30. Pets

- The renter must seek consent from the rental provider before keeping a pet on the premises.
- The rental provider must not unreasonably refuse a request to keep a pet.

### 31. Additional terms (if any)

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

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

**1. \*\*All documents are sent to Renter/s by email. The email address' listed above will be used for the service of documents. If Renter/s request a document to be printed and supplied, they will incur a charge of \$4.40 per document.\*\*\***

#### Renter Acknowledgement

1. Jacinta McCaskill viewed and acknowledged at Sat, 01/06/2024 16:52 from device: iOS 17.5 iPhone Chrome Mobile iOS 86.0.4240
2. Lyle Williams viewed and acknowledged at Mon, 03/06/2024 01:39 from device: Android 10 K Chrome Mobile 114.0.0

## **2. Breaking Lease or Change of Renter/s**

32. In the event of the rental agreement being broken by the said renter/s, it is understood and agreed that the rental provider is to be reimbursed a pro rata letting fee plus GST. This charge is compensation to the rental provider for re-letting the premises prior to the expiration of the fixed term rental period. At the time of vacating the premises the renter/s is to continue paying rent to the agent until the termination of the rental agreement, or until a suitable new renter has taken possession of the premises. The renter/s shall also reimburse the rental provider for any advertising costs involved in relating of the said premises. The pro rata letting fee is calculated upon the initial letting fee that the rental provider paid to the agency upon leasing the property to the said renter/s and will incur GST. This fee is in accordance with the REIV Managing Authority.

32.1 The renter/s agree that in the event of a relationship breakdown between parties to a tenancy, One Agency Latrobe Valley will not intervene or mediate between the parties.

32.2 The renter/s agrees that no change over of the tenancy or occupation will occur without the rental provider / agent's prior written consent. It is hereby agreed and understood by all renter/s that should any party vacate the premises during this tenancy, then the remaining occupant/s of the property shall be fully responsible for the rent payments and compliance of the terms and conditions of the rental agreement.

### **Rental Arrears**

33. In the event rent payable is 15 days or more in arrears then you will be served a Notice to Vacate the premises and 7 days later we will make application to Victoria Civil Administrative Tribunal for vacant possession of the property and full payment of rent arrears. The renter/s is to reimburse the rental provider the application costs and registered post costs for lodging the application and any subsequent state government fees.

### **Repairs and Maintenance**

34. All maintenance requests are to be reported in writing to the agent. Renter/s are to provide their name, address, contact numbers and the details of the repair / fault, together with access arrangements to the property.

34.1 Renter/s will not withhold rent 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 to the renter/s from remedying damages will be the renter/s responsibility, unless such work is authorised by the agent previously or it is classified as an urgent repair.

34.2 If a tradesperson / service provider is required to fix a repair caused by the renter/s, the cost of such repair will be paid by the renter/s. In the event of a tradesperson / service provider being sent to the property to carry out repairs and;

(a) no fault can be found the renter/s shall be liable for the service call charge and;

(b) If an arrangement has been made with the renter/s for a

tradesperson / service provider to call to the property at a particular time and they cannot gain access, the renter/s shall be liable for the service call out charge.

34.3 The ignition and pilot lighting of all gas / electric amenities connected to the property (HWS, heater and stove etc) are the responsibility of the renter/s. If the renter/s require a gasfitter or electrician to attend the property to perform this task, the cost will be borne by the renter/s. This office does not organise maintenance for this task, however, if there are problems other than initial ignition before they proceed with further repairs the renter/s or tradesperson are required to contact this office to obtain approval.

34.4 In the event of a dishwasher, washing machine, air-conditioner, dryer and / or incinerators being let with the property, the renter/s agree to incur all associated maintenance and repair costs if it is proved that the damage was caused by the renter/s misuse.

### **Smoking**

35. All One Agency Latrobe Valley properties are smoke free indoor environments. The renter/s and renter/s visitors acknowledge that they are not to smoke any substance inside the home. Any smoke damage to the property caused by the renter/s is to be remedied. This may include, but not limited to, professional washing or repainting of walls, professional cleaning of soft furnishings, professional deodorising treatment or replacement of stained fixtures and fittings.

### **Periodic / Routine Inspections**

36. The renter/s agree that the first periodic / routine inspection will be conducted during the fourth month of the tenancy and then approximately every six months thereafter. This inspection will be carried out by a member of the property management department, the rental provider will be advised of any maintenance and the condition / standard the property is being kept in. I also agree that photos may be taken at this inspection of any relevant items that pertain to the property such as, but not limited to, maintenance items.

### **Contact Details**

37. The renter/s agree to notify the agent immediately of any change in any contact details including private / business / mobile telephone numbers, email addresses and changes in occupation.

### **Vehicles and Parking**

38. The renter/s shall not park or allowed to be parked, vehicles on the premises which leak oil unless a suitable oil tray is used beneath the oil leak. Cars are not to be driven or parked on any lawn or garden area and visitor's cars are not permitted on the premises (only applicable to flats and units).

38.1 The renter/s agree to be fully responsible for the removal of motorcycle, car or boat spare parts or bodies or any other equipment used to fully reinstate the premises or the land or common property on which it is situated to the original condition forthwith.

### **Swimming Pools**

39. If a swimming pool is located on the premises the renter/s acknowledge that the renter/s is responsible for the safety of all persons using the swimming pool or entering the property. The renter/s also acknowledge that the rental provider is responsible for the maintenance of the said swimming pool for the duration of the tenancy. Should the renter/s supply their own pool at the property, it is at the liability of the renter/s. Prior consent must be sought from One Agency Latrobe Valley in writing. The renter/s must comply with all relevant council / government regulations with respect to pool barrier fencing.

### **Access to the Property**

40. If the renter/s require access to the property, outside normal business hours due to mislaid or lost keys, the renter/s must organise a locksmith to gain access and incur this cost themselves. Should a staff member of One Agency Latrobe Valley be required after hours to supply the renter/s with a copy of the key, a \$50 fee will be incurred by the renter/s. One Agency Latrobe Valley may use their discretion in such instances and reserve the right to decline the after-hours call out.

### **Vacating the Property**

41. The renter/s shall make final inspection arrangements with the property manager. Leaving keys with neighbours, in letterboxes or posting them is not acceptable. The agent can refuse the keys on the premises if the premises are not in the same condition as when originally tenanted taking fair wear and tear into consideration. The renter/s shall keep paying rent on the property until the keys are accepted by the property manager. Keys are not to be returned to this office until the exit inspection has been conducted and found to be satisfactory. The renter/s must agree to continue paying rent until all matters have been completed satisfactorily or a VCAT application has been made.

41.1 At the property managers discretion a pre-vacating inspection may be required.

41.2 The renter/s shall ensure that all carpets are professionally cleaned, a copy of the steam cleaning invoice will need to be provided for the agency records. Please be aware that a hired carpet cleaning machine does not meet the requirements of professionally cleaned. If your chosen carpet cleaner does not make professional industry accreditation, we reserve the right to have the carpet re-cleaned by an industry professional at your cost.

41.3 The renter/s is advised that professional cleaning has been carried out to the premises immediately before the start of this tenancy agreement. The renter must have the rented premises professionally cleaned upon vacating the premises or pay the cost of having the rented premises professional cleaned.

I/We agree that I/We have read all the special conditions numbered 1 – 41.3 contained herein and agree to abide by all the rules and regulations stated in this signed contract.



## Property Disclosures

This section contains important disclosures from your Rental Provider about the rented premises:

### Embedded Electricity Network

Is the electricity supplied to the property from an embedded electricity network?

(An embedded electricity network is a privately owned and managed electricity network that may often supply all premises within a specific area or building and connect to the national electric grid through a parent connection point.)

If electricity is supplied to the premises via an embedded electricity network, you must provide further information below about the network operator as it is required to be provided to the Renter.

Please provide the trading name, ABN and contact details (including phone number and website) of any embedded electricity network provider that is applicable to this property.

☐ Yes ☒ No

Comments

-

### Intention to Sell

Has an agent been engaged to sell the property, a contract of sale prepared or an ongoing proposal to sell the property?

If yes, please provide details below.

☒ Yes ☐ No

Comments

*selling in house with Anthony*

### Homicide

Are the premises or common property known to have been the location of a homicide in the last 5 years?

☐ Yes ☒ No

Comments

-

## Drug Contamination

Are the premises known to be contaminated because of prior use of the premises for the trafficking or cultivation of a drug of dependence in the last 5 years?

☐ Yes ☒ No

Comments

-

## Mould or Dampness

In the last 3 years, has the premises been subject to a repair notice relating to mould or damp in the premises caused by or related to the building structure?

☐ Yes ☒ No

Comments

-

## Safety Checks

Has the premises had the required gas safety check, electrical safety check and pool barrier compliance check (if applicable) carried out?  
If they have been carried out, please provide the dates of the latest applicable checks below.

☒ Yes ☐ No

Comments

-

## Safety Check Recommendations

Are there any outstanding recommendations for work to be completed at the premises from a gas safety check and electrical safety check?

☐ Yes ☒ No

Comments

-

## Asbestos

Are the premises known to have friable or non-friable asbestos based on an inspection by a suitably qualified person?

☐ Yes ☒ No

Comments

-

## Building/Planning Permit

Are the premises known to be affected by a building or planning application that has been lodged with the relevant authority?

☐ Yes ☒ No

Comments

-

## Building Work Dispute

Is there a current domestic building work dispute under the Domestic Building Contracts Act 1995 which applies to or affects the premises?

☐ Yes ☒ No

Comments

-

## OC Dispute

Is there a current dispute under Part 10 of the Owners Corporations Act 2006 which applies to or affects the premises?

☐ Yes ☒ No

Comments

-

## Building Defects/Safety Concerns

Are the premises or common property the subject of any notice, order, declaration, report or recommendation issued by a relevant building surveyor, municipal building surveyor, public authority or government department relating to any building defects or safety concerns associated with the rented premises or common property at the time of disclosure?  
If yes, please provide further details and a description of the notice, order, declaration, report or recommendation below.

☐ Yes ☒ No

Comments

-

## Heritage Register

Are the premises considered a registered place?  
Registered Place meaning, a place included in the Heritage Register within the meaning of section 3(1) of the Heritage Act 2017.

☐ Yes ☒ No

Comments

-

## Minimum Standards

Do the premises comply with the rental minimum standards?  
The rental minimum standards are new regulations that came into effect on the 29th March 2021 and all rented premises must comply with important requirements relating to amenity, safety and privacy. Rental providers have a duty to ensure their property meets these standards.  
Information on the specific requirements of the minimum standards can be found on the Consumer Affairs website (<https://www.consumer.vic.gov.au/housing/renting/changes-to-renting-laws/resources-for-practitioners/fact-sheet-26-rental-minimum-standards>).  
If the premises does not meet any of the requirements, please provide details below.

☒ Yes ☐ No

Comments

-

## Right To Let the Premises

Are you the owner of the property?

If you are not, please advise the specifics of your rights to let the property on the owners behalf.

☒ Yes ☐ No

Comments

-

## Mortgagee Possession

Has a mortgagee commenced a proceeding to enforce a mortgage over the property or taking action for possession of the property?

☐ Yes ☒ No

Comments

-

### Renter Acknowledgement

1. Jacinta McCaskill viewed and acknowledged at Sat, 01/06/2024 16:53 from device: iOS 17.5 iPhone Chrome Mobile iOS 86.0.4240
2. Lyle Williams viewed and acknowledged at Mon, 03/06/2024 01:40 from device: Android 10 K Chrome Mobile 114.0.0

## Privacy Collection Notice

As professional property managers **UCX Realty Pty Ltd T/A One Agency Latrobe Valley** collects personal information about you. To ascertain what personal information we have about you, you can contact us on: 03 5174 2740

### Primary Purpose

As professional property managers, **UCX Realty Pty Ltd T/A One Agency Latrobe Valley** collect your personal information to assess the risk in providing you with the lease / tenancy of the **Premises** you have requested, and if the risk is considered acceptable, to provide you with the lease / tenancy of the **Premises**.

To carry out this role, and during the term of your tenancy, we usually disclose your personal information to:

- The **Rental Provider**
- The **Rental Provider's** lawyers
- The **Rental Provider's** mortgagee
- Referees you have nominated
- Organisations / Tradespeople required to carry out maintenance to the **Premises**
- Third party organisations required to provide **UCX Realty Pty Ltd T/A One Agency Latrobe Valley** services
- Rental Bond Authorities
- Residential Tenancy Tribunals / Courts
- Collection Agents
- National Tenancy Database (National Tenancy Database is a division of Equifax Pty Ltd) for purposes of checking an applicant's tenancy history.  
The database operator can be contacted for information on the service or to request a copy of the data held via email at [info@tenancydatabase.com.au](mailto:info@tenancydatabase.com.au) or by submitting the request form on their website at the following address  
<https://www.tenancydatabase.com.au/contact-us>
- Other Real Estate Agents, **Rental Providers** and Valuers

### Secondary Purpose

**UCX Realty Pty Ltd T/A One Agency Latrobe Valley** also collect your personal information to:

- Enable us, or the **Rental Provider's** lawyers, to prepare the lease / tenancy documents for the **Premises**.

- Allow organisations / tradespeople to contact you in relation to maintenance matters relating to the **Premises**.
- Pay / release rental bonds to / from Rental Bond Authorities (where applicable).
- Refer to Tribunals, Courts and Statutory Authorities (where necessary).
- Refer to Collection Agent / Lawyers (where default / enforcement action is required).
- Provide confirmation details for organisations contacting us on your behalf i.e. Banks, Utilities (Gas, Electricity, Water, Phone), Employers, etc.

If your personal information is not provided to us and you do not consent to the uses to which we put your personal information, **UCX Realty Pty Ltd T/A One Agency Latrobe Valley** cannot properly assess the risk to our client, or carry out our duties as professional property managers. Consequently, we then cannot provide you with the lease / tenancy of the **Premises**. You also acknowledge that our related financial services company may contact you from time to time to explain other services that this company may be able to provide.

Our privacy policy contains information about how you may access the personal information we hold about you, including information about how to seek correction of such information. We are unlikely to disclose any of your personal information to overseas recipients.

The **UCX Realty Pty Ltd T/A One Agency Latrobe Valley** privacy policy contains information about how you may complain about an alleged breach of the Australian Privacy Principles, and how we will deal with such a complaint.

The **UCX Realty Pty Ltd T/A One Agency Latrobe Valley** privacy policy can be viewed without charge on the **UCX Realty Pty Ltd T/A One Agency Latrobe Valley** website; or contact your local **UCX Realty Pty Ltd T/A One Agency Latrobe Valley** office and we will send or email you a free copy.

### Disclaimer

**UCX Realty Pty Ltd T/A One Agency Latrobe Valley** its directors partners employees and related entities responsible for preparing this **Agreement** believe that the information contained in this **Agreement** is up to date and correct. However no representation or warranty of any nature can be given intended or implied and the **Rental Provider** and the **Renter** should rely on their own enquiries as to the accuracy of any

information or material incorporated in this **Agreement**.  
The law is subject to change without notice and terms and conditions in this **Agreement** may be amended as a result. **UCX Realty Pty Ltd T/A One Agency Latrobe Valley** disclaims all liability and responsibility including for negligence for any direct or indirect loss or damage suffered by any person arising out of any use and/or reliance on this **Agreement** or any information incorporated in it.

---

## Signatures

This agreement is made under the Act.

Before signing you must read **Part D – Rights and obligations** of this form.

## Rental Provider

Rental Provider : **Thermawood Melbourne Inner North PTY LTD**



Signed at Tue, 04/06/2024 08:11 , from device: iOS 17.4.1 iPhone Mobile Safari 17.4.1  
Signed by **Joel Smith**

## Renter(s)

Renter 1: **Jacinta McCaskill**



Signed at Sat, 01/06/2024 16:56 , from device: iOS 17.5 iPhone Chrome Mobile iOS 86.0.4240

Renter 2: **Lyle Williams**



Signed at Mon, 03/06/2024 22:45 , from device: Android 10 K Chrome Mobile 114.0.0

## AUDIT TRAIL

### Jacinta McCaskill (Renter)

Sat, 01/06/2024 16:49 - Jacinta McCaskill clicked 'start' button to view the Residential Rental Agreement (iOS 17.5 iPhone Chrome Mobile iOS 86.0.4240, IP: 101.119.138.128)

Sat, 01/06/2024 16:53 - Jacinta McCaskill clicked 'start' button to view the Residential Rental Agreement (iOS 17.5 iPhone Chrome Mobile iOS 86.0.4240, IP: 101.119.138.128)



- Sat, 01/06/2024 16:56 - Jacinta McCaskill stamped saved signature the Residential Rental Agreement (*iOS 17.5 iPhone Chrome Mobile iOS 86.0.4240, IP: 101.119.138.128*)
- Sat, 01/06/2024 16:56 - Jacinta McCaskill submitted the Residential Rental Agreement (*iOS 17.5 iPhone Chrome Mobile iOS 86.0.4240, IP: 101.119.138.128*)

**Lyle Williams (Renter)**

- Sat, 01/06/2024 16:52 - Lyle Williams clicked 'start' button to view the Residential Rental Agreement (*Android 10 K Chrome Mobile 114.0.0, IP: 101.119.80.238*)
- Mon, 03/06/2024 01:33 - Lyle Williams clicked 'start' button to view the Residential Rental Agreement (*Android 10 K Chrome Mobile 114.0.0, IP: 61.69.162.134*)
- Mon, 03/06/2024 09:40 - Lyle Williams clicked 'start' button to view the Residential Rental Agreement (*Android 10 K Chrome Mobile 114.0.0, IP: 120.21.132.85*)
- Mon, 03/06/2024 18:30 - Lyle Williams clicked 'start' button to view the Residential Rental Agreement (*Android 10 K Chrome Mobile 114.0.0, IP: 120.21.235.186*)
- Mon, 03/06/2024 22:26 - Lyle Williams clicked 'start' button to view the Residential Rental Agreement (*Android 10 K Chrome Mobile 114.0.0, IP: 61.69.162.134*)
- Mon, 03/06/2024 22:45 - Lyle Williams clicked 'start' button to view the Residential Rental Agreement (*Android 10 K Chrome Mobile 114.0.0, IP: 61.69.162.134*)
- Mon, 03/06/2024 22:45 - Lyle Williams stamped saved signature the Residential Rental Agreement (*Android 10 K Chrome Mobile 114.0.0, IP: 61.69.162.134*)
- Mon, 03/06/2024 22:46 - Lyle Williams submitted the Residential Rental Agreement (*Android 10 K Chrome Mobile 114.0.0, IP: 61.69.162.134*)

**Joel Smith (Rental Provider)**

- Tue, 04/06/2024 07:12 - Joel Smith clicked 'start' button to view the Residential Rental Agreement
- Tue, 04/06/2024 08:11 - Joel Smith clicked 'start' button to view the Residential Rental Agreement
- Tue, 04/06/2024 08:11 - Joel Smith stamped saved signature the Residential Rental Agreement
- Tue, 04/06/2024 08:11 - Joel Smith submitted the Residential Rental Agreement

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**AGREEMENT END**

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**UCX Realty Pty Ltd T/A One  
Agency Latrobe Valley**  
14C Hotham Street,  
Traralgon, VIC 3844

P: 03 5174 2740  
ABN: 75 630 881 195



# Residential Rental Agreement

for

2/28 Elgin St, Morwell VIC 3840

This agreement is between **Thermawood Melbourne Inner North PTY LTD**  
and **Dinusha Ruwan Gunathilaka Weerakoon Mudiyansele, Trehana Annemarie Fernando.**

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# Residential Rental Agreement of no more than 5 years

Residential Tenancies Act 1997 Section 26(1)

Regulation 10(1)

## Part A - General

This agreement is between the residential rental provider (rental provider) and the renter listed on this form.

### 1. Date of agreement

This is the date the agreement is signed

Tue 12/03/2024

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

### 2. Premises let by the rental provider

Address of premises

2/28 Elgin St, Morwell VICPostcode 3840

### 3. Rental provider details

Full name or company name of rental provider	Thermawood Melbourne Inner North PTY LTD
Address (if no agent is acting for the rental provider)	Postcode
Phone number	
ACN (if applicable)	
Email address	

#### Rental provider's agent details (if applicable)

Full name	UCX Realty Pty Ltd T/A One Agency Latrobe Valley
Address	14C Hotham Street, Traralgon, VICPostcode 3844
Phone number	03 5174 2740
ACN (if applicable)	630 881 195
Email address	christal@oneagencylv.com.au

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

#### 4. Renter details

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

Full name of **renter 1**

Current Address:  **Postcode**

Phone number:

Email:

Full name of **renter 2**

Current Address:  **Postcode**

Phone number:

Email:

Full name of **renter 3**

Current Address:  **Postcode**

Phone number:

Email:

Full name of **renter 4**

Current Address:  **Postcode**

Phone number:

Email:

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#### 5. Length of the agreement



Fixed term agreement

Start date

(this is the date the agreement starts and you may move in)

End date



Periodic agreement  
(monthly)

Start date

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

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**6. Rent**

Rent amount(\$) (payable in advance)	<input type="text" value="1260.10"/>
To be paid per	<input type="checkbox"/> week <input type="checkbox"/> fortnight <input checked="" type="checkbox"/> calendar month
Day rent is to be paid (e.g. each Thursday or the 11th of each month)	<input type="text" value="26th day of each month"/>
Date first rent payment due	<input type="text" value="Sun 26/05/2024"/>

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**7. Bond**

The Renter has paid the bond specified below

Unless the rent is greater than \$900 (per week), the maximum bond is one month's rent. In some cases, the rental provider may ask the Victorian Civil and Administrative Tribunal (VCAT) to increase this limit. The rental provider or their agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA). The bond must be lodged within 10 business days after receiving payment. The RTBA will send the renter a receipt for the bond.

If the renter does not receive a receipt within 15 business days from when they paid the bond, they may — email [rtba@justice.vic.gov.au](mailto:rtba@justice.vic.gov.au), or call the RTBA on 1300 13 71 64

Rental bond amount(\$)	<input type="text" value="1260"/>
Bond lodgement date	<input type="text" value="Tue 18/07/2023"/>
Bond Lodgement No.	<input type="text" value="15627720"/>

**Part B – Standard terms**

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**8. Rental provider's preferred method of rent payment**

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

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

(Rental provider to tick permitted methods of rent payment)

<input type="checkbox"/> direct debit	<input checked="" type="checkbox"/> bank deposit	<input type="checkbox"/> cash	<input type="checkbox"/> cheque	<input type="checkbox"/> money order	<input type="checkbox"/> BPay
<input type="checkbox"/> other electronic form of payment, including Centrepay	<input type="text"/>				

Payment details (if applicable)

BSB:	633 000
Account:	165 031 378
Account name:	UCX Realty Pty Ltd Rental Trust
Bank Reference:	TEN00164

Fees

0.00
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9. Service of notices and other documents by electronic methods

Electronic service of documents must be in accordance with the requirements of the ***Electronic Transactions (Victoria) Act 2000***.

Just because someone responds to an email or other electronic communications does not mean they have consented to the service of notices and other documents by electronic methods.

The rental provider and renter must notify the other party in writing if they no longer wish to receive notices or other documents by electronic methods.

The rental provider and renter must immediately notify the other party in writing if their contact details change.

9.1 Does the rental provider agree to the service of notices and other documents by electronic methods such as email?

The rental provider must complete this section before giving the agreement to the renter.

(Rental provider to tick as appropriate)

<input checked="" type="checkbox"/> Yes	Christal Crosdale: christal@oneagencylv.com.au
<input type="checkbox"/> No	

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

(Renter to tick as appropriate)

<b>Renter 1</b>	<input checked="" type="checkbox"/> Yes	Dinusha Ruwan Gunathilaka Weerakoon Mudiyansele: dinusharg@gmail.com
	<input type="checkbox"/> No	

<b>Renter 2</b>	<input checked="" type="checkbox"/> Yes	Trehana Annemarie Fernando: trechi7@gmail.com
	<input type="checkbox"/> No	

<b>Renter 3</b>	<input type="checkbox"/> Yes	
	<input type="checkbox"/> No	

Renter 4 ☐ Yes

☐ No

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## 10. Urgent repairs

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

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

Details of person the renter should contact for an urgent repair  
(rental provider to insert details)

Emergency contact name

One Agency Latrobe valley

Emergency phone number

03 5174 2740

Emergency email address

christal@oneagencylv.com.au

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## 11. Professional cleaning

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

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

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

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## 12. Owners corporation

Do owners corporation rules apply to the premises?

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

(Rental provider to tick as appropriate)

☒ No

☐ Yes

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### 13. Condition report

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

(rental provider to tick as appropriate)

- ☒ The condition report has been provided  
☐ The condition report will be provided to the renter on or before the date the agreement starts

## Part C – Safety related activities

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### 14 Electrical safety activities

- (a) The rental provider must ensure an electrical safety check of all electrical installations, appliances and fittings provided by a rental provider in the rented premises is conducted every 2 years by a licensed or registered electrician and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
- (b) If an electrical safety check of the rented premises has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange an electrical safety check as soon as practicable.

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### 15 Gas safety activities

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

- (a) The rental provider must ensure that a gas safety check of all gas installations and fittings in the rented premises is conducted every 2 years by a licensed or registered gasfitter and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
- (b) If a gas safety check has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange a gas safety check as soon as practicable.

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### 16 Smoke alarm safety activities

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



smoke alarm in the rented premises is not in working order.

**Note:** Regulations made under the **Building Act 1993** require smoke alarms to be installed in all residential buildings.

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### 17 Swimming pool barrier safety activities

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

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

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

- (a) The renter must not erect a relocatable swimming pool without giving written notice to the rental provider before erecting the pool.
- (b) The renter must obtain any necessary approvals before erecting a relocatable swimming pool.

**Note:** Regulations made under **Building Act 1993** apply to any person erecting a relocatable swimming pool. This safety-related activity only applies to swimming pools or spas that hold water deeper than 300 mm.

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### 19 Bushfire prone area activities

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

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

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

## Part D – Rights and obligations

This is a summary of selected rights and obligations of **renters** and **rental providers** under the Act.

Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.

For more information, visit [consumer.vic.gov.au/renting](https://consumer.vic.gov.au/renting).

## 20. Use of the premises

### The renter:

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

## 21. Condition of the premises

### The rental provider:

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

### The renter:

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

## 22. Modifications

### The renter:

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

### The rental provider:

- must not unreasonably refuse consent for certain modifications.

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

## 23. Locks

- The rental provider must ensure the premises has:
  - locks to secure all windows capable of having a lock, and
  - has deadlocks (a deadlock is a deadlatch with at least one cylinder) for external doors that are able to be secured with a functioning deadlock; and
  - meets the rental minimum standards for locks and window locks.
- External doors which are not able to be secured with a functioning deadlock must at least be fitted with a locking device that—
  - is operated by a key from the outside; and
  - may be unlocked from the inside with or without a key
- The renter must obtain consent from the rental provider to change a lock in the master key system.
- The rental provider must not unreasonably refuse consent for a renter seeking to change a lock in the master key system.
- The rental provider must not give a key to a person excluded from the premises under a:
  - a family violence intervention order; or
  - a family violence safety notice; or
  - a recognised non-local DVO; or
  - personal safety intervention order.

## 24. Repairs

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

## 25. Urgent repairs

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

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

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

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

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

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

## 26. Non-urgent repairs

- The renter must notify the rental provider, in writing, as soon as practicable of —
  - damage to the premises; and
  - a breakdown of facilities, fixtures, furniture or equipment supplied by the rental provider.
- The rental provider must carry out non-urgent repairs in reasonable time.
- The renter may apply to VCAT for an order requiring the rental provider to do the repairs if the rental provider has not carried out the repairs within 14 days of receiving notice of the need for repair.

## 27. Assignment or sub-letting

### The renter:

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

### The rental provider:

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

## 28. Rent

- The rental provider must give the renter at least 60 days written notice of a proposed rent increase
- Rent cannot be increased more than once every 12 months.
- If the rental provider or agent does not provide a receipt for rent, then renter may request a receipt.
- The rental provider must not increase the rent under a fixed term agreement unless the agreement provides for an increase by specifying the amount of increase or the method of calculating the rent increase.

## 29. Access and entry

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

## 30. Pets

- The renter must seek consent from the rental provider before keeping a pet on the premises.
- The rental provider must not unreasonably refuse a request to keep a pet.

### 31. Additional terms (if any)

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

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

1. **\*\*All documents are sent to Renter/s by email. The email address' listed above will be used for the service of documents. If Renter/s request a document to be printed and supplied, they will incur a charge of \$4.40 per document.\*\*\***

#### Renter Acknowledgement

1. *Dinusha Ruwan Gunathilaka Weerakoon Mudiyansele viewed and acknowledged at Fri, 08/03/2024 12:54 from device: iOS 16.7.5 iPhone Mobile Safari 16.6*
2. *Trehana Annemarie Fernando viewed and acknowledged at Thu, 07/03/2024 09:26 from device: Mac OS X 10.15.7 Mac Chrome 122.0.0*

## **2. Breaking Lease or Change of Renter/s**

32. In the event of the rental agreement being broken by the said renter/s, it is understood and agreed that the rental provider is to be reimbursed a pro rata letting fee plus GST. This charge is compensation to the rental provider for re-letting the premises prior to the expiration of the fixed term rental period. At the time of vacating the premises the renter/s is to continue paying rent to the agent until the termination of the rental agreement, or until a suitable new renter has taken possession of the premises. The renter/s shall also reimburse the rental provider for any advertising costs involved in relating of the said premises. The pro rata letting fee is calculated upon the initial letting fee that the rental provider paid to the agency upon leasing the property to the said renter/s and will incur GST. This fee is in accordance with the REIV Managing Authority.

32.1 The renter/s agree that in the event of a relationship breakdown between parties to a tenancy, One Agency Latrobe Valley will not intervene or mediate between the parties.

32.2 The renter/s agrees that no change over of the tenancy or occupation will occur without the rental provider / agent's prior written consent. It is hereby agreed and understood by all renter/s that should any party vacate the premises during this tenancy, then the remaining occupant/s of the property shall be fully responsible for the rent payments and compliance of the terms and conditions of the rental agreement.

### **Rental Arrears**

33. In the event rent payable is 15 days or more in arrears then you will be served a Notice to Vacate the premises and 7 days later we will make application to Victoria Civil Administrative Tribunal for vacant possession of the property and full payment of rent arrears. The renter/s is to reimburse the rental provider the application costs and registered post costs for lodging the application and any subsequent state government fees.

### **Repairs and Maintenance**

34. All maintenance requests are to be reported in writing to the agent. Renter/s are to provide their name, address, contact numbers and the details of the repair / fault, together with access arrangements to the property.

34.1 Renter/s will not withhold rent 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 to the renter/s from remedying damages will be the renter/s responsibility, unless such work is authorised by the agent previously or it is classified as an urgent repair.

34.2 If a tradesperson / service provider is required to fix a repair caused by the renter/s, the cost of such repair will be paid by the renter/s. In the event of a tradesperson / service provider being sent to the property to carry out repairs and;

(a) no fault can be found the renter/s shall be liable for the service call charge and;

(b) If an arrangement has been made with the renter/s for a

tradesperson / service provider to call to the property at a particular time and they cannot gain access, the renter/s shall be liable for the service call out charge.

34.3 The ignition and pilot lighting of all gas / electric amenities connected to the property (HWS, heater and stove etc) are the responsibility of the renter/s. If the renter/s require a gasfitter or electrician to attend the property to perform this task, the cost will be borne by the renter/s. This office does not organise maintenance for this task, however, if there are problems other than initial ignition before they proceed with further repairs the renter/s or tradesperson are required to contact this office to obtain approval.

34.4 In the event of a dishwasher, washing machine, air-conditioner, dryer and / or incinerators being let with the property, the renter/s agree to incur all associated maintenance and repair costs if it is proved that the damage was caused by the renter/s misuse.

### **Smoking**

35. All One Agency Latrobe Valley properties are smoke free indoor environments. The renter/s and renter/s visitors acknowledge that they are not to smoke any substance inside the home. Any smoke damage to the property caused by the renter/s is to be remedied. This may include, but not limited to, professional washing or repainting of walls, professional cleaning of soft furnishings, professional deodorising treatment or replacement of stained fixtures and fittings.

### **Periodic / Routine Inspections**

36. The renter/s agree that the first periodic / routine inspection will be conducted during the fourth month of the tenancy and then approximately every six months thereafter. This inspection will be carried out by a member of the property management department, the rental provider will be advised of any maintenance and the condition / standard the property is being kept in. I also agree that photos may be taken at this inspection of any relevant items that pertain to the property such as, but not limited to, maintenance items.

### **Contact Details**

37. The renter/s agree to notify the agent immediately of any change in any contact details including private / business / mobile telephone numbers, email addresses and changes in occupation.

### **Vehicles and Parking**

38. The renter/s shall not park or allowed to be parked, vehicles on the premises which leak oil unless a suitable oil tray is used beneath the oil leak. Cars are not to be driven or parked on any lawn or garden area and visitor's cars are not permitted on the premises (only applicable to flats and units).

38.1 The renter/s agree to be fully responsible for the removal of motorcycle, car or boat spare parts or bodies or any other equipment used to fully reinstate the premises or the land or common property on which it is situated to the original condition forthwith.

### **Swimming Pools**

39. If a swimming pool is located on the premises the renter/s acknowledge that the renter/s is responsible for the safety of all persons using the swimming pool or entering the property. The renter/s also acknowledge that the rental provider is responsible for the maintenance of the said swimming pool for the duration of the tenancy. Should the renter/s supply their own pool at the property, it is at the liability of the renter/s. Prior consent must be sought from One Agency Latrobe Valley in writing. The renter/s must comply with all relevant council / government regulations with respect to pool barrier fencing.

### **Access to the Property**

40. If the renter/s require access to the property, outside normal business hours due to mislaid or lost keys, the renter/s must organise a locksmith to gain access and incur this cost themselves. Should a staff member of One Agency Latrobe Valley be required after hours to supply the renter/s with a copy of the key, a \$50 fee will be incurred by the renter/s. One Agency Latrobe Valley may use their discretion in such instances and reserve the right to decline the after-hours call out.

### **Vacating the Property**

41. The renter/s shall make final inspection arrangements with the property manager. Leaving keys with neighbours, in letterboxes or posting them is not acceptable. The agent can refuse the keys on the premises if the premises are not in the same condition as when originally tenanted taking fair wear and tear into consideration. The renter/s shall keep paying rent on the property until the keys are accepted by the property manager. Keys are not to be returned to this office until the exit inspection has been conducted and found to be satisfactory. The renter/s must agree to continue paying rent until all matters have been completed satisfactorily or a VCAT application has been made.

41.1 At the property managers discretion a pre-vacating inspection may be required.

41.2 The renter/s shall ensure that all carpets are professionally cleaned, a copy of the steam cleaning invoice will need to be provided for the agency records. Please be aware that a hired carpet cleaning machine does not meet the requirements of professionally cleaned. If your chosen carpet cleaner does not make professional industry accreditation, we reserve the right to have the carpet re-cleaned by an industry professional at your cost.

41.3 The renter/s is advised that professional cleaning has been carried out to the premises immediately before the start of this tenancy agreement. The renter must have the rented premises professionally cleaned upon vacating the premises or pay the cost of having the rented premises professional cleaned.

I/We agree that I/We have read all the special conditions numbered 1 – 41.3 contained herein and agree to abide by all the rules and regulations stated in this signed contract.



## Property Disclosures

This section contains important disclosures from your Rental Provider about the rented premises:

### Embedded Electricity Network

Is the electricity supplied to the property from an embedded electricity network?

(An embedded electricity network is a privately owned and managed electricity network that may often supply all premises within a specific area or building and connect to the national electric grid through a parent connection point.)

If electricity is supplied to the premises via an embedded electricity network, you must provide further information below about the network operator as it is required to be provided to the Renter.

Please provide the trading name, ABN and contact details (including phone number and website) of any embedded electricity network provider that is applicable to this property.

☐ Yes ☒ No

Comments

-

### Intention to Sell

Has an agent been engaged to sell the property, a contract of sale prepared or an ongoing proposal to sell the property?

If yes, please provide details below.

☒ Yes ☐ No

Comments

-

### Homicide

Are the premises or common property known to have been the location of a homicide in the last 5 years?

☐ Yes ☒ No

Comments

-

## Drug Contamination

Are the premises known to be contaminated because of prior use of the premises for the trafficking or cultivation of a drug of dependence in the last 5 years?

☐ Yes ☒ No

Comments

-

## Mould or Dampness

In the last 3 years, has the premises been subject to a repair notice relating to mould or damp in the premises caused by or related to the building structure?

☐ Yes ☒ No

Comments

-

## Safety Checks

Has the premises had the required gas safety check, electrical safety check and pool barrier compliance check (if applicable) carried out?  
If they have been carried out, please provide the dates of the latest applicable checks below.

☒ Yes ☐ No

Comments

-

## Safety Check Recommendations

Are there any outstanding recommendations for work to be completed at the premises from a gas safety check and electrical safety check?

☐ Yes ☒ No

Comments

-

## Asbestos

Are the premises known to have friable or non-friable asbestos based on an inspection by a suitably qualified person?

☐ Yes ☒ No

Comments

-

## Building/Planning Permit

Are the premises known to be affected by a building or planning application that has been lodged with the relevant authority?

☐ Yes ☒ No

Comments

-

## Building Work Dispute

Is there a current domestic building work dispute under the Domestic Building Contracts Act 1995 which applies to or affects the premises?

☐ Yes ☒ No

Comments

-

## OC Dispute

Is there a current dispute under Part 10 of the Owners Corporations Act 2006 which applies to or affects the premises?

☐ Yes ☒ No

Comments

-

## Building Defects/Safety Concerns

Are the premises or common property the subject of any notice, order, declaration, report or recommendation issued by a relevant building surveyor, municipal building surveyor, public authority or government department relating to any building defects or safety concerns associated with the rented premises or common property at the time of disclosure?  
If yes, please provide further details and a description of the notice, order, declaration, report or recommendation below.

☐ Yes ☒ No

Comments

-

## Heritage Register

Are the premises considered a registered place?  
Registered Place meaning, a place included in the Heritage Register within the meaning of section 3(1) of the Heritage Act 2017.

☐ Yes ☒ No

Comments

-

## Minimum Standards

Do the premises comply with the rental minimum standards?  
The rental minimum standards are new regulations that came into effect on the 29th March 2021 and all rented premises must comply with important requirements relating to amenity, safety and privacy. Rental providers have a duty to ensure their property meets these standards.  
Information on the specific requirements of the minimum standards can be found on the Consumer Affairs website (<https://www.consumer.vic.gov.au/housing/renting/changes-to-renting-laws/resources-for-practitioners/fact-sheet-26-rental-minimum-standards>).  
If the premises does not meet any of the requirements, please provide details below.

☒ Yes ☐ No

Comments

-

## Right To Let the Premises

Are you the owner of the property?

If you are not, please advise the specifics of your rights to let the property on the owners behalf.

☒ Yes ☐ No

Comments

-

## Mortgagee Possession

Has a mortgagee commenced a proceeding to enforce a mortgage over the property or taking action for possession of the property?

☐ Yes ☒ No

Comments

-

### Renter Acknowledgement

1. Dinusha Ruwan Gunathilaka Weerakoon Mudiyanseelage viewed and acknowledged at Fri, 08/03/2024 12:56 from device: iOS 16.7.5 iPhone Mobile Safari 16.6
2. Trehana Annemarie Fernando viewed and acknowledged at Thu, 07/03/2024 09:30 from device: Mac OS X 10.15.7 Mac Chrome 122.0.0

## Privacy Collection Notice

As professional property managers **UCX Realty Pty Ltd T/A One Agency Latrobe Valley** collects personal information about you. To ascertain what personal information we have about you, you can contact us on: 03 5174 2740

### Primary Purpose

As professional property managers, **UCX Realty Pty Ltd T/A One Agency Latrobe Valley** collect your personal information to assess the risk in providing you with the lease / tenancy of the **Premises** you have requested, and if the risk is considered acceptable, to provide you with the lease / tenancy of the **Premises**.

To carry out this role, and during the term of your tenancy, we usually disclose your personal information to:

- The **Rental Provider**
- The **Rental Provider's** lawyers
- The **Rental Provider's** mortgagee
- Referees you have nominated
- Organisations / Tradespeople required to carry out maintenance to the **Premises**
- Third party organisations required to provide **UCX Realty Pty Ltd T/A One Agency Latrobe Valley** services
- Rental Bond Authorities
- Residential Tenancy Tribunals / Courts
- Collection Agents
- National Tenancy Database (National Tenancy Database is a division of Equifax Pty Ltd) for purposes of checking an applicant's tenancy history.  
The database operator can be contacted for information on the service or to request a copy of the data held via email at [info@tenancydatabase.com.au](mailto:info@tenancydatabase.com.au) or by submitting the request form on their website at the following address  
<https://www.tenancydatabase.com.au/contact-us>
- Other Real Estate Agents, **Rental Providers** and Valuers

### Secondary Purpose

**UCX Realty Pty Ltd T/A One Agency Latrobe Valley** also collect your personal information to:

- Enable us, or the **Rental Provider's** lawyers, to prepare the lease / tenancy documents for the **Premises**.

- Allow organisations / tradespeople to contact you in relation to maintenance matters relating to the **Premises**.
- Pay / release rental bonds to / from Rental Bond Authorities (where applicable).
- Refer to Tribunals, Courts and Statutory Authorities (where necessary).
- Refer to Collection Agent / Lawyers (where default / enforcement action is required).
- Provide confirmation details for organisations contacting us on your behalf i.e. Banks, Utilities (Gas, Electricity, Water, Phone), Employers, etc.

If your personal information is not provided to us and you do not consent to the uses to which we put your personal information, **UCX Realty Pty Ltd T/A One Agency Latrobe Valley** cannot properly assess the risk to our client, or carry out our duties as professional property managers. Consequently, we then cannot provide you with the lease / tenancy of the **Premises**. You also acknowledge that our related financial services company may contact you from time to time to explain other services that this company may be able to provide.

Our privacy policy contains information about how you may access the personal information we hold about you, including information about how to seek correction of such information. We are unlikely to disclose any of your personal information to overseas recipients.

The **UCX Realty Pty Ltd T/A One Agency Latrobe Valley** privacy policy contains information about how you may complain about an alleged breach of the Australian Privacy Principles, and how we will deal with such a complaint.

The **UCX Realty Pty Ltd T/A One Agency Latrobe Valley** privacy policy can be viewed without charge on the **UCX Realty Pty Ltd T/A One Agency Latrobe Valley** website; or contact your local **UCX Realty Pty Ltd T/A One Agency Latrobe Valley** office and we will send or email you a free copy.

### Disclaimer

**UCX Realty Pty Ltd T/A One Agency Latrobe Valley** its directors partners employees and related entities responsible for preparing this **Agreement** believe that the information contained in this **Agreement** is up to date and correct. However no representation or warranty of any nature can be given intended or implied and the **Rental Provider** and the **Renter** should rely on their own enquiries as to the accuracy of any

information or material incorporated in this **Agreement**. The law is subject to change without notice and terms and conditions in this **Agreement** may be amended as a result. **UCX Realty Pty Ltd T/A One Agency Latrobe Valley** disclaims all liability and responsibility including for negligence for any direct or indirect loss or damage suffered by any person arising out of any use and/or reliance on this **Agreement** or any information incorporated in it.

## Signatures

This agreement is made under the Act.

Before signing you must read **Part D – Rights and obligations** of this form.

## Rental Provider

Rental Provider : **Thermawood Melbourne Inner North PTY LTD**

*Joel Smith Thermawood Melbourne Inner North PTY LTD*

*Signed at Tue, 12/03/2024 16:42 , from device: Mac OS X 10.15.7 Mac Chrome 121.0.0*

*Signed by **Joel Smith Thermawood Melbourne Inner North PTY LTD***

## Renter(s)

Renter 1: **Dinusha Ruwan Gunathilaka Weerakoon Mudiyansele**



*Signed at Fri, 08/03/2024 12:56 , from device: iOS 16.7.5 iPhone Mobile Safari 16.6*

Renter 2: **Trehana Annemarie Fernando**



*Signed at Thu, 07/03/2024 09:38 , from device: Mac OS X 10.15.7 Mac Chrome 122.0.0*

## AUDIT TRAIL

### Dinusha Ruwan Gunathilaka Weerakoon Mudiyansele (Renter)

- Fri, 08/03/2024 12:52 - Dinusha Ruwan Gunathilaka Weerakoon Mudiyansele clicked 'start' button to view the Residential Rental Agreement (iOS 16.7.5 iPhone Mobile Safari 16.6, IP: 202.7.251.130)
- Fri, 08/03/2024 12:56 - Dinusha Ruwan Gunathilaka Weerakoon Mudiyansele stamped saved signature the Residential Rental Agreement (iOS 16.7.5 iPhone Mobile Safari 16.6, IP: 202.7.251.130)
- Fri, 08/03/2024 12:56 - Dinusha Ruwan Gunathilaka Weerakoon Mudiyansele submitted the Residential Rental Agreement (iOS 16.7.5 iPhone Mobile Safari 16.6, IP: 202.7.251.130)



**Trehana Annemarie Fernando (Renter)**

- Thu, 07/03/2024 09:23 - Trehana Annemarie Fernando clicked 'start' button to view the Residential Rental Agreement (*Mac OS X 10.15.7 Mac Chrome 122.0.0, IP: 202.7.251.130*)
- Thu, 07/03/2024 09:38 - Trehana Annemarie Fernando stamped saved signature the Residential Rental Agreement (*Mac OS X 10.15.7 Mac Chrome 122.0.0, IP: 202.7.251.130*)
- Thu, 07/03/2024 09:39 - Trehana Annemarie Fernando submitted the Residential Rental Agreement (*Mac OS X 10.15.7 Mac Chrome 122.0.0, IP: 202.7.251.130*)

**Joel Smith Thermawood Melbourne Inner North PTY LTD (Rental Provider)**

- Tue, 12/03/2024 16:42 - Joel Smith Thermawood Melbourne Inner North PTY LTD clicked 'start' button to view the Residential Rental Agreement
- Tue, 12/03/2024 16:42 - Joel Smith Thermawood Melbourne Inner North PTY LTD stamped saved signature the Residential Rental Agreement
- Tue, 12/03/2024 16:42 - Joel Smith Thermawood Melbourne Inner North PTY LTD submitted the Residential Rental Agreement

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**AGREEMENT END**

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**UCX Realty Pty Ltd T/A One  
Agency Latrobe Valley**  
14C Hotham Street,  
Traralgon, VIC 3844

P: 03 5174 2740  
ABN: 75 630 881 195



# Residential Rental Agreement

for

3/28 Elgin St, Morwell VIC 3840

This agreement is between **Thermawood Melbourne Inner North PTY LTD**  
and **Shelley Thompson**.

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# Residential Rental Agreement of no more than 5 years

Residential Tenancies Act 1997 Section 26(1)

Regulation 10(1)

## Part A - General

This agreement is between the residential rental provider (rental provider) and the renter listed on this form.

### 1. Date of agreement

This is the date the agreement is signed

Fri 03/11/2023

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

### 2. Premises let by the rental provider

Address of premises

3/28 Elgin St, Morwell VIC

Postcode 3840

### 3. Rental provider details

Full name or company  
name of rental  
provider

Thermawood Melbourne Inner North PTY LTD

Address (if no agent is  
acting for the rental  
provider)

Postcode

Phone number

ACN (if applicable)

Email address

#### Rental provider's agent details (if applicable)

Full name

UCX Realty Pty Ltd T/A One Agency Latrobe Valley

Address

14C Hotham Street, Traralgon, VIC

Postcode 3844

Phone number

03 5174 2740

ACN (if applicable)

630 881 195

Email address

christal@oneagencylv.com.au

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

#### 4. Renter details

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

Full name of **renter 1**

Shelley Thompson

Current Address:

3/28 Elgin St, Morwell VIC 3840

Postcode

Phone number:

0407540850

Email:

goshell61@hotmail.com

Full name of **renter 2**

Current Address:

Postcode

Phone number:

Email:

Full name of **renter 3**

Current Address:

Postcode

Phone number:

Email:

Full name of **renter 4**

Current Address:

Postcode

Phone number:

Email:

---

#### 5. Length of the agreement



Fixed term agreement

Start date

Fri 17/11/2023

End date

Sat 16/11/2024

(this is the date the agreement starts  
and you may move in)



Periodic agreement  
(monthly)

Start date

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

---

**6. Rent**

Rent amount(\$) (payable in advance)	<input type="text" value="1455.65"/>
To be paid per	<input type="checkbox"/> week <input type="checkbox"/> fortnight <input checked="" type="checkbox"/> calendar month
Day rent is to be paid (e.g. each Thursday or the 11th of each month)	<input type="text" value="17th day of each month"/>
Date first rent payment due	<input type="text" value="Fri 17/11/2023"/>

---

**7. Bond**

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

Unless the rent is greater than \$900 (per week), the maximum bond is one month's rent. In some cases, the rental provider may ask the Victorian Civil and Administrative Tribunal (VCAT) to increase this limit. The rental provider or their agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA). The bond must be lodged within 10 business days after receiving payment. The RTBA will send the renter a receipt for the bond.

If the renter does not receive a receipt within 15 business days from when they paid the bond, they may — email [rtba@justice.vic.gov.au](mailto:rtba@justice.vic.gov.au), or call the RTBA on 1300 13 71 64

Rental bond amount(\$)	<input type="text" value="1455"/>
Date bond payment due	<input type="text" value="Fri 17/11/2023"/>

**Part B – Standard terms**

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**8. Rental provider's preferred method of rent payment**

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

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

(Rental provider to tick permitted methods of rent payment)

<input type="checkbox"/> direct debit	<input checked="" type="checkbox"/> bank deposit	<input type="checkbox"/> cash	<input type="checkbox"/> cheque	<input type="checkbox"/> money order	<input type="checkbox"/> BPay
<input type="checkbox"/> other electronic form of payment, including Centrepay <input type="text"/>					

Payment details (if applicable)

BSB:	633 000
Account:	165 031 378
Account name:	UCX Realty Pty Ltd Rental Trust
Bank Reference:	TEN00235

Fees

0.00
------

9. Service of notices and other documents by electronic methods

Electronic service of documents must be in accordance with the requirements of the ***Electronic Transactions (Victoria) Act 2000***.

Just because someone responds to an email or other electronic communications does not mean they have consented to the service of notices and other documents by electronic methods.

The rental provider and renter must notify the other party in writing if they no longer wish to receive notices or other documents by electronic methods.

The rental provider and renter must immediately notify the other party in writing if their contact details change.

9.1 Does the rental provider agree to the service of notices and other documents by electronic methods such as email?

The rental provider must complete this section before giving the agreement to the renter.

(Rental provider to tick as appropriate)

<input checked="" type="checkbox"/> Yes	Christal Crosdale: christal@oneagencylv.com.au
<input type="checkbox"/> No	

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

(Renter to tick as appropriate)

<b>Renter 1</b>	<input checked="" type="checkbox"/> Yes	Shelley Thompson: goshell61@hotmail.com
	<input type="checkbox"/> No	

<b>Renter 2</b>	<input type="checkbox"/> Yes	
	<input type="checkbox"/> No	

<b>Renter 3</b>	<input type="checkbox"/> Yes	
	<input type="checkbox"/> No	

Renter 4 ☐ Yes

☐ No

---

## 10. Urgent repairs

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

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

Details of person the renter should contact for an urgent repair  
(rental provider to insert details)

Emergency contact name

One Agency Latrobe Valley

Emergency phone number

03 5174 2740

Emergency email address

christal@oneagencylv.com.au

---

## 11. Professional cleaning

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

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

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

---

## 12. Owners corporation

Do owners corporation rules apply to the premises?

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

(Rental provider to tick as appropriate)

☒ No

☐ Yes

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### 13. Condition report

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

(rental provider to tick as appropriate)

- ☐ The condition report has been provided
- ☒ The condition report will be provided to the renter on or before the date the agreement starts

## Part C – Safety related activities

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### 14 Electrical safety activities

- (a) The rental provider must ensure an electrical safety check of all electrical installations, appliances and fittings provided by a rental provider in the rented premises is conducted every 2 years by a licensed or registered electrician and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
- (b) If an electrical safety check of the rented premises has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange an electrical safety check as soon as practicable.

---

### 15 Gas safety activities

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

- (a) The rental provider must ensure that a gas safety check of all gas installations and fittings in the rented premises is conducted every 2 years by a licensed or registered gasfitter and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
- (b) If a gas safety check has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange a gas safety check as soon as practicable.

---

### 16 Smoke alarm safety activities

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



smoke alarm in the rented premises is not in working order.

**Note:** Regulations made under the **Building Act 1993** require smoke alarms to be installed in all residential buildings.

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### 17 Swimming pool barrier safety activities

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

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

### 18 Relocatable pool safety activities

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

- (a) The renter must not erect a relocatable swimming pool without giving written notice to the rental provider before erecting the pool.
- (b) The renter must obtain any necessary approvals before erecting a relocatable swimming pool.

**Note:** Regulations made under **Building Act 1993** apply to any person erecting a relocatable swimming pool. This safety-related activity only applies to swimming pools or spas that hold water deeper than 300 mm.

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### 19 Bushfire prone area activities

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

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

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

## Part D – Rights and obligations

This is a summary of selected rights and obligations of **renters** and **rental providers** under the Act.

Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.

For more information, visit [consumer.vic.gov.au/renting](https://consumer.vic.gov.au/renting).

## 20. Use of the premises

### The renter:

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

## 21. Condition of the premises

### The rental provider:

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

### The renter:

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

## 22. Modifications

### The renter:

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

### The rental provider:

- must not unreasonably refuse consent for certain modifications.

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

## 23. Locks

- The rental provider must ensure the premises has:
  - locks to secure all windows capable of having a lock, and
  - has deadlocks (a deadlock is a deadlatch with at least one cylinder) for external doors that are able to be secured with a functioning deadlock; and
  - meets the rental minimum standards for locks and window locks.
- External doors which are not able to be secured with a functioning deadlock must at least be fitted with a locking device that—
  - is operated by a key from the outside; and
  - may be unlocked from the inside with or without a key
- The renter must obtain consent from the rental provider to change a lock in the master key system.
- The rental provider must not unreasonably refuse consent for a renter seeking to change a lock in the master key system.
- The rental provider must not give a key to a person excluded from the premises under a:
  - a family violence intervention order; or
  - a family violence safety notice; or
  - a recognised non-local DVO; or
  - personal safety intervention order.

## 24. Repairs

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

## 25. Urgent repairs

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

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

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

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

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

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

## 26. Non-urgent repairs

- The renter must notify the rental provider, in writing, as soon as practicable of —
  - damage to the premises; and
  - a breakdown of facilities, fixtures, furniture or equipment supplied by the rental provider.
- The rental provider must carry out non-urgent repairs in reasonable time.
- The renter may apply to VCAT for an order requiring the rental provider to do the repairs if the rental provider has not carried out the repairs within 14 days of receiving notice of the need for repair.

## 27. Assignment or sub-letting

### The renter:

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

### The rental provider:

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

## 28. Rent

- The rental provider must give the renter at least 60 days written notice of a proposed rent increase
- Rent cannot be increased more than once every 12 months.
- If the rental provider or agent does not provide a receipt for rent, then renter may request a receipt.
- The rental provider must not increase the rent under a fixed term agreement unless the agreement provides for an increase by specifying the amount of increase or the method of calculating the rent increase.

## 29. Access and entry

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

## 30. Pets

- The renter must seek consent from the rental provider before keeping a pet on the premises.
- The rental provider must not unreasonably refuse a request to keep a pet.

**31. Additional terms (if any)**

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

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

- 1. \*\*All documents are sent to Renter/s by email. The email address' listed above will be used for the service of documents. If Renter/s request a document to be printed and supplied, they will incur a charge of \$4.40 per document.\*\*\***

**Renter Acknowledgement**

1. *Shelley Thompson viewed and acknowledged at Thu, 02/11/2023 17:55 from device: iOS 16.7.1 iPhone Mobile Safari 16.6*

## **2. Breaking Lease or Change of Renter/s**

32. In the event of the rental agreement being broken by the said renter/s, it is understood and agreed that the rental provider is to be reimbursed a pro rata letting fee plus GST. This charge is compensation to the rental provider for re-letting the premises prior to the expiration of the fixed term rental period. At the time of vacating the premises the renter/s is to continue paying rent to the agent until the termination of the rental agreement, or until a suitable new renter has taken possession of the premises. The renter/s shall also reimburse the rental provider for any advertising costs involved in relating of the said premises. The pro rata letting fee is calculated upon the initial letting fee that the rental provider paid to the agency upon leasing the property to the said renter/s and will incur GST. This fee is in accordance with the REIV Managing Authority.

32.1 The renter/s agree that in the event of a relationship breakdown between parties to a tenancy, One Agency Latrobe Valley will not intervene or mediate between the parties.

32.2 The renter/s agrees that no change over of the tenancy or occupation will occur without the rental provider / agent's prior written consent. It is hereby agreed and understood by all renter/s that should any party vacate the premises during this tenancy, then the remaining occupant/s of the property shall be fully responsible for the rent payments and compliance of the terms and conditions of the rental agreement.

### **Rental Arrears**

33. In the event rent payable is 15 days or more in arrears then you will be served a Notice to Vacate the premises and 7 days later we will make application to Victoria Civil Administrative Tribunal for vacant possession of the property and full payment of rent arrears. The renter/s is to reimburse the rental provider the application costs and registered post costs for lodging the application and any subsequent state government fees.

### **Repairs and Maintenance**

34. All maintenance requests are to be reported in writing to the agent. Renter/s are to provide their name, address, contact numbers and the details of the repair / fault, together with access arrangements to the property.

34.1 Renter/s will not withhold rent 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 to the renter/s from remedying damages will be the renter/s responsibility, unless such work is authorised by the agent previously or it is classified as an urgent repair.

34.2 If a tradesperson / service provider is required to fix a repair caused by the renter/s, the cost of such repair will be paid by the renter/s. In the event of a tradesperson / service provider being sent to the property to carry out repairs and;

(a) no fault can be found the renter/s shall be liable for the service call charge and;

(b) If an arrangement has been made with the renter/s for a

tradesperson / service provider to call to the property at a particular time and they cannot gain access, the renter/s shall be liable for the service call out charge.

34.3 The ignition and pilot lighting of all gas / electric amenities connected to the property (HWS, heater and stove etc) are the responsibility of the renter/s. If the renter/s require a gasfitter or electrician to attend the property to perform this task, the cost will be borne by the renter/s. This office does not organise maintenance for this task, however, if there are problems other than initial ignition before they proceed with further repairs the renter/s or tradesperson are required to contact this office to obtain approval.

34.4 In the event of a dishwasher, washing machine, air-conditioner, dryer and / or incinerators being let with the property, the renter/s agree to incur all associated maintenance and repair costs if it is proved that the damage was caused by the renter/s misuse.

### **Smoking**

35. All One Agency Latrobe Valley properties are smoke free indoor environments. The renter/s and renter/s visitors acknowledge that they are not to smoke any substance inside the home. Any smoke damage to the property caused by the renter/s is to be remedied. This may include, but not limited to, professional washing or repainting of walls, professional cleaning of soft furnishings, professional deodorising treatment or replacement of stained fixtures and fittings.

### **Periodic / Routine Inspections**

36. The renter/s agree that the first periodic / routine inspection will be conducted during the fourth month of the tenancy and then approximately every six months thereafter. This inspection will be carried out by a member of the property management department, the rental provider will be advised of any maintenance and the condition / standard the property is being kept in. I also agree that photos may be taken at this inspection of any relevant items that pertain to the property such as, but not limited to, maintenance items.

### **Contact Details**

37. The renter/s agree to notify the agent immediately of any change in any contact details including private / business / mobile telephone numbers, email addresses and changes in occupation.

### **Vehicles and Parking**

38. The renter/s shall not park or allowed to be parked, vehicles on the premises which leak oil unless a suitable oil tray is used beneath the oil leak. Cars are not to be driven or parked on any lawn or garden area and visitor's cars are not permitted on the premises (only applicable to flats and units).

38.1 The renter/s agree to be fully responsible for the removal of motorcycle, car or boat spare parts or bodies or any other equipment used to fully reinstate the premises or the land or common property on which it is situated to the original condition forthwith.

### **Swimming Pools**

39. If a swimming pool is located on the premises the renter/s acknowledge that the renter/s is responsible for the safety of all persons using the swimming pool or entering the property. The renter/s also acknowledge that the rental provider is responsible for the maintenance of the said swimming pool for the duration of the tenancy. Should the renter/s supply their own pool at the property, it is at the liability of the renter/s. Prior consent must be sought from One Agency Latrobe Valley in writing. The renter/s must comply with all relevant council / government regulations with respect to pool barrier fencing.

### **Access to the Property**

40. If the renter/s require access to the property, outside normal business hours due to mislaid or lost keys, the renter/s must organise a locksmith to gain access and incur this cost themselves. Should a staff member of One Agency Latrobe Valley be required after hours to supply the renter/s with a copy of the key, a \$50 fee will be incurred by the renter/s. One Agency Latrobe Valley may use their discretion in such instances and reserve the right to decline the after-hours call out.

### **Vacating the Property**

41. The renter/s shall make final inspection arrangements with the property manager. Leaving keys with neighbours, in letterboxes or posting them is not acceptable. The agent can refuse the keys on the premises if the premises are not in the same condition as when originally tenanted taking fair wear and tear into consideration. The renter/s shall keep paying rent on the property until the keys are accepted by the property manager. Keys are not to be returned to this office until the exit inspection has been conducted and found to be satisfactory. The renter/s must agree to continue paying rent until all matters have been completed satisfactorily or a VCAT application has been made.

41.1 At the property managers discretion a pre-vacating inspection may be required.

41.2 The renter/s shall ensure that all carpets are professionally cleaned, a copy of the steam cleaning invoice will need to be provided for the agency records. Please be aware that a hired carpet cleaning machine does not meet the requirements of professionally cleaned. If your chosen carpet cleaner does not make professional industry accreditation, we reserve the right to have the carpet re-cleaned by an industry professional at your cost.

41.3 The renter/s is advised that professional cleaning has been carried out to the premises immediately before the start of this tenancy agreement. The renter must have the rented premises professionally cleaned upon vacating the premises or pay the cost of having the rented premises professional cleaned.

I/We agree that I/We have read all the special conditions numbered 1 – 41.3 contained herein and agree to abide by all the rules and regulations stated in this signed contract.



## Property Disclosures

This section contains important disclosures from your Rental Provider about the rented premises:

### Embedded Electricity Network

Is the electricity supplied to the property from an embedded electricity network?

(An embedded electricity network is a privately owned and managed electricity network that may often supply all premises within a specific area or building and connect to the national electric grid through a parent connection point.)

If electricity is supplied to the premises via an embedded electricity network, you must provide further information below about the network operator as it is required to be provided to the Renter.

Please provide the trading name, ABN and contact details (including phone number and website) of any embedded electricity network provider that is applicable to this property.

☐ Yes ☒ No

Comments

-

### Intention to Sell

Has an agent been engaged to sell the property, a contract of sale prepared or an ongoing proposal to sell the property?

If yes, please provide details below.

☒ Yes ☐ No

Comments

-

### Homicide

Are the premises or common property known to have been the location of a homicide in the last 5 years?

☐ Yes ☒ No

Comments

-

## Drug Contamination

Are the premises known to be contaminated because of prior use of the premises for the trafficking or cultivation of a drug of dependence in the last 5 years?

☐ Yes ☒ No

Comments

-

## Mould or Dampness

In the last 3 years, has the premises been subject to a repair notice relating to mould or damp in the premises caused by or related to the building structure?

☐ Yes ☒ No

Comments

-

## Safety Checks

Has the premises had the required gas safety check, electrical safety check and pool barrier compliance check (if applicable) carried out?  
If they have been carried out, please provide the dates of the latest applicable checks below.

☒ Yes ☐ No

Comments

-

## Safety Check Recommendations

Are there any outstanding recommendations for work to be completed at the premises from a gas safety check and electrical safety check?

☐ Yes ☒ No

Comments

-

## Asbestos

Are the premises known to have friable or non-friable asbestos based on an inspection by a suitably qualified person?

☐ Yes ☒ No

Comments

-

## Building/Planning Permit

Are the premises known to be affected by a building or planning application that has been lodged with the relevant authority?

☐ Yes ☒ No

Comments

-

## Building Work Dispute

Is there a current domestic building work dispute under the Domestic Building Contracts Act 1995 which applies to or affects the premises?

☐ Yes ☒ No

Comments

-

## OC Dispute

Is there a current dispute under Part 10 of the Owners Corporations Act 2006 which applies to or affects the premises?

☐ Yes ☒ No

Comments

-

## Building Defects/Safety Concerns

Are the premises or common property the subject of any notice, order, declaration, report or recommendation issued by a relevant building surveyor, municipal building surveyor, public authority or government department relating to any building defects or safety concerns associated with the rented premises or common property at the time of disclosure?  
If yes, please provide further details and a description of the notice, order, declaration, report or recommendation below.

☐ Yes ☒ No

Comments

-

## Heritage Register

Are the premises considered a registered place?  
Registered Place meaning, a place included in the Heritage Register within the meaning of section 3(1) of the Heritage Act 2017.

☐ Yes ☒ No

Comments

-

## Minimum Standards

Do the premises comply with the rental minimum standards?  
The rental minimum standards are new regulations that came into effect on the 29th March 2021 and all rented premises must comply with important requirements relating to amenity, safety and privacy. Rental providers have a duty to ensure their property meets these standards.  
Information on the specific requirements of the minimum standards can be found on the Consumer Affairs website (<https://www.consumer.vic.gov.au/housing/renting/changes-to-renting-laws/resources-for-practitioners/fact-sheet-26-rental-minimum-standards>).  
If the premises does not meet any of the requirements, please provide details below.

☒ Yes ☐ No

Comments

-

## Right To Let the Premises

Are you the owner of the property?

If you are not, please advise the specifics of your rights to let the property on the owners behalf.

☒ Yes ☐ No

Comments

-

## Mortgagee Possession

Has a mortgagee commenced a proceeding to enforce a mortgage over the property or taking action for possession of the property?

☐ Yes ☒ No

Comments

-

### Renter Acknowledgement

1. Shelley Thompson viewed and acknowledged at Thu, 02/11/2023 23:12 from device: iOS 16.7.1 iPhone Mobile Safari 16.6

## Privacy Collection Notice

As professional property managers **UCX Realty Pty Ltd T/A One Agency Latrobe Valley** collects personal information about you. To ascertain what personal information we have about you, you can contact us on: 03 5174 2740

### Primary Purpose

As professional property managers, **UCX Realty Pty Ltd T/A One Agency Latrobe Valley** collect your personal information to assess the risk in providing you with the lease / tenancy of the **Premises** you have requested, and if the risk is considered acceptable, to provide you with the lease / tenancy of the **Premises**.

To carry out this role, and during the term of your tenancy, we usually disclose your personal information to:

- The **Rental Provider**
- The **Rental Provider's** lawyers
- The **Rental Provider's** mortgagee
- Referees you have nominated
- Organisations / Tradespeople required to carry out maintenance to the **Premises**
- Third party organisations required to provide **UCX Realty Pty Ltd T/A One Agency Latrobe Valley** services
- Rental Bond Authorities
- Residential Tenancy Tribunals / Courts
- Collection Agents
- National Tenancy Database (National Tenancy Database is a division of Equifax Pty Ltd) for purposes of checking an applicant's tenancy history.  
The database operator can be contacted for information on the service or to request a copy of the data held via email at [info@tenancydatabase.com.au](mailto:info@tenancydatabase.com.au) or by submitting the request form on their website at the following address  
<https://www.tenancydatabase.com.au/contact-us>
- Other Real Estate Agents, **Rental Providers** and Valuers

### Secondary Purpose

**UCX Realty Pty Ltd T/A One Agency Latrobe Valley** also collect your personal information to:

- Enable us, or the **Rental Provider's** lawyers, to prepare the lease / tenancy documents for the **Premises**.

- Allow organisations / tradespeople to contact you in relation to maintenance matters relating to the **Premises**.
- Pay / release rental bonds to / from Rental Bond Authorities (where applicable).
- Refer to Tribunals, Courts and Statutory Authorities (where necessary).
- Refer to Collection Agent / Lawyers (where default / enforcement action is required).
- Provide confirmation details for organisations contacting us on your behalf i.e. Banks, Utilities (Gas, Electricity, Water, Phone), Employers, etc.

If your personal information is not provided to us and you do not consent to the uses to which we put your personal information, **UCX Realty Pty Ltd T/A One Agency Latrobe Valley** cannot properly assess the risk to our client, or carry out our duties as professional property managers. Consequently, we then cannot provide you with the lease / tenancy of the **Premises**. You also acknowledge that our related financial services company may contact you from time to time to explain other services that this company may be able to provide.

Our privacy policy contains information about how you may access the personal information we hold about you, including information about how to seek correction of such information. We are unlikely to disclose any of your personal information to overseas recipients.

The **UCX Realty Pty Ltd T/A One Agency Latrobe Valley** privacy policy contains information about how you may complain about an alleged breach of the Australian Privacy Principles, and how we will deal with such a complaint.

The **UCX Realty Pty Ltd T/A One Agency Latrobe Valley** privacy policy can be viewed without charge on the **UCX Realty Pty Ltd T/A One Agency Latrobe Valley** website; or contact your local **UCX Realty Pty Ltd T/A One Agency Latrobe Valley** office and we will send or email you a free copy.

### Disclaimer

**UCX Realty Pty Ltd T/A One Agency Latrobe Valley** its directors partners employees and related entities responsible for preparing this **Agreement** believe that the information contained in this **Agreement** is up to date and correct. However no representation or warranty of any nature can be given intended or implied and the **Rental Provider** and the **Renter** should rely on their own enquiries as to the accuracy of any

information or material incorporated in this **Agreement**. The law is subject to change without notice and terms and conditions in this **Agreement** may be amended as a result. **UCX Realty Pty Ltd T/A One Agency Latrobe Valley** disclaims all liability and responsibility including for negligence for any direct or indirect loss or damage suffered by any person arising out of any use and/or reliance on this **Agreement** or any information incorporated in it.

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## Signatures

This agreement is made under the Act.

Before signing you must read **Part D – Rights and obligations** of this form.

## Rental Provider

Rental Provider : **Thermawood Melbourne Inner North PTY LTD**



Signed at Fri, 03/11/2023 06:53 , from device: iOS 15.6.1 iPhone Mobile Safari 15.6.1

Signed by **Joel Smith**

## Renter(s)

Renter : **Shelley Thompson**



Signed at Thu, 02/11/2023 23:13 , from device: iOS 16.7.1 iPhone Mobile Safari 16.6

## AUDIT TRAIL

### Shelley Thompson (Renter)

- Thu, 02/11/2023 17:45 - Shelley Thompson clicked 'start' button to view the Residential Rental Agreement (iOS 16.7.1 iPhone Mobile Safari 16.6, IP: 180.150.38.1)
- Thu, 02/11/2023 23:10 - Shelley Thompson clicked 'start' button to view the Residential Rental Agreement (iOS 16.7.1 iPhone Mobile Safari 16.6, IP: 180.150.38.1)
- Thu, 02/11/2023 23:13 - Shelley Thompson stamped saved signature the Residential Rental Agreement (iOS 16.7.1 iPhone Mobile Safari 16.6, IP: 180.150.38.1)
- Thu, 02/11/2023 23:13 - Shelley Thompson submitted the Residential Rental Agreement (iOS 16.7.1 iPhone Mobile Safari 16.6, IP: 180.150.38.1)

### Joel Smith (Rental Provider)

- Fri, 03/11/2023 06:52 - Joel Smith clicked 'start' button to view the Residential Rental Agreement
- Fri, 03/11/2023 06:53 - Joel Smith stamped saved signature the Residential Rental Agreement
- Fri, 03/11/2023 06:53 - Joel Smith submitted the Residential Rental Agreement



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AGREEMENT END

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**UCX Realty Pty Ltd T/A One  
Agency Latrobe Valley**  
14C Hotham Street,  
Traralgon, VIC 3844

P: 03 5174 2740  
ABN: 75 630 881 195



# Residential Rental Agreement

for

4/28 Elgin St, Morwell VIC 3840

This agreement is between **Thermawood Melbourne Inner North PTY LTD**  
and **Joshua Collier, Jasmine Watson.**

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# Residential Rental Agreement of no more than 5 years

*Residential Tenancies Act 1997 Section 26(1)*

Regulation 10(1)

## Part A - General

This agreement is between the residential rental provider (rental provider) and the renter listed on this form.

### 1. Date of agreement

This is the date the agreement is signed

Sat 18/11/2023

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

### 2. Premises let by the rental provider

Address of premises

4/28 Elgin St, Morwell VIC

Postcode 3840

### 3. Rental provider details

Full name or company  
name of rental  
provider

Thermawood Melbourne Inner North PTY LTD

Address (if no agent is  
acting for the rental  
provider)

Postcode

Phone number

ACN (if applicable)

Email address

#### Rental provider's agent details (if applicable)

Full name

UCX Realty Pty Ltd T/A One Agency Latrobe Valley

Address

14C Hotham Street, Traralgon, VIC

Postcode 3844

Phone number

03 5174 2740

ACN (if applicable)

630 881 195

Email address

christal@oneagencylv.com.au

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

#### 4. Renter details

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

Full name of **renter 1**

Joshua Collier

Current Address:

14 St George Terrace, Morwell VIC

**Postcode** 3840

Phone number:

0434371988

Email:

joshuacollier0401@gmail.com

Full name of **renter 2**

Jasmine Watson

Current Address:

14 St George Terrace, Morwell VIC

**Postcode** 3840

Phone number:

0439246655

Email:

jasminewatson12@outlook.com

Full name of **renter 3**

Current Address:

**Postcode**

Phone number:

Email:

Full name of **renter 4**

Current Address:

**Postcode**

Phone number:

Email:

---

#### 5. Length of the agreement



Fixed term agreement

Start date

Fri 24/11/2023

End date

Sat 23/11/2024

(this is the date the agreement starts  
and you may move in)



Periodic agreement  
(monthly)

Start date

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

---

**6. Rent**

Rent amount(\$) (payable in advance)	<input type="text" value="1651.20"/>
To be paid per	<input type="checkbox"/> week <input type="checkbox"/> fortnight <input checked="" type="checkbox"/> calendar month
Day rent is to be paid (e.g. each Thursday or the 11th of each month)	<input type="text" value="24th day of each month"/>
Date first rent payment due	<input type="text" value="Fri 24/11/2023"/>

---

**7. Bond**

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

Unless the rent is greater than \$900 (per week), the maximum bond is one month's rent. In some cases, the rental provider may ask the Victorian Civil and Administrative Tribunal (VCAT) to increase this limit. The rental provider or their agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA). The bond must be lodged within 10 business days after receiving payment. The RTBA will send the renter a receipt for the bond.

If the renter does not receive a receipt within 15 business days from when they paid the bond, they may — email [rtba@justice.vic.gov.au](mailto:rtba@justice.vic.gov.au), or call the RTBA on 1300 13 71 64

Rental bond amount(\$)	<input type="text" value="1651"/>
Date bond payment due	<input type="text" value="Fri 24/11/2023"/>

**Part B – Standard terms**

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**8. Rental provider's preferred method of rent payment**

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

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

(Rental provider to tick permitted methods of rent payment)

<input type="checkbox"/> direct debit	<input checked="" type="checkbox"/> bank deposit	<input type="checkbox"/> cash	<input type="checkbox"/> cheque	<input type="checkbox"/> money order	<input type="checkbox"/> BPay
<input type="checkbox"/> other electronic form of payment, including Centrepay	<input type="text"/>				

Payment details (if applicable)

BSB:	633 000
Account:	165 031 378
Account name:	UCX Realty Pty Ltd Rental Trust
Bank Reference:	TEN00238

Fees

0.00
------

9. Service of notices and other documents by electronic methods

Electronic service of documents must be in accordance with the requirements of the ***Electronic Transactions (Victoria) Act 2000***.

Just because someone responds to an email or other electronic communications does not mean they have consented to the service of notices and other documents by electronic methods.

The rental provider and renter must notify the other party in writing if they no longer wish to receive notices or other documents by electronic methods.

The rental provider and renter must immediately notify the other party in writing if their contact details change.

9.1 Does the rental provider agree to the service of notices and other documents by electronic methods such as email?

The rental provider must complete this section before giving the agreement to the renter.

(Rental provider to tick as appropriate)

<input checked="" type="checkbox"/> Yes	Christal Crosdale: christal@oneagencylv.com.au
<input type="checkbox"/> No	

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

(Renter to tick as appropriate)

<b>Renter 1</b> <input checked="" type="checkbox"/> Yes	Joshua Collier: joshuacollier0401@gmail.com
<input type="checkbox"/> No	

<b>Renter 2</b> <input checked="" type="checkbox"/> Yes	Jasmine Watson: jasminewatson12@outlook.com
<input type="checkbox"/> No	

<b>Renter 3</b> <input type="checkbox"/> Yes	
<input type="checkbox"/> No	

Renter 4 ☐ Yes

☐ No

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## 10. Urgent repairs

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

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

Details of person the renter should contact for an urgent repair  
(rental provider to insert details)

Emergency contact name

One Agency Latrobe Valley

Emergency phone number

03 5174 2740

Emergency email address

christal@oneagencylv.com.au

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## 11. Professional cleaning

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

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

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

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## 12. Owners corporation

Do owners corporation rules apply to the premises?

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

(Rental provider to tick as appropriate)

☒ No

☐ Yes

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### 13. Condition report

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

(rental provider to tick as appropriate)

- ☐ The condition report has been provided
- ☒ The condition report will be provided to the renter on or before the date the agreement starts

## Part C – Safety related activities

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### 14 Electrical safety activities

- (a) The rental provider must ensure an electrical safety check of all electrical installations, appliances and fittings provided by a rental provider in the rented premises is conducted every 2 years by a licensed or registered electrician and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
- (b) If an electrical safety check of the rented premises has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange an electrical safety check as soon as practicable.

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### 15 Gas safety activities

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

- (a) The rental provider must ensure that a gas safety check of all gas installations and fittings in the rented premises is conducted every 2 years by a licensed or registered gasfitter and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
- (b) If a gas safety check has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange a gas safety check as soon as practicable.

---

### 16 Smoke alarm safety activities

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



smoke alarm in the rented premises is not in working order.

**Note:** Regulations made under the **Building Act 1993** require smoke alarms to be installed in all residential buildings.

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### 17 Swimming pool barrier safety activities

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

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

### 18 Relocatable pool safety activities

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

- (a) The renter must not erect a relocatable swimming pool without giving written notice to the rental provider before erecting the pool.
- (b) The renter must obtain any necessary approvals before erecting a relocatable swimming pool.

**Note:** Regulations made under **Building Act 1993** apply to any person erecting a relocatable swimming pool. This safety-related activity only applies to swimming pools or spas that hold water deeper than 300 mm.

---

### 19 Bushfire prone area activities

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

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

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

## Part D – Rights and obligations

This is a summary of selected rights and obligations of **renters** and **rental providers** under the Act.

Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.

For more information, visit [consumer.vic.gov.au/renting](https://consumer.vic.gov.au/renting).

## 20. Use of the premises

### The renter:

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

## 21. Condition of the premises

### The rental provider:

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

### The renter:

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

## 22. Modifications

### The renter:

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

### The rental provider:

- must not unreasonably refuse consent for certain modifications.

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

## 23. Locks

- The rental provider must ensure the premises has:
  - locks to secure all windows capable of having a lock, and
  - has deadlocks (a deadlock is a deadlatch with at least one cylinder) for external doors that are able to be secured with a functioning deadlock; and
  - meets the rental minimum standards for locks and window locks.
- External doors which are not able to be secured with a functioning deadlock must at least be fitted with a locking device that—
  - is operated by a key from the outside; and
  - may be unlocked from the inside with or without a key
- The renter must obtain consent from the rental provider to change a lock in the master key system.
- The rental provider must not unreasonably refuse consent for a renter seeking to change a lock in the master key system.
- The rental provider must not give a key to a person excluded from the premises under a:
  - a family violence intervention order; or
  - a family violence safety notice; or
  - a recognised non-local DVO; or
  - personal safety intervention order.

## 24. Repairs

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

## 25. Urgent repairs

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

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

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

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

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

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

## 26. Non-urgent repairs

- The renter must notify the rental provider, in writing, as soon as practicable of —
  - damage to the premises; and
  - a breakdown of facilities, fixtures, furniture or equipment supplied by the rental provider.
- The rental provider must carry out non-urgent repairs in reasonable time.
- The renter may apply to VCAT for an order requiring the rental provider to do the repairs if the rental provider has not carried out the repairs within 14 days of receiving notice of the need for repair.

## 27. Assignment or sub-letting

### The renter:

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

### The rental provider:

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

## 28. Rent

- The rental provider must give the renter at least 60 days written notice of a proposed rent increase
- Rent cannot be increased more than once every 12 months.
- If the rental provider or agent does not provide a receipt for rent, then renter may request a receipt.
- The rental provider must not increase the rent under a fixed term agreement unless the agreement provides for an increase by specifying the amount of increase or the method of calculating the rent increase.

## 29. Access and entry

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

## 30. Pets

- The renter must seek consent from the rental provider before keeping a pet on the premises.
- The rental provider must not unreasonably refuse a request to keep a pet.

### 31. Additional terms (if any)

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

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

- 1. \*\*All documents are sent to Renter/s by email. The email address' listed above will be used for the service of documents. If Renter/s request a document to be printed and supplied, they will incur a charge of \$4.40 per document.\*\*\***

#### Renter Acknowledgement

- 1. Joshua Collier viewed and acknowledged at Fri, 17/11/2023 19:05 from device: iOS 16.1.1 iPhone Mobile Safari 16.1*
- 2. Jasmine Watson viewed and acknowledged at Fri, 17/11/2023 18:54 from device: iOS 16.3.1 iPhone Mobile Safari 16.3*

## **2. Breaking Lease or Change of Renter/s**

32. In the event of the rental agreement being broken by the said renter/s, it is understood and agreed that the rental provider is to be reimbursed a pro rata letting fee plus GST. This charge is compensation to the rental provider for re-letting the premises prior to the expiration of the fixed term rental period. At the time of vacating the premises the renter/s is to continue paying rent to the agent until the termination of the rental agreement, or until a suitable new renter has taken possession of the premises. The renter/s shall also reimburse the rental provider for any advertising costs involved in relating of the said premises. The pro rata letting fee is calculated upon the initial letting fee that the rental provider paid to the agency upon leasing the property to the said renter/s and will incur GST. This fee is in accordance with the REIV Managing Authority.

32.1 The renter/s agree that in the event of a relationship breakdown between parties to a tenancy, One Agency Latrobe Valley will not intervene or mediate between the parties.

32.2 The renter/s agrees that no change over of the tenancy or occupation will occur without the rental provider / agent's prior written consent. It is hereby agreed and understood by all renter/s that should any party vacate the premises during this tenancy, then the remaining occupant/s of the property shall be fully responsible for the rent payments and compliance of the terms and conditions of the rental agreement.

### **Rental Arrears**

33. In the event rent payable is 15 days or more in arrears then you will be served a Notice to Vacate the premises and 7 days later we will make application to Victoria Civil Administrative Tribunal for vacant possession of the property and full payment of rent arrears. The renter/s is to reimburse the rental provider the application costs and registered post costs for lodging the application and any subsequent state government fees.

### **Repairs and Maintenance**

34. All maintenance requests are to be reported in writing to the agent. Renter/s are to provide their name, address, contact numbers and the details of the repair / fault, together with access arrangements to the property.

34.1 Renter/s will not withhold rent 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 to the renter/s from remedying damages will be the renter/s responsibility, unless such work is authorised by the agent previously or it is classified as an urgent repair.

34.2 If a tradesperson / service provider is required to fix a repair caused by the renter/s, the cost of such repair will be paid by the renter/s. In the event of a tradesperson / service provider being sent to the property to carry out repairs and;

(a) no fault can be found the renter/s shall be liable for the service call charge and;

(b) If an arrangement has been made with the renter/s for a

tradesperson / service provider to call to the property at a particular time and they cannot gain access, the renter/s shall be liable for the service call out charge.

34.3 The ignition and pilot lighting of all gas / electric amenities connected to the property (HWS, heater and stove etc) are the responsibility of the renter/s. If the renter/s require a gasfitter or electrician to attend the property to perform this task, the cost will be borne by the renter/s. This office does not organise maintenance for this task, however, if there are problems other than initial ignition before they proceed with further repairs the renter/s or tradesperson are required to contact this office to obtain approval.

34.4 In the event of a dishwasher, washing machine, air-conditioner, dryer and / or incinerators being let with the property, the renter/s agree to incur all associated maintenance and repair costs if it is proved that the damage was caused by the renter/s misuse.

### **Smoking**

35. All One Agency Latrobe Valley properties are smoke free indoor environments. The renter/s and renter/s visitors acknowledge that they are not to smoke any substance inside the home. Any smoke damage to the property caused by the renter/s is to be remedied. This may include, but not limited to, professional washing or repainting of walls, professional cleaning of soft furnishings, professional deodorising treatment or replacement of stained fixtures and fittings.

### **Periodic / Routine Inspections**

36. The renter/s agree that the first periodic / routine inspection will be conducted during the fourth month of the tenancy and then approximately every six months thereafter. This inspection will be carried out by a member of the property management department, the rental provider will be advised of any maintenance and the condition / standard the property is being kept in. I also agree that photos may be taken at this inspection of any relevant items that pertain to the property such as, but not limited to, maintenance items.

### **Contact Details**

37. The renter/s agree to notify the agent immediately of any change in any contact details including private / business / mobile telephone numbers, email addresses and changes in occupation.

### **Vehicles and Parking**

38. The renter/s shall not park or allowed to be parked, vehicles on the premises which leak oil unless a suitable oil tray is used beneath the oil leak. Cars are not to be driven or parked on any lawn or garden area and visitor's cars are not permitted on the premises (only applicable to flats and units).

38.1 The renter/s agree to be fully responsible for the removal of motorcycle, car or boat spare parts or bodies or any other equipment used to fully reinstate the premises or the land or common property on which it is situated to the original condition forthwith.

### **Swimming Pools**

39. If a swimming pool is located on the premises the renter/s acknowledge that the renter/s is responsible for the safety of all persons using the swimming pool or entering the property. The renter/s also acknowledge that the rental provider is responsible for the maintenance of the said swimming pool for the duration of the tenancy. Should the renter/s supply their own pool at the property, it is at the liability of the renter/s. Prior consent must be sought from One Agency Latrobe Valley in writing. The renter/s must comply with all relevant council / government regulations with respect to pool barrier fencing.

### **Access to the Property**

40. If the renter/s require access to the property, outside normal business hours due to mislaid or lost keys, the renter/s must organise a locksmith to gain access and incur this cost themselves. Should a staff member of One Agency Latrobe Valley be required after hours to supply the renter/s with a copy of the key, a \$50 fee will be incurred by the renter/s. One Agency Latrobe Valley may use their discretion in such instances and reserve the right to decline the after-hours call out.

### **Vacating the Property**

41. The renter/s shall make final inspection arrangements with the property manager. Leaving keys with neighbours, in letterboxes or posting them is not acceptable. The agent can refuse the keys on the premises if the premises are not in the same condition as when originally tenanted taking fair wear and tear into consideration. The renter/s shall keep paying rent on the property until the keys are accepted by the property manager. Keys are not to be returned to this office until the exit inspection has been conducted and found to be satisfactory. The renter/s must agree to continue paying rent until all matters have been completed satisfactorily or a VCAT application has been made.

41.1 At the property managers discretion a pre-vacating inspection may be required.

41.2 The renter/s shall ensure that all carpets are professionally cleaned, a copy of the steam cleaning invoice will need to be provided for the agency records. Please be aware that a hired carpet cleaning machine does not meet the requirements of professionally cleaned. If your chosen carpet cleaner does not make professional industry accreditation, we reserve the right to have the carpet re-cleaned by an industry professional at your cost.

41.3 The renter/s is advised that professional cleaning has been carried out to the premises immediately before the start of this tenancy agreement. The renter must have the rented premises professionally cleaned upon vacating the premises or pay the cost of having the rented premises professional cleaned.

I/We agree that I/We have read all the special conditions numbered 1 – 41.3 contained herein and agree to abide by all the rules and regulations stated in this signed contract.



## Property Disclosures

This section contains important disclosures from your Rental Provider about the rented premises:

### Embedded Electricity Network

Is the electricity supplied to the property from an embedded electricity network?

(An embedded electricity network is a privately owned and managed electricity network that may often supply all premises within a specific area or building and connect to the national electric grid through a parent connection point.)

If electricity is supplied to the premises via an embedded electricity network, you must provide further information below about the network operator as it is required to be provided to the Renter.

Please provide the trading name, ABN and contact details (including phone number and website) of any embedded electricity network provider that is applicable to this property.

☐ Yes ☒ No

Comments

-

### Intention to Sell

Has an agent been engaged to sell the property, a contract of sale prepared or an ongoing proposal to sell the property?

If yes, please provide details below.

☒ Yes ☐ No

Comments

-

### Homicide

Are the premises or common property known to have been the location of a homicide in the last 5 years?

☐ Yes ☒ No

Comments

-

## Drug Contamination

Are the premises known to be contaminated because of prior use of the premises for the trafficking or cultivation of a drug of dependence in the last 5 years?

☐ Yes ☒ No

Comments

-

## Mould or Dampness

In the last 3 years, has the premises been subject to a repair notice relating to mould or damp in the premises caused by or related to the building structure?

☐ Yes ☒ No

Comments

-

## Safety Checks

Has the premises had the required gas safety check, electrical safety check and pool barrier compliance check (if applicable) carried out?  
If they have been carried out, please provide the dates of the latest applicable checks below.

☒ Yes ☐ No

Comments

-

## Safety Check Recommendations

Are there any outstanding recommendations for work to be completed at the premises from a gas safety check and electrical safety check?

☐ Yes ☒ No

Comments

-

## Asbestos

Are the premises known to have friable or non-friable asbestos based on an inspection by a suitably qualified person?

☐ Yes ☒ No

Comments

-

## Building/Planning Permit

Are the premises known to be affected by a building or planning application that has been lodged with the relevant authority?

☐ Yes ☒ No

Comments

-

## Building Work Dispute

Is there a current domestic building work dispute under the Domestic Building Contracts Act 1995 which applies to or affects the premises?

☐ Yes ☒ No

Comments

-

## OC Dispute

Is there a current dispute under Part 10 of the Owners Corporations Act 2006 which applies to or affects the premises?

☐ Yes ☒ No

Comments

-

## Building Defects/Safety Concerns

Are the premises or common property the subject of any notice, order, declaration, report or recommendation issued by a relevant building surveyor, municipal building surveyor, public authority or government department relating to any building defects or safety concerns associated with the rented premises or common property at the time of disclosure?  
If yes, please provide further details and a description of the notice, order, declaration, report or recommendation below.

☐ Yes ☒ No

Comments

-

## Heritage Register

Are the premises considered a registered place?  
Registered Place meaning, a place included in the Heritage Register within the meaning of section 3(1) of the Heritage Act 2017.

☐ Yes ☒ No

Comments

-

## Minimum Standards

Do the premises comply with the rental minimum standards?  
The rental minimum standards are new regulations that came into effect on the 29th March 2021 and all rented premises must comply with important requirements relating to amenity, safety and privacy. Rental providers have a duty to ensure their property meets these standards.  
Information on the specific requirements of the minimum standards can be found on the Consumer Affairs website (<https://www.consumer.vic.gov.au/housing/renting/changes-to-renting-laws/resources-for-practitioners/fact-sheet-26-rental-minimum-standards>).  
If the premises does not meet any of the requirements, please provide details below.

☒ Yes ☐ No

Comments

-

## Right To Let the Premises

Are you the owner of the property?

If you are not, please advise the specifics of your rights to let the property on the owners behalf.

☒ Yes ☐ No

Comments

-

## Mortgagee Possession

Has a mortgagee commenced a proceeding to enforce a mortgage over the property or taking action for possession of the property?

☐ Yes ☒ No

Comments

-

### Renter Acknowledgement

1. Joshua Collier viewed and acknowledged at Fri, 17/11/2023 19:05 from device: iOS 16.1.1 iPhone Mobile Safari 16.1
2. Jasmine Watson viewed and acknowledged at Fri, 17/11/2023 18:56 from device: iOS 16.3.1 iPhone Mobile Safari 16.3

## Privacy Collection Notice

As professional property managers **UCX Realty Pty Ltd T/A One Agency Latrobe Valley** collects personal information about you. To ascertain what personal information we have about you, you can contact us on: 03 5174 2740

### Primary Purpose

As professional property managers, **UCX Realty Pty Ltd T/A One Agency Latrobe Valley** collect your personal information to assess the risk in providing you with the lease / tenancy of the **Premises** you have requested, and if the risk is considered acceptable, to provide you with the lease / tenancy of the **Premises**.

To carry out this role, and during the term of your tenancy, we usually disclose your personal information to:

- The **Rental Provider**
- The **Rental Provider's** lawyers
- The **Rental Provider's** mortgagee
- Referees you have nominated
- Organisations / Tradespeople required to carry out maintenance to the **Premises**
- Third party organisations required to provide **UCX Realty Pty Ltd T/A One Agency Latrobe Valley** services
- Rental Bond Authorities
- Residential Tenancy Tribunals / Courts
- Collection Agents
- National Tenancy Database (National Tenancy Database is a division of Equifax Pty Ltd) for purposes of checking an applicant's tenancy history.  
The database operator can be contacted for information on the service or to request a copy of the data held via email at [info@tenancydatabase.com.au](mailto:info@tenancydatabase.com.au) or by submitting the request form on their website at the following address  
<https://www.tenancydatabase.com.au/contact-us>
- Other Real Estate Agents, **Rental Providers** and Valuers

### Secondary Purpose

**UCX Realty Pty Ltd T/A One Agency Latrobe Valley** also collect your personal information to:

- Enable us, or the **Rental Provider's** lawyers, to prepare the lease / tenancy documents for the **Premises**.

- Allow organisations / tradespeople to contact you in relation to maintenance matters relating to the **Premises**.
- Pay / release rental bonds to / from Rental Bond Authorities (where applicable).
- Refer to Tribunals, Courts and Statutory Authorities (where necessary).
- Refer to Collection Agent / Lawyers (where default / enforcement action is required).
- Provide confirmation details for organisations contacting us on your behalf i.e. Banks, Utilities (Gas, Electricity, Water, Phone), Employers, etc.

If your personal information is not provided to us and you do not consent to the uses to which we put your personal information, **UCX Realty Pty Ltd T/A One Agency Latrobe Valley** cannot properly assess the risk to our client, or carry out our duties as professional property managers. Consequently, we then cannot provide you with the lease / tenancy of the **Premises**. You also acknowledge that our related financial services company may contact you from time to time to explain other services that this company may be able to provide.

Our privacy policy contains information about how you may access the personal information we hold about you, including information about how to seek correction of such information. We are unlikely to disclose any of your personal information to overseas recipients.

The **UCX Realty Pty Ltd T/A One Agency Latrobe Valley** privacy policy contains information about how you may complain about an alleged breach of the Australian Privacy Principles, and how we will deal with such a complaint.

The **UCX Realty Pty Ltd T/A One Agency Latrobe Valley** privacy policy can be viewed without charge on the **UCX Realty Pty Ltd T/A One Agency Latrobe Valley** website; or contact your local **UCX Realty Pty Ltd T/A One Agency Latrobe Valley** office and we will send or email you a free copy.

### Disclaimer

**UCX Realty Pty Ltd T/A One Agency Latrobe Valley** its directors partners employees and related entities responsible for preparing this **Agreement** believe that the information contained in this **Agreement** is up to date and correct. However no representation or warranty of any nature can be given intended or implied and the **Rental Provider** and the **Renter** should rely on their own enquiries as to the accuracy of any

information or material incorporated in this **Agreement**. The law is subject to change without notice and terms and conditions in this **Agreement** may be amended as a result. **UCX Realty Pty Ltd T/A One Agency Latrobe Valley** disclaims all liability and responsibility including for negligence for any direct or indirect loss or damage suffered by any person arising out of any use and/or reliance on this **Agreement** or any information incorporated in it.

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## Signatures

This agreement is made under the Act.

Before signing you must read **Part D – Rights and obligations** of this form.

## Rental Provider

Rental Provider : **Thermawood Melbourne Inner North PTY LTD**



*Signed at Sat, 18/11/2023 11:30 , from device: iOS 15.6.1 iPhone Mobile Safari 15.6.1*

*Signed by **Joel Smith Thermawood Melbourne Inner North PTY LTD***

## Renter(s)

Renter 1: **Joshua Collier**



*Signed at Fri, 17/11/2023 19:07 , from device: iOS 16.1.1 iPhone Mobile Safari 16.1*

Renter 2: **Jasmine Watson**



*Signed at Fri, 17/11/2023 18:58 , from device: iOS 16.3.1 iPhone Mobile Safari 16.3*

## AUDIT TRAIL

### Joshua Collier (Renter)

Fri, 17/11/2023 19:03 - Joshua Collier clicked 'start' button to view the Residential Rental Agreement (iOS 16.1.1 iPhone Mobile Safari 16.1, IP: 101.173.92.197)

Fri, 17/11/2023 19:07 - Joshua Collier stamped saved signature the Residential Rental Agreement (iOS 16.1.1 iPhone Mobile Safari 16.1, IP: 101.173.92.197)



Fri, 17/11/2023 19:07 - Joshua Collier submitted the Residential Rental Agreement (*iOS 16.1.1 iPhone Mobile Safari 16.1, IP: 101.173.92.197*)

**Jasmine Watson (Renter)**

Fri, 17/11/2023 18:52 - Jasmine Watson clicked 'start' button to view the Residential Rental Agreement (*iOS 16.3.1 iPhone Mobile Safari 16.3, IP: 101.173.92.197*)

Fri, 17/11/2023 18:58 - Jasmine Watson stamped saved signature the Residential Rental Agreement (*iOS 16.3.1 iPhone Mobile Safari 16.3, IP: 101.173.92.197*)

Fri, 17/11/2023 18:58 - Jasmine Watson submitted the Residential Rental Agreement (*iOS 16.3.1 iPhone Mobile Safari 16.3, IP: 101.173.92.197*)

**Joel Smith Thermawood Melbourne Inner North PTY LTD (Rental Provider)**

Sat, 18/11/2023 11:29 - Joel Smith Thermawood Melbourne Inner North PTY LTD clicked 'start' button to view the Residential Rental Agreement

Sat, 18/11/2023 11:30 - Joel Smith Thermawood Melbourne Inner North PTY LTD stamped saved signature the Residential Rental Agreement

Sat, 18/11/2023 11:30 - Joel Smith Thermawood Melbourne Inner North PTY LTD submitted the Residential Rental Agreement

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**AGREEMENT END**

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Your Ref: 68850505-015-9  
Our Ref: P10739

12 May 2023

Adroit Conveyancing C/-  
Triconvey (Reseller) c/o  
LANDATA  
DX 250639  
MELBOURNE VIC

Dear Sir/Madam

**Building Act 1993  
Building Regulations 2018  
Regulation 51(1)**

**28 ELGIN STREET, MORWELL VIC 3840  
L 19 3 LP 1220 CT-7697/084**

With reference to your request received on 11 May 2023 for information relative to the above property under regulation 51(1), you are advised that no building permits and/or certificates have been issued in the preceding ten (10) years.

There are no current determinations made pursuant to regulation 64(1) or exemptions granted under regulation 231(2).

There are no current notices or orders issued against the property.

Should you require any further information, please do not hesitate to contact Ros Briant at the Morwell office on 5128 5719.

Yours faithfully



**CHRISTOPHER A WATSON**  
**Municipal Building Surveyor**

Your Ref: 68850505-016-6  
Our Ref: P10739

12 May 2023

Adroit Conveyancing C/-  
Triconvey (Reseller) c/o  
LANDATA  
DX 250639  
MELBOURNE VIC

Dear Sir/Madam

**Building Act 1993  
Building Regulations 2018  
Regulation 51(2)**

**28 ELGIN STREET, MORWELL VIC 3840  
L 19 3 LP 1220 CT-7697/084**

With reference to your request received on 11 May 2023 for information relative to the above property under Regulation 51(2), you are advised that the land:

- Is not in an area that is liable to flooding within the meaning of Regulation 5(2).
- Is in an area that is designated under Regulation 150 as an area in which buildings are likely to be subject to attack by termites.
- Is not in an area for which a bushfire attack level has been specified in a planning scheme.  
For a designated bushfire area property report, please refer to <http://services.land.vic.gov.au/landchannel/jsp/reports/ReportsIntro.jsp>.
- Is not in an area designated under Regulation 152 as likely to be subject to significant snowfalls.
- Is not designated land or designated works under Part 10 of the Water Act 1989.

Should you require any further information, please do not hesitate to contact Ros Briant at the Morwell office on 5128 5719.

Yours faithfully



**CHRISTOPHER A WATSON**  
**Municipal Building Surveyor**

# Property Clearance Certificate

## Land Tax



INFOTRACK / ADROIT CONVEYANCING

Your Reference:	23:2251
Certificate No:	74623775
Issue Date:	11 APR 2024
Enquiries:	SXS14

Land Address: UNIT 3, 28 ELGIN STREET MORWELL VIC 3840

Land Id	Lot	Plan	Volume	Folio	Tax Payable
17838856	19	1220	7697	84	\$285.58
	19	1220			

Vendor: THERMAWOOD MELBOURNE INNER NORTH PTY LTD  
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
THERMAWOOD MELBOURNE INNER N	2024	\$55,000	\$211.20	\$0.00	\$211.20

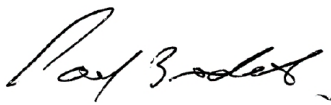
Comments: Land Tax will be payable but is not yet due - please see notes on reverse.

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
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Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
THERMAWOOD MELBOURNE INNER N	2023	\$74.38	\$0.00	\$74.38

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

  
Paul Broderick  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$185,000
SITE VALUE:	\$55,000
CURRENT LAND TAX CHARGE:	\$285.58



# Notes to Certificate - Land Tax

**Certificate No:** 74623775

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## Power to issue Certificate

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

## Amount shown on Certificate

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

## Land tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Apportioning or passing on land tax to a purchaser

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

## General information

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

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$500.00

Taxable Value = \$55,000

Calculated as \$500 plus ( \$55,000 - \$50,000) multiplied by 0.000 cents.

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## Land Tax - Payment Options

### BPAY



Billers Code: 5249  
Ref: 74623775

### Telephone & Internet Banking - BPAY®

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

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

### CARD



Ref: 74623775

### Visa or Mastercard

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

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

# Property Clearance Certificate

## Windfall Gains Tax



INFOTRACK / ADROIT CONVEYANCING

Your Reference:	23:2251
Certificate No:	74623775
Issue Date:	11 APR 2024

Land Address: UNIT 3, 28 ELGIN STREET MORWELL VIC 3840

Lot	Plan	Volume	Folio
19	1220	7697	84
19	1220		

Vendor: THERMAWOOD MELBOURNE INNER NORTH PTY LTD

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

Paul Broderick  
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:  
\$0.00



# Notes to Certificate - Windfall Gains Tax

Certificate No: 74623775

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Windfall gains tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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


## Passing on windfall gains tax to a purchaser

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

## General information

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

## Windfall Gains Tax - Payment Options

<p><b>BPAY</b></p> <div><div><p>Billers Code: 416073 Ref: 74623778</p></div></div> <p><b>Telephone &amp; Internet Banking - BPAY®</b></p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p><a href="http://www.bpay.com.au">www.bpay.com.au</a></p>	<p><b>CARD</b></p> <div><div><p>Ref: 74623778</p></div></div> <p><b>Visa or Mastercard</b></p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p><a href="http://sro.vic.gov.au/payment-options">sro.vic.gov.au/payment-options</a></p>	<p><b>Important payment information</b></p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
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