

OWNERS INSTRUCTION FORM

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

Rental Property		
Owners Full Names	ACN No ¹	
Address		
Contact Information	(H)	(B)
	(Fax)	(Holiday)
	(Mob)	E-mail
Emergency Contact	Name & Address	
	(H)	(B)

Note: A contact other than the owners of the rental property is required as an alternate source of instruction in the event of an emergency.

Banking	Bank	Branch
	BSB No. ²	Account No.
	Account Name	

Note: Rental statements are prepared and posted to the owners' address whilst all monies collected are directly credited to the above account.

Statement Instructions	As we require tenants to pay their rent monthly in advance, we prepare and send statements twice weekly for all rents that have been collected during the preceding week. If you own multiple properties, you may prefer a statement to be forwarded monthly and we would require your specific instruction to this effect. ³ Financial Year Summary Statements are forwarded to you at the end of every financial year.
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Owners Corporation Manager	Company	Phone
	Contact	Plan No.

Note: If the Body Corporate has amended the Standard Rules, a copy of those rules must be provided to the tenant in accordance with the provisions of the Subdivision Act.

Insurance	Apartment Insurer Name: <i>If you elect not to cover via enclosed SHA recommended policy form</i>
	Contents Policy No. - Certificate of currency to be provided to SHA
	Public Liability Policy No. - Certificate of currency to be provided to SHA
	We strongly suggest that the INDIVIDUAL rental property and its owners' potential liability are fully covered and that the level of cover is reviewed annually

¹ If the rental property is owned by a company, the ACN No. must be provided as it is required by the Residential Tenancies Tribunal on all documentation.

² This is an 6 digit number shown on your cheques and deposit forms

³ Please complete this instruction on Page 3

Repairs and Maintenance

It is a requirement of the *Residential Tenancies Act 1997* that all tenants are provided with a statement detailing whether or not the agent can carry out urgent repairs on behalf of the landlord and if so, up to what amount. The monetary limit for urgent repairs that can now be directly organised by the tenant has been increased to **\$1,000**.

I/We authorise our Portfolio Manager to spend \$1,000.00 on my/our behalf in the event of urgent repairs being required for my/our property.

\$1,000.00

We will always attempt to contact you in the event of any repairs that are required to the property. However, in the case of an urgent repair when you cannot be contacted, we will arrange for the work to be carried out by one of our team of qualified trades people.

I/We authorise our Portfolio Manager to spend on my/our behalf up to \$100.00 only for the purpose of minor maintenance items for my/our property.

\$100.00

If you have your own preferred trades people, please provide the following information: -

Tradesperson	Name	Telephone & Fax Nos.

Re-Leasing

Page 4 of this document sets out the requirements for gaining possession of your property with one reason being the end of a fixed term tenancy for which 90 days notice has to be given to the tenant. If you wish us to lease the property for a fixed term only, we require your specific instruction in (1)⁴ below.

Although there is no provision in the *Residential Tenancies Act 1997* to insist that a tenant enters into a further fixed term tenancy agreement after the initial agreement expires, it is our recommendation that tenants be encouraged to enter into a further fixed term tenancy agreement.

If you wish us to negotiate with your tenant on your behalf for further fixed term tenancy agreements we require your specific instruction in (3)⁵ below.

If you wish us to re-lease the property when it becomes available, we require your specific instruction in (2)⁶ below.

- (1) To only enter into one fixed term tenancy agreement and to terminate that tenancy on the agreement's expiry date.
- (2) To re-lease the property in the event of a vacancy.
- (3) To re-negotiate the lease with the tenant when the initial tenancy agreement expires.

Rental Payments and Arrears

The majority of tenants pay their rent on or before the due date. However, there are occasions when this does not occur and our actions at this time are as follows: -

- 3 days overdue – reminder notices are automatically forwarded to the tenant
- 7 days overdue – further arrears reminders are forwarded to the tenant (phone/email/SMS-Text/letter)
- 10 days overdue – the tenant is telephoned and advised that if payment in full is not received within 5 days, a 14 day Notice to Vacate the property will be served and an Application will be made to the Residential Tenancies Tribunal for a hearing.
- 15 days overdue – the above actions are carried out and a Warrant of Possession for the property is sought.

These actions are carried out automatically and are done to minimize the possibility of a loss of rent that could eventuate. No formal action for recovery of outstanding rent can be undertaken until the tenant is 14 days overdue with a rental payment.

⁴ Please tick the box

⁵ Please tick the box

⁶ Please tick the box

Residential Tenancies Tribunal Costs	The following costs are incurred in association with making applications to the Residential Tenancies Tribunal and terminating tenancies in accordance with the provisions of the <i>Residential Tenancies Act 1997</i> : -	
	Application fee for a hearing (Stamp Duty & subject to change)	\$34.20
	Serving Notices upon a tenant by registered post (inc. GST)	\$4.35
	Attendance at Residential Tenancies Tribunal hearings (inc. GST)	\$110.00
	Obtaining a Warrant of Possession (Government fee)	\$68.30

Agents Authority	<p>The Authority to Lease and Manage your property that you have already signed authorizes us to sign all tenancy agreements, sign and lodge Bond Lodgment forms with the RTBA on your behalf. If this is contrary to your needs, please contact us immediately.</p> <p>By signing this instruction form, you are authorizing us to select tenants, collect rents due, issue receipts for all money collected, exercise your right to terminate tenancy agreements and tenancies in accordance with the provisions of the <i>Residential Tenancies Act 1997</i>, serve relevant notices upon tenants subject to this Act and attend Tribunal hearings on your behalf whenever necessary.</p>
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Indemnity	<p>I agree to indemnify you, as the managing agent for any claims made for unpaid repairs or maintenance accounts authorized in accordance with my instructions. I also agree to fully reimburse any advertising expenses incurred in accordance with my instructions in the re-letting of the property.</p>
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Additional Instructions	<p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
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Signed	Sign by Client
Dated	