

Landlord's Pack

Totally
REAL
ESTATE



LANDLORD'S INSTRUCTIONS TO MANAGING AGENT

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

***Please Note: For proof of ownership, please provide a copy of Property Rates**

Rental Property		
Owner(s)		
Postal Address		
Contact	p)	m)
Email		
Emergency Contact		
	p)	m)
Company Name		
ACN (Must be provided if owned by company)	REAL ESTATE	
Bank Details	Account Name:	
	Bank:	Branch:
	BSB:	Account Number:
Solicitor	Firm:	Attn:
	Address:	
	p)	e)
Body Corporate	Company:	Attn:
	p)	Plan No.

INSURANCE DETAILS

We cannot recommend strongly enough that all Landlords insure their building and contents adequately, and ensure that they also have adequate public liability insurance. Please read through your existing policy thoroughly to ensure that you have the correct cover, as some building policies do not cover the building if the property is tenanted. Some policies do not cover the property if it is vacant. Please confirm with your body corporate manager (if applicable) the details of your insurance cover.

In addition to the above we recommend that all Landlords take up some form of Landlord's protection insurance. Most of these policies provide extra public liability insurance and cover the rent arrears and associated expenses – sometimes without an excess. They will also cover your contents i.e. carpets, window furnishings and light fittings (please note these items are not covered by building insurance).

I am / am not proceeding with the suggested Landlord's insurance (strike out whichever does not apply).

IF YOU WISH TO TAKE UP THE LANDLORD'S INSURANCE PLEASE SPECIFY BELOW WHICH COMPANY YOU HAVE CHOSEN – PLEASE ALSO PROVIDE A COPY FOR OUR RECORDS ANNUALLY AND UPON RENEWAL.

Building Insurer:

Policy Number:

Contents Insurer:

Policy Number:

Landlord's Insurer:

Policy Number:

Public Liability:

Policy Number:



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 is \$1800.00. Please advise us of the amount that we can be authorised for on your behalf, in the event of non urgent repairs being required for your property.

\$ _____

We will always attempt to contact you in the event of any repairs that are required for 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 tradespeople.

If you have your own preferred tradespeople, please provide the following information:

TRADE	NAME	CONTACT

ADDITIONAL EXPENSES/AUTHORITY TO MAKE PAYMENTS

(This incurs an additional cost – Please discuss this with your Property manager)

Totally Real Estate PTY LTD is able to arrange to pay expenses incurred from service providers attached to your investment property (via deduction from rental income), as well as handling all correspondence.

If you would like us to carry out these payments on your behalf please list below the relevant authorities/companies, and sign the attached Authority to Speak and Manage Accounts form.

Council Rates		City Of:
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Insurance Premiums		
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Body Corporate Levies		
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Water Rates		Provider Company:
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TOTALLY REAL ESTATE RENTAL ARREARS PROCESS

Standard Rental Arrears Process

Day 2 -	TENANT: Send SMS Message – Advise 2 days in arrears LANDLORD: Place call to advise of conversation
Day 4 -	TENANT: Please call – notification of Arrears – refer “Renting a Home” booklet LANDLORD: Place call to advise of formal notification of Arrears
Day 7 -	TENANT: Send formal notification, advise 7 days in Arrears. Inform that, at 14 Days in Arrears legal action (Notice to Vacate) will be served. Inform that, at 14 Days in Arrears, the names of all those who are listed on the Tenancy Agreement will be listed in the National Tenancies Database as a black-marked tenant. LANDLORD: Place call to advise. Explain Notice to Vacate procedure How would the Landlord like to proceed?
Day 10 -	TENANT: Send reminder via SMS and Email LANDLORD: Update
Day 13 -	TENANT: Send final reminder via SMS, Email, and Phone Call. LANDLORD: Update – seek permission to service Notice to Vacate on Tenant Inform Landlord of VCAT processes to recover rent/bond, possible abandoned goods Seek instructions in regards to re-marketing/cleaning/emergency repairs
Day 14 -	TENANT: Call to advise that unless rent is paid by end of business day, legal action will be taken the following work day. Advise that tomorrow they will be added to the National Tenancies Database as a black-marked tenant. LANDLORD: Update.
Day 15 -	Issue Notice to Vacate, 246(1) – Advise to remove all items within 14 days, else locks will be changed. Issue application to VCAT for a warrant of possession and payment of rental arrears. Enter Tenants into National Tenancies Database as a black-marked tenant.
Day 30+	Once VCAT has issues warrant for possession, contact locksmith to change all locks. Under police presence have Tenants evicted and the locks changed.

AGENT'S AUTHORITY

The authority to lease and manage your property that you have already signed authorises us to sign all tenancy agreements on your behalf. If this is contrary to your needs, please contact us immediately.

By signing this instruction form and initialling the following services, you are allowing 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 *Residential Tenancies Act 1997*

Serve relevant notices on tenants subject to this Act

Attend tribunal hearings on your behalf when necessary

Make any claims on your behalf for rent, refund of bond monies and additional expenses.

I agree to indemnify you, as the managing agent, for any claims made for unpaid repairs or maintenance accounts authorised in accordance with my instructions. I also agree to fully reimburse any advertising expenses incurred in accordance with my instructions in the reletting of the property.

OTHER INSTRUCTIONS

Landlord's Name: _____

Landlord's Signature: _____

Date: _____



PRIVACY ACT 1988 – COLLECTION NOTICE

The agent uses personal information collected from the principal to act as the principal's agent and to perform their obligations under this agreement. The agent may also use such information collected to conduct market rental evaluations, promote the services of the agent and/or seek potential clients. In providing the information, the parties agree to this use unless they advise differently.

The agent may disclose information to other parties including media organisations, on the internet, to potential buyers, or to clients of the agent both existing and potential, as well as to tradespeople, owners corporations, government and statutory bodies, and to third parties as required by law.

The agent will only disclose information in this way to other parties, as required, to perform their duties under this agreement to achieve the purposes specified above or as otherwise allowed under the *Privacy Act 1988*.

If the principal would like to access this information, they can do so by contacting the agent at the address and contact numbers contained in this Agreement. The Principal can also correct this information if it is inaccurate, incomplete or out of date.

Real Estate and Tax Law requires some of this information to be collected. If the information is not provided, the agent may not be able to act effectively on the principal's behalf or at all.

I/We acknowledge having received this collection notice by Totally Real Estate PTY LTD

Name of Landlord:

Address of Property:

Signed:

Date:



AUTHORITY AND DIRECTION TO PAY

Date:

TO:
Totally Real Estate
2/66 Yellowbox Drive
Craigieburn, Vic, 3064

RE: PAYMENT OF RENT FOR PROPERTY AT: _____

I, _____, being the Landlord of the above property, hereby authorize and direct the payments of RENT (for the amount specified in the Residential Tenancy Agreement) for the above mentioned property to the account listed below.

This Authority and Direction To Pay shall be binding until such time as the Agents are directed, in writing, to change the account to be paid or advised of the Tenancy Agreement being terminated.

Bank Details

Account Name:

Bank:

Branch:

BSB:

Account Number:

SIGNED by, as the Landlord:

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Date:

To Whom It May Concern

RE: AUTHORITY TO SPEAK AND MANAGE ACCOUNTS FOR PROPERTY AT:

I, _____, being the owner and landlord of the above property, hereby authorize Totally Real Estate PTY LTD to speak on my behalf and administer to my accounts.

Please forward any correspondence directly to their office, listed below.

This Authority and Direction to Pay shall be binding until such time as I provide a written notice to your company.

Totally Real Estate PTY LTD
2/66 Yellowbox Drive, Craigieburn,
Vic, 3064

P: 03 9333 8423

M: 0478 183 295

E: info@tr.properties

W: www.tr.properties

Landlord's Name: _____

Landlord's Signature: _____