

Residential Rental Agreement

no more than 5 years

Residential Tenancies Act 1997 (Section 26(1))

Residential Tenancies Regulations 2021 Regulation 10(1)

- This is your residential rental agreement. It is a binding contract under the **Residential Tenancies Act 1997** (the Act).
- Parts A, B, C and E are the terms of your agreement. Part D is a summary of your rights and obligations.
- Do not sign this agreement if there is anything in it that you do not understand.
- Please refer to [Renters Guide](#) for details about your rights and responsibility.
- For further information, visit the renting section of the Consumer Affairs Victoria (CAV) website at www.consumer.vic.gov.au/renting or call 1300 558 181.

PART A – BASIC TERMS

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

1. Date of agreement

This is the date the agreement is signed: 23 / 01 / 2025

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

Street: Unit 3/50 Moruya Drive
Suburb: Grovedale State: VIC Postcode: 3216

3. Rental provider's details

Full name or Company name: Seyed Alireza Asgari & Sadaf Ebrahimi Kashef
ABN/ACN (if applicable): _____

(Please fill out details below where no agent is acting for the rental provider)

Address: C/- 2a, 242 Ryrie Street
Geelong State: VIC Postcode: 3220
Phone number: ***** Email: info@barnettproperty.com.au

Full name or Company name: _____
ABN/ACN (if applicable): _____

(Please fill out details below where no agent is acting for the rental provider)

Address: _____
State: _____ Postcode: _____
Phone number: _____ Email: _____

Rental provider's agent's details

Full name: Walter L Carr & Sons (Real Estate) Pty Ltd
Trading name: Barnett Real Estate
Address: 2a/242 Ryrie Street
Geelong State: VIC Postcode: 3220
Phone number: 03 5222 1488 ABN/ACN (if applicable): 90 243 493 238
Email address: donna@barnettproperty.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**: Lynda Chappell

Current address: 28 Oberon Drive

Belmont

State: Vic

Postcode: 3218

Phone number: *****

ABN/ACN: _____

Email: landacat@live.com.au

Full name of **renter 2**: _____

Current address: _____

State: _____

Postcode: _____

Phone number: _____

Email: _____

Full name of **renter 3**: _____

Current address: _____

State: _____

Postcode: _____

Phone number: _____

Email: _____

Full name of **renter 4**: _____

Current address: _____

State: _____

Postcode: _____

Phone number: _____

Email: _____

Note: If there are more than four renters, include details on an extra page.

5. Length of the agreement

Fixed term agreement

12 months

Start date: 29 / 01 / 2025

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

End date: 28 / 01 / 2026

Periodic agreement (monthly)

Start date: _____

Note: A periodic (e.g. month by month) rental agreement will be formed at the end of the fixed term agreement if the renter and rental provider do not sign a new fixed term agreement and the renter stays in the property.

6. Rent

Rent amount (\$) (payable in advance)

\$390 p.w

To be paid per

week

fortnight

calendar month

Day rent is to be paid

Weekly or Fortnightly on a Monday

(e.g. each Thursday or the 11th of each month)

Date first rent payment due:

27 / 01 / 2025

7. Bond

- The renter has been asked to pay the bond specified below.
- The maximum bond is 1 months' rent (unless the rent is more than \$900 per week). 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) 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 of paying the bond, they can email the RTBA at rtba@justice.vic.gov.au, or call the RTBA at 1300 13 71 64.

Bond amount (\$):

1560

Date bond payment due:


27th January 2025

PART B – STANDARD TERMS

8. Rental provider's preferred methods of rent payment

- The rental provider must permit a fee-free method (other than the renter's own bank fees) payment and must allow the renter to use Centrepay or another form of electronic funds transfer.
- The renter is entitled to receive a receipt from the rental provider confirming payment of rent.

(Rental provider to tick available methods of rent payment)

direct debit bank deposit cash cheque or money order 

other electronic form of payment, including Centrepay _____

Payment details (if applicable): Barnett Real Estate

BSB no. 083646 Account no. 648894449

Account name Barnett Real Estate

Payment reference 3/50Moruya

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

Rental provider 1: Yes - insert email address, mobile phone number or other electronic contact details info@barnettproperty.com.au
 No

Rental provider 2: Yes - insert email address, mobile phone number or other electronic contact details _____
 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)

Renter 1: Yes - insert email address, mobile phone number or other electronic contact details landacat@live.com.au
 No

Renter 2: Yes - insert email address, mobile phone number or other electronic contact details _____
 No

Renter 3: Yes - insert email address, mobile phone number or other electronic contact details _____
 No

Renter 4: Yes - insert email address, mobile phone number or other electronic contact details _____
 No

Note: If there are more than four renters, include details on an extra page.

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 Jason Barnett

Emergency contact phone number 0417585221

Emergency contact email address jason@barnettproperty.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 (formerly body corporate)

Do owners corporation rules apply to the premises? (Rental provider to tick as appropriate)

no yes If yes, the rental provider must attach a copy of the rules to this agreement.

13. Condition report

The renter must be given two 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**

- The rental provider must ensure an electrical safety check is conducted every two years by a licensed or registered electrician of all electrical installations, appliances and fittings provided by a rental provider in the rented premises, and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
- 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 a gas safety check is conducted every two years by a licensed or registered gasfitter of all gas installations and fittings in the rented premises 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 commencement of the agreement, must provide the renter with the following information in writing:
- (i) Information about how each smoke alarm in the rented premises operates; and
 - (ii) Information about how to test each smoke alarm in the rented premises; and
 - (iii) Information on 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.

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 swimming pool safety activities

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

- (a) 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.
- (b) 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 ***Residential Tenancies Act 1997*** (the Act). Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.

For more information, visit www.consumer.vic.gov.au/renting.

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.
- must not use the premises for illegal purposes.
- must not cause a nuisance or interfere with the reasonable peace, comfort or privacy of neighbours.
- 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.
- must keep the premises reasonably clean.

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.
- must maintain the premises in good repair and in a fit condition for occupation.
- agrees to do all the safety-related maintenance and repair activities set out in Part C of the Agreement.

The renter:

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

Modifications

The renter:

- may make some modifications without seeking consent. These modifications are listed on the Consumer Affairs Victoria website.
- must seek the rental provider's consent before installing any other fixtures or additions.
- may apply to VCAT if they believe that the rental provider has unreasonably refused consent for a modification mentioned in the Act.
- 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 at www.consumer.vic.gov.au/renting.

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
 - a personal safety intervention order.

Repairs

- Only a suitably qualified person must do repairs – both urgent and non-urgent.

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 www.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 they have 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:

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

Non-urgent repairs

- The renter must notify the rental provider, in writing, as soon as practicable of:
 - damage to the premises.
 - a breakdown of facilities, fixtures, furniture or equipment supplied by the rental provider.
- The rental provider must carry out non-urgent repairs in a 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.

Assignment or sub-letting

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.
- must not demand or receive a fee or payment for consent, other than any reasonable expenses incurred by the assignment.

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, the 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.

PART E - ADDITIONAL TERMS

21. Further Details (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 55 81 81 for further information or visit [unfair contract terms](#) at the Consumer Affairs Victoria website.

Note: If you need extra space, attach a separate sheet. Both the rental provider and renter should sign and date all attachments.

Access and entry

- The rental provider may enter the premises:
 - at any time, if the renter has agreed within the last 7 days.
 - to do an inspection, but not more than once every 6 months.
 - to comply with the rental provider's duties under the Act.
 - to show the premises or conduct an open inspection to sell, rent or value the premises.
 - to take images or video for advertising a property that is for sale or rent.
 - if they believe the renter has failed to follow their duties under the Act.
 - 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.

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.

21.1 Residential Tenancies Act 1997

- (a) All provisions of this agreement are subject to the *Residential Tenancies Act 1997* (Victoria) ('Act').
- (b) If there is any inconsistency between a provision of this agreement and the Act, unless the Act permits otherwise, the Act will prevail.

21.2 Renter's obligations

The renter must not:

- (a) use the premises for any other use than its place of residence;
- (b) permit, cause or use the premises for any illegal or unauthorised purpose;
- (c) damage the premises or permit or allow any of its invitees to damage the premises (other than fair wear and tear) ;
- (d) make any modifications or alterations to the premises without the rental provider's written consent unless the modification or alterations are prescribed under the Act. The rental provider must comply with the Act in granting or refusing its consent.
- (e) use any of the rental provider's fixtures or fittings for any other use than the intended use;
- (f) cause or permit any interference, nuisance or an invasion of peace or privacy to any neighbouring premises;
- (g) park any vehicles, motorcycles, bicycles or scooters inside the premises and only park such vehicles in an area allocated specifically for the renter for such use or as agreed to by the rental provider;
- (h) use any machinery or equipment owned by the rental provider and left on the premises other than in accordance with the rental provider's or manufacturer's instructions;
- (i) permit any other person than the persons agreed by the rental provider to remain on the premises for more than 14 days;
- (j) smoke or permit any invitee to smoke within the premises;
- (k) without the consent of the rental provider:
 - (i) affix any satellite dishes, television cables or antennas to the premises;
 - (ii) install any air-conditioning units on the premises; or
 - (iii) alter, replace or remove any locks and security devices to the premises other than on the letterbox, and the rental provider must comply with the Act in granting or refusing its consent and it may provide as a condition of consent and that the renter returns the premises to its original condition at the end of the tenancy or that any modification be completed by a suitably qualified person or that the renter pay an additional amount of bond.

21.3 Maintenance and repairs

- (a) The renter must:
 - (i) keep the premises in good condition and repair (subject to reasonable wear and tear);
 - (ii) replace at its own cost all blown or damaged light bulbs, LED lights and fluorescent tubes throughout the tenancy and ensure that all lighting is in a working condition at the end of the tenancy;
 - (iii) make good any damage to the premises caused by the renter or its invitees (other than fair wear and tear);
 - (iv) keep the premises clear of any rubbish;
 - (v) dispose of rubbish in accordance with council rules/guidelines and use the appropriate bins provided by or recommended by council;
 - (vi) regularly maintain the gardens (including but not limited to mowing lawns, removing weeds and watering plants, shrubs, trees and flowers) to the same standard as at the commencement of this agreement; and
 - (vii) not do anything which may damage or block any drains (including but not limited to gutters, downpipes and stormwater drains); and
 - (viii) keep the tenancy clean and free from mould, fungi and damp caused by the renter's use of the tenancy.

21.4 Owners Corporation

- (a) If the *Owners Corporation Act 2006* (Victoria) applies to this agreement the rental provider must give the renter a copy of the rules of the owners corporation at the commencement of the tenancy.
- (b) The renter must comply with the rules of the owners corporation at all times during the tenancy.

21.5 End of occupancy

At the expiration or earlier determination of this agreement, the renter must:

- (a) deliver vacant possession of the premises to the rental provider;
- (b) deliver to the rental provider or its agent all keys and security devices;
- (c) leave the premises in the same conditions (fair wear and tear excepted) as set out in the condition report; and
- (d) remove all of the renter's premises and belongings (including fixtures and modifications where required) from the premises and rectify any damage (at the renter's cost) caused by such removal.

21.6 Insurance

- (a) In relation to insurance policies taken out by the rental provider in respect of the Premises, the renter must not do any act or omission which would make an insurance policy invalid.
- (b) The renter acknowledges that it will be responsible to insure its contents (at its own cost).

21.7 Privacy

- (a) As part of the rental provider leasing the premises to the renter, the renter will be required to give the rental provider or its agent Personal Information (as defined in the *Privacy Act 1998* (Cth)).
- (b) Subject to the *Privacy Act 1998* (Cth), the renter consents to providing such information and permits the rental provider and/or its agent to:
 - (i) disclose the information to third parties for the purpose of marketing and sales campaigns, for any purpose stated in the privacy statement given to the renter (or the privacy policy of the rental provider's agent), and for any matters, issues or disputes related to this agreement or rental;
 - (ii) to keep on its database for future marketing and sales campaigns or similar (including where the rental provider is not marketing or selling a property).
- (c) If the rental provider or its agent is required to maintain a privacy policy in accordance with the *Privacy Act 1998* (Cth), upon request from the renter, the rental provider or its agent must provide the renter with a copy of its privacy policy.

21.8 Counterparts and Execution

- (a) This agreement (identical in form and context) may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument of the relevant document.
- (b) A copy of an original executed counterpart sent by facsimile machine, email or link emailed:
 - (i) will be treated as an original counterpart;
 - (ii) is sufficient evidence of the execution of the original; and
 - (iii) may be produced in evidence for all purposes in place of the original.
- (c) The person signing this agreement warrants that they have full authority to sign on behalf of the party they represent and has the authority to bind that party.
- (d) Each party consents to this agreement being signed by any other party in accordance with an electronic communication method and being given or produced by electronic communication, including by link emailed to a party to download an electronic copy.
- (e) Without limiting **clause 21.8(d)**, the parties acknowledge and agree that electronic signatures will constitute a signature and have the same quality of integrity as a written signature including if the signature is:
 - (i) computer generated;
 - (ii) by computer pen;
 - (iii) by a typed mark or name; or
 - (iv) physically signed on paper and scanned electronically.
- (f) The parties to this agreement agree that, despite any other clause of this agreement and despite custom, practice or code otherwise followed in respect of similar documents to this agreement, if executed electronically this agreement:
 - (i) is made on its execution by all parties to it (including electronic signature);
 - (ii) need not be executed and exchanged in counterparts; and
 - (iii) constitutes an original document in an electronic format.

Additional General Terms

- (g) Where either party applies an electronic signature to this Agreement or any other document attached or annexed to such:
- (i) that party confirms that the method of identifying the person, their intention to be bound and method of signing is reliable and conclusive evidence of that party's intention to be legally bound by that document;
 - (ii) each party is able to rely on the electronic signature as if that party had signed the relevant document by manuscript signature in accordance with all legal requirements; and
 - (iii) each party consents to the conduct of an electronic transaction and the method of electronic signature used by the other party
- (h) Each party agrees that it will not contest the validity or enforceability of this Agreement, a contract or document because it was signed or transmitted electronically. Each party will not dispute the admissibility or authenticity of this Agreement, a contract or document on the grounds that it is not an original or that any signature was not manually affixed.

Additional General Terms



21.9 Additional Terms

22. Signatures

This agreement is made under the **Residential Tenancies Act 1997 (Vic)**.

Before signing you must read **Part D–Rights and Obligations** in this form.

Rental provider

Signature of rental provider 1 (or managing agent)

Signature of rental provider 2 (or managing agent)

Dorla Cartwright

Dated 28/01/2025

Dated _____

Renter

All renters listed must sign this residential rental agreement.

Signature of renter 1

Signature of renter 2

Lynda Chappell

Dated 25/01/2025

Dated _____

Signature of renter 3

Signature of renter 4

Dated _____

Dated _____

Note: Each renter who is a party to the agreement must sign and date here. If there are more than four renters, include details on an extra page.

Annexure - Urgent Repairs Notice Section 66(3) of the Residential Tenancies Act 1997 (Vic) (RTA)

Details pertaining to the agent's ability to authorise urgent repairs to the premises pursuant to section 66(3) of the RTA are below.

Can the Agent authorise urgent repairs? _____

The maximum value of the repairs for which the Agent can authorise? \$ _____

Emergency/After hours contact details

Emergency contact name Jason Barnett

Emergency contact phone number 0417585221

Emergency contact email address jason@barnettproperty.com.au

Urgent repairs must not be undertaken by the renter without first making reasonable attempts to arrange for the rental provider or the agent to immediately carry out the repairs and the renter has been unable to get the rental provider or agent to carry out the repairs.

If the renter is unable to get the rental provider or the agent to carry out the urgent repairs, after the renter has made reasonable attempts to do so, the renter:

1. may arrange for urgent repairs to be carried out at the premises;
2. the renter must give the rental provider 7 days written notice of the repairs carried out and the cost; and
3. the rental provider must reimburse the renter for the lesser of the reasonable cost of the repairs and \$2,500 (inclusive of GST) within 7 days after receiving written notice of the repairs and their cost from the renter.

Urgent repairs means any work necessary to repair or remedy:

- a burst water service;
- a blocked or broken toilet system;
- a serious roof leak;
- a gas leak;
- a dangerous electrical fault;
- flooding or serious flood damage;
- serious storm or fire damage;
- a failure or breakdown of an essential service or appliance provided for hot water, water, cooking, heating, or laundering by the rental provider;
- a failure or breakdown of the gas, electricity or water supply;
- a failure or breakdown of any cooling appliance or service provided by the rental provider;
- a failure to comply with any minimum rental standards;
- a failure or breakdown of any safety-related device, such as a smoke alarm or pool fence;
- an appliance, fitting or fixture provided by the rental provider that uses or supplies water is malfunctioning in a way that is wasting or will waste a substantial amount of water;
- any fault or damage that makes the premises unsafe or insecure, including pest infestation, or mould or damp caused by or related to the building structure; and
- a serious fault in a lift or staircase.

Renters guide

For more information, including for rental providers (landlords) and agents, visit consumer.vic.gov.au/renting.

See renting information in other languages: consumer.vic.gov.au/languages.

See renting information in Easy English: consumer.vic.gov.au/easyenglish.

Communicating with your rental provider

You can agree to receive information from your rental provider (landlord) electronically. This includes your rental agreement, condition report, information on your renting rights, and notices (such as a notice of an inspection).

You can also send notices and other information to your rental provider electronically, if they agree.

More information: consumer.vic.gov.au/rentingrights.

Bond

Depending on how much rent you pay, your rental provider (landlord) or agent can ask that you pay a bond. The maximum bond is 1 month's rent (unless the rent is more than \$900 per week). In some cases, the rental provider may ask the Victorian Civil and Administrative Tribunal (VCAT) to increase this limit.

If you pay a bond, it must be lodged with the Residential Tenancies Bond Authority (RTBA) within 10 business days of receiving the bond. The RTBA will then send you a receipt.

If you do not receive a receipt within 15 business days of making payment, you can contact the RTBA.

More information: consumer.vic.gov.au/lodgingbond.

Condition report

Your rental provider (landlord) or agent must provide a condition report. They must fill in their part of the report, sign it and give you two copies before you move in.

Inspect the property and add your own notes on its condition, including any damage. Take photos if you can. Give one copy of the completed, signed report to your rental provider or agent within five business days of moving in.

Important: Keep your copy of the condition report. You might need it if there is a dispute about who should pay for cleaning, damage, or replacement of missing items.

Problems with the property when you move in

The rental provider must ensure the property is in good repair and fit to live in. It does not matter how much rent you are paying or how old the property is.

You can ask the rental provider to fix the problem. If they do not, contact Consumer Affairs Victoria for information and advice.

Minimum standards

Rental providers (landlords) must ensure their property meets the rental minimum standards. These include rules about:

- locks and windows
- toilet, bathroom, kitchen and laundry facilities
- building structure, mould and damp
- lighting, ventilation and heating.

If the rental property does not meet the minimum standards, you can end the rental agreement before you move in. You can also request an urgent repair to make the property meet the minimum standards at any time after you move in.

More information: consumer.vic.gov.au/rentalstandards.

Repairs and maintenance

Urgent repairs

Urgent repairs may include the following:

- a blocked or broken toilet
- a dangerous electrical fault
- a gas leak
- a serious water leak, or flooding
- breakdown of an essential service or appliance provided by the rental provider. For example, a hot water system.

See the full list of urgent repairs at consumer.vic.gov.au/rentalrepairs.

What to do: Contact your rental provider (landlord) or agent using their emergency phone number. They must respond without delay. If they do not, contact Consumer Affairs Victoria for information and advice.

If the rental provider does not respond quickly enough and you have to pay for an urgent repair yourself, the rental provider must pay you back, up to a limit of \$2,500.

More information: consumer.vic.gov.au/rentalrepairs.

Non-urgent repairs

Non-urgent repairs are anything not on the 'Urgent repairs' list at consumer.vic.gov.au/rentalrepairs.

What to do: Write to your rental provider or agent telling them what needs to be repaired. You can use the 'Notice to rental provider of rented premises' form. Your rental provider or agent must respond within 14 days. If they do not, contact us for information and advice.

More information: consumer.vic.gov.au/rentalrepairs.

Maintenance

As a renter, you are generally responsible for:

- keeping the property reasonably clean

- minor maintenance tasks, such as changing standard light globes and keeping the garden tidy (unless your rental agreement states that the landlord is responsible).

Modifications

You can make certain modifications to the property without the rental provider's consent. For example:

- installing picture hooks or shelf brackets
- adding child safety gates or locks.

See the full list at consumer.vic.gov.au/rentingmodifications.

To make other modifications, you will need written consent from the rental provider. For some types of modification, they must not unreasonably refuse consent.

More information: consumer.vic.gov.au/rentingmodifications.

Rent increases

Your rental provider (landlord) or agent cannot increase the rent more than once in any:

- 6-month period, for agreements that started before 19 June 2019
- 12-month period, for agreements starting on or after 19 June 2019.

They cannot increase the rent before the end of a fixed-term rental agreement, unless the agreement states they can.

Your rental provider or agent must give you at least 60 days' notice of any rent increase. They must use the 'Notice of rent increase to renter/s of rented premises' form.

If you think a rent increase is too high

You can ask Consumer Affairs Victoria to investigate whether the increased rent is too high. We will compare it to the rent for similar properties. Contact us within 30 days of receiving a rent increase notice.

After we give you our rent assessment report, you have 30 days to apply to VCAT for a hearing. VCAT may set a maximum rent. This usually applies for 12 months.

Discrimination

Rental providers must not unlawfully discriminate (or tell their agent to unlawfully discriminate) against you. For example, they must not discriminate against you because of your sex, age, disability, race or religion when deciding whether to rent you a property.

For more information, visit the Victorian Equal Opportunity & Human Rights Commission website: humanrights.vic.gov.au.

Pets

If you want to keep a pet at the rental property, you must seek the rental provider's (landlord's) consent. Use the 'Pet request' form. For this form and more information, visit consumer.vic.gov.au/petsrenting.

If the rental provider wants to refuse consent for a pet, they must apply to VCAT within 14 days. VCAT will decide whether it is reasonable for the rental provider to refuse consent.

Inspections and entry to the property

Your rental provider (landlord) or agent can enter the property at a date and time that you have both agreed on. This agreement must be made within 7 days before they enter.

Otherwise, they must give you the appropriate written notice and a reason for entering the property. For example, to do a general inspection. Valid reasons are listed at consumer.vic.gov.au/rentalinspections.

Note: You do not have to agree to a verbal request from your rental provider or agent to enter the property. You can ask them to provide written notice and a reason for entering.

Unless agreed with you, the rental provider or agent can only enter between 8am and 6pm, and not on public holidays. There are limits on how often they can enter, and for how long. These are listed at consumer.vic.gov.au/rentalinspections.

If the rental provider or agent has given you the appropriate written notice, or agreed with you on an entry date and time:

- you must let them into the property, if you are at home
- they can enter if you are not at home.

Safety and privacy

You have a right to privacy, peace and quiet. This also means that you must not unnecessarily disturb your neighbours or others around your rental property. The rental provider may issue a notice to vacate, effective immediately, if you or your visitor endangers the safety of neighbours, the rental provider or their agent, contractors or an employee of the rental provider. The rental provider can also give a renter a 14-day 'Notice to vacate' for serious threats or intimidation.

If a rental agreement is affected by family violence, renters have specific rights. If a person is experiencing family violence, they can apply to VCAT to end the rental agreement early or start a new agreement in the same property that does not include the person being violent (the respondent).

For information on your renting rights if you are affected by family violence, visit consumer.vic.gov.au/rentingfv.

Threat of eviction

A rental provider (landlord) or agent cannot evict you for using or intending to use your legal rights. They can only end your rental agreement for specific reasons. They must give you the required amount of notice and use the correct 'Notice to vacate' form.

If you are worried about getting a notice to vacate or getting evicted, contact Consumer Affairs Victoria for information and advice.

Ending a rental agreement

You or your rental provider (landlord) must give notice to end the rental agreement, even if it has a fixed end date. Otherwise, the agreement will automatically continue on a month-by-month basis.

If you want to end the rental agreement

Tell your rental provider or agent in writing that you want to leave the property. You can use the 'Notice to rental provider of rented premises' form. In most cases, the end date on this notice cannot be before the end date on your rental agreement. More information: consumer.vic.gov.au/rentergivingnotice.

Breaking the lease: If you have a fixed-term agreement and want to end it early (break the lease), you may have to pay fees and charges. More information: consumer.vic.gov.au/leasebreak.

If your rental provider wants to end the rental agreement

They must give you a 'Notice to vacate' in the correct written form, including the reason for ending the agreement. In most cases, the end date on this notice cannot be before the end date on your rental agreement. More information: consumer.vic.gov.au/noticetovacate.

Agreeing to end a rental agreement

You and your rental provider or agent can agree to end the rental agreement. It is important to put this decision in writing. Include any agreed costs, terms and conditions, and the date the agreement will end.

Bond claims

When a rental provider (landlord) can claim the bond

Your rental provider can claim part or all of the bond for specific things, such as:

- damage caused by you or your visitors (but not fair wear and tear)
- cleaning expenses, if you have not left the property reasonably clean.

See the full list at consumer.vic.gov.au/bondclaims.

Process for claiming the bond

Before you move out, you and your rental provider or agent should:

- try to agree on how the bond will be finalised
- set out the agreed division in the bond claim form.

Only sign the bond claim form if it shows the amount you will receive.

If the rental provider agrees, the RTBA can release your bond up to 14 days before the end of your rental agreement.

If you cannot agree on the bond

You can submit a bond claim form to the RTBA. The RTBA will then contact the rental provider, who has 14 days to apply to VCAT to dispute the claim.

If the rental provider does nothing, the RTBA will pay the bond to you.

If the rental provider applies to VCAT within 14 days after the rental agreement ends, VCAT can make an order about how the bond should be divided.

More information: consumer.vic.gov.au/bonddisputes.

Contacts

Organisation	When to contact	Phone number	Website
Consumer Affairs Victoria	If you have questions about renting agreements, bonds, rent increases or repairs If you are being evicted	1300 55 81 81	consumer.vic.gov.au
Residential Tenancies Bond Authority (RTBA)	To look up your bond, transfer a bond or arrange a bond refund	1300 137 164	rentalbonds.vic.gov.au
Victorian Civil and Administrative Tribunal (VCAT)	To apply for a hearing about a renting dispute	1300 01 8228	vcat.vic.gov.au/renting
Tenants Victoria	If you need help from a support worker	03 9416 2577	tenantsvic.org.au
Victorian Aboriginal Legal Service (VALS)	If you are an Aboriginal and Torres Strait Islander person and need legal help	1800 064 865	vals.org.au
Housing Victoria (Department of Families, Fairness and Housing)	To apply for a bond loan If you have nowhere to stay	1800 825 955 (24 hours)	housing.vic.gov.au

Model rules for an owners corporation

1. Health, safety and security

1.1 Health, safety and security of lot owners, occupiers of lots and others

A lot owner or occupier must not use the lot, or permit it to be used, so as to cause a hazard to the health, safety and security of an owner, occupier, or user of another lot.

1.2 Storage of flammable liquids and other dangerous substances and materials

- (1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.
- (2) This rule does not apply to—
 - (a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
 - (b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots.

2. Committees and sub-committees

2.1 Functions, powers and reporting of committees and sub-committees

A committee may appoint members to a sub committee without reference to the owners corporation.

3. Management and administration

3.1 Metering of services and apportionment of costs of services

- (1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.
- (2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.
- (3) Subrule (2) does not apply if the concession or rebate—

(a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or

(b) is paid directly to the lot owner or occupier as a refund.

4. Use of common property

4.1 Use of common property

(1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.

(2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.

(3) An approval under subrule (2) may state a period for which the approval is granted.

(4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.

(5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.

(6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

4.2 Vehicles and parking on common property

An owner or occupier of a lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle—

(a) to be parked or left in parking spaces situated on common property and allocated for other lots; or

(b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or

(c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

4.3 Damage to common property

(1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.

(2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.

(3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.

(4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.

(5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5. Lots

5.1 Change of use of lots

An owner or occupier of a lot must give written notification to the owners corporation if the owner or occupier changes the existing use of the lot in a way that will affect the insurance premiums for the owners corporation.

Example

If the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes.

5.2 External appearance of lots

- (1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
- (2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

5.3 Requiring notice to the owners corporation of renovations to lots

An owner or occupier of a lot must notify the owners corporation when undertaking any renovations or other works that may affect the common property and/or other lot owners' or occupiers' enjoyment of the common property.

6. Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

An owner or occupier of a lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.

6.2 Noise and other nuisance control

- (1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.
- (2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

7. Dispute resolution

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.

- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.
- (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the *Owners Corporations Act 2006*.
- (8) This process is separate from and does not limit any further action under Part 10 of the *Owners Corporations Act 2006*.

Property Disclosure Statement

Property Disclosure for 3/50 Moruya Drive, Grovedale VIC 3216

Last Requested: Not Requested, Last Completed: 23/01/25 12:42 PM

Have you engaged an agent to sell the rented premises or prepared a contract of sale, or is there is a proposal to sell the rented premises?

No

Has a mortgagee commenced a proceeding to enforce a mortgage over the rented premises, or has a mortgagee taken action for possession of the rented premises?

No

Are you the owner/s of the rented premises?

Yes

Is the rented premises supplied with electricity from an embedded electricity network?

* Click [here](#) for further information about embedded electricity networks.

No

Is the rented premises or common property known by you to have been the location of a homicide in the last 5 years?

No

Does the rented premises comply with the rental minimum standards?

* Rental minimum standards are specified in Schedule 4 of the Residential Tenancies Regulations 2021. A copy of the Schedule can be found [here](#).

Yes

Have you received a repair notice, in the last 3 years, relating to mould or damp in the premises caused by or related to the building structure?

No

What is the date of the most recent gas safety check?

24/10/23

What is the date of the most recent electrical safety check?

24/10/23

What is the date of the most recent pool barrier compliance check?

Not applicable

Are there any outstanding recommendations for work to be completed from a gas safety check?

No

Are there any outstanding recommendations for work to be completed from an electrical safety check?

No

Is the rented premises a registered place?

* Registered place means a place included in the Victorian Heritage Register under the Heritage Act 2017.

No

The rented premises has been contaminated because of prior use of the rented premises for the trafficking or cultivation of a drug or dependence in the last 5 years?

No

The rented premises has friable or non-friable asbestos based on an inspection by a suitable qualified person?

Don't know

The rented premises is to be affected by a building or planning application that has been lodged with the relevant authority?

** Affected is not limited to the rented premises and a rented premises may be affected by a building or planning application for a neighbouring or nearby property.*

No

Is the rented premises or common property known by you to be 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, a description of the notice, order, declaration, report or recommendation (e.g. the presence of combustible cladding, water leaks or structural issues affecting the rented premises or common property)?

** Example: Any building notices or orders, reports or recommendations issued by the Victorian Building Authority, local councils, relevant building surveyors, or municipal building surveyors that relate to any building defects or safety concerns such as the presence of combustible cladding, water leaks or structural issues affecting the rented premises or common property.*

No

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

No

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

** Part 10 of the Owners Corporations Act 2006 describes the handling of disputes*

Note: The "Not applicable" option should only be selected if there is no Owners Corporation.

Yes

**Please provide a copy of any owners corporation rules that are applicable to the rented premises.
(<https://ire.fyi/QHmCk5CJ>)**

[View Extra Attachments](#)

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