



FROM OUR PROPERTY MANAGEMENT TEAM

APPOINTMENT TIME REMINDER

We are often running out the door



This is a friendly reminder that our property management team are often out of the office conducting inspections. If you would like to meet with a member of our team, please telephone to make an appointment as we know there is nothing more frustrating than having to wait.

JUST A THOUGHT...

What you allow is what will continue. If you want different results you need to do something different.

IMPORTANT: This is not advice. Clients should not act solely on the basis of the material contained in this newsletter. Items herein are general comments only and do not constitute or convey advice per se. Every effort is made to ensure the contents are accurate at the time of publication. Clients should seek their own independent professional advice before making any decision or taking action. We take no responsibility for any subsequent action that may arise from the use of this newsletter.

TENANT NEGLECT Vs WEAR & TEAR

As a landlord you are responsible for costs arising from 'fair wear and tear'. Sometimes it is difficult to agree what is normal wear and tear and what is wilful and neglectful damage by the tenant.

While legislation does not directly list examples the following may help to explain the differences (please note these are a guide only and there is always the possibility of a court determining otherwise):

Fair wear and tear where the landlord is liable

- Carpet wear in corridors or other areas used frequently
- A lock broken because it was old and had worn out
- Curtains faded from years in the sun
- Paint flaking because it is old or not applied properly

Neglectful damage where the tenant is liable

- Stains or burns from things dropped or placed on floor coverings or benchtops

- The tenant forgot the key and broke the lock to gain access
- Mould/mildew has formed because the property was not aired adequately
- The tenant's pet tears the curtains or screens

There is an expectation on landlords to maintain the property and often if there is a dispute over fair wear and tear the age of the item will be considered.

If the tenant vacates and the floor or window coverings are worn, damaged or stained and they are 7+ years old, it could be argued that the item no longer has any value as it has reached its full depreciable value and therefore the landlord should replace.

As your managing agent, we are always working in your best interests to achieve the highest possible return on the property. However, we must work within legislative guidelines. ■

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SUDOKU COFFEE BREAK

Every row & column, and 3X3 box, must contain the numbers from 1-9. Good luck!

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Maintenance Matters – Investment Property Maintenance

Legislation requires that rental properties be maintained to a certain standard. Whilst maintaining property is a legislative requirement, it is also a sound investment to maintain your property in order to protect the capital value of the investment. It is furthermore vital risk management to ensure the property is in sound condition and well maintained to prevent potential litigation claims of personal injury.

There are two general types of maintenance matters defined in tenancy legislation; emergency and routine maintenance. In relation to Emergency repairs, these matters are treated as a top priority in our agency and are dealt with as a matter of urgency. If we have authority to expend monies to a certain value on your behalf, we shall immediately action the required works and advise you of what action has occurred. In the event that we do not have authority to expend monies on your behalf, we shall endeavour to contact you for an urgent instruction. In the absence of instructions, we shall proceed to act in your best interests and also as part of our duty of care to the tenant. All avenues will be

undertaken to contact you however as would be appreciated, timeliness is needed in such events to prevent injury or damage to the property. Please note that if emergency maintenance is not attended to within a timely matter, the RTRA Act allows for a tenant to spend up to two weeks rent and be reimbursed within seven days of providing invoices.

Lessor Obligations to maintain the property

The RTRA Act sets out the key legislative requirements of lessors; please refer below the following provision. We wish to also draw to your attention section 185 (3) which notes that inclusions also have to be maintained. This means that if inclusions such as dishwasher, air conditioners etc. are provided for in the property, they must be maintained and repaired as required during the tenancy

185 Lessor's obligations generally

(1) This section does not apply to an agreement if—

- (a) the premises are moveable dwelling premises consisting only of the site for the dwelling; and
- (b) the tenancy is a long tenancy (moveable dwelling).

(2) At the start of the tenancy, the lessor must ensure—

- (a) the premises and inclusions are clean; and
- (b) the premises are fit for the tenant to live in; and
- (c) the premises and inclusions are in good repair; and
- (d) the lessor is not in breach of a law dealing with issues about the health or safety of persons using or entering the premises.

(3) While the tenancy continues, the lessor—

- (a) must maintain the premises in a way that the premises remain fit for the tenant to live in; and
- (b) must maintain the premises and inclusions in good repair; and
- (c) must ensure any law dealing with issues about the health or

safety of persons using or entering the premises is complied with; and

(d) if the premises include a common area—must keep the area clean.

Editor's note—

See section 217 (Notice of damage) for the tenant's obligations to notify the lessor about damage to premises and the need for repairs. (4) However, the lessor is not required to comply with subsection (2)(c) or (3)(a) for fixtures attached to premises, and inclusions supplied with premises, (the **non-standard items**) if—

- (a) the lessor is the State; and
- (b) the non-standard items are specified in the agreement and the agreement states the lessor is not responsible for their maintenance; and
- (c) the non-standard items are not necessary and reasonable to make the premises a fit place in which to live; and
- (d) the non-standard items are not a risk to health or safety; and
- (e) for fixtures—the fixtures were not attached to the premises by the lessor.

(5) In this section—

premises include any common area available for use by the tenant with the premises

