

# **SECTION 32**

# **STATEMENT**

PURSUANT TO DIVISION 2 OF PART II  
SECTION 32 OF THE SALE OF LAND ACT 1962 (VIC)

<b>Vendor:</b>	WALTER JAMES POCOCK
<b>Property:</b>	28 ACACIA AVENUE, UPWEY, VIC, 3158

**VENDORS REPRESENTATIVE**  
MOUNTAIN CONVEYANCING

Tel: 03 9754 7615  
Email: [office@mountainconveyancing.com.au](mailto:office@mountainconveyancing.com.au)

Ref: 24-6971

SECTION 32 STATEMENT  
28 ACACIA AVENUE, UPWEY VIC 3158

**32A FINANCIAL MATTERS**

32A(a) Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is contained in the attached certificate/s and as follows-

<b>Provider</b>	<b>Amount (&amp; interest if any)</b>	<b>Period</b>
Yarra Ranges Shire Council	Approx \$3,000.00	Per annum
South East Water	See attached certificate	Per annum
Land Tax	See attached certificate	Per annum

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:- None to the vendors knowledge

**Their total does not exceed \$4,000.00**

At settlement the rates will be adjusted between the parties, so that they each bear the proportion of rates applicable to their respective periods of occupancy in the property.

32A(b) The particulars of any Charge (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under the charge are as follows:- Not Applicable

**32B INSURANCE**

- (a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: - Not Applicable
- (b) Where there is a residence on the land which was constructed within the preceding six years, and section 137B of the *Building Act 1993* applies, particulars of the required insurance are as follows:- Not Applicable

**32C LAND USE**

(a) RESTRICTIONS

Information concerning any easement, covenant or similar restriction affecting the land (whether registered or unregistered) is as follows:-

- Easements affecting the land are as set out in the attached copies of title.
- Covenants affecting the land are as set out in the attached copies of title.
- Other restrictions affecting the land are as attached.
- Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:-

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the land. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

(b) BUSHFIRE

This land is in a designated bushfire- prone area within the meaning of the regulations made under the *Building Act 1993*.

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28 ACACIA AVENUE, UPWEY VIC 3158

(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

Planning Scheme: Yarra Ranges Planning Scheme  
Responsible Authority: Yarra Ranges Shire Council  
Zoning: See attached certificate  
Planning Overlay/s: See attached certificate

(e) Subject to Existing Tenancy – See attached

**32D NOTICES**

- (a) 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 of which the Vendor might reasonably be expected to have knowledge are:- None to the Vendors knowledge however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor
- (b) The Vendor is not aware of any 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.
- (c) Particulars of any Notice of intention to acquire served under Section 6 of the *Land Acquisition and Compensation Act, 1986* are: Not Applicable

**32E BUILDING PERMITS**

Particulars of any Building Permit issued under the *Building Act 1993* during the past seven years (where there is a residence on the land):-

Is contained in the attached Certificates, if any.

**32F OWNERS CORPORATION**

The Land is NOT affected by an Owners Corporation within the meaning of the *Owners Corporation Act 2006*.

**32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)**

- (1) The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987* is NOT –
- land that is to be transferred under the agreement.
  - land on which works are to be carried out under the agreement (other than Crown land).
  - land in respect of which a GAIC is imposed

**32H SERVICES**

The following are **not** connected if mark with X

Electricity  Gas supply  Water supply  Sewerage  Telephone services

SECTION 32 STATEMENT  
28 ACACIA AVENUE, UPWEY VIC 3158

Connected indicates that the service is provided by an authority and operating on the day of sale. The Purchaser should be aware that the Vendor may terminate their account with the service provider before settlement, and the purchaser will have to have the service reconnected.

**321 TITLE**

Attached are the following document/s concerning Title:

- (a) In the case of land under the *Transfer of Land Act 1958* a copy of the Register Search Statement/s and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and its location.
- (b) In any other case, a copy of -
  - (i) the last conveyance in the Chain of Title to the land; or
  - (ii) any other document which gives evidence of the Vendors title to the land.
- (c) Where the Vendor is not the registered proprietor or the owner of the estate in fee simple, copies of the documents bearing evidence of the Vendor's right or power to sell the land.
- (d) In the case of land that is subject to a subdivision -
  - (i) a copy of the Plan of Subdivision which has been certified by the relevant municipal council (if the Plan of Subdivision has not been registered), or
  - (ii) a copy of the latest version of the plan (if the Plan of Subdivision has not been certified).

**ATTACHMENTS**

Attached to this Section 32 Statement please find:-

- All documents noted as attached within this Section 32 Statement
- **Due Diligence** Checklist

**DATE OF THIS STATEMENT**

16 /

03 /20

24

**Name of the Vendor**

WALTER JAMES POCOCK

**Signature/s of the Vendor**

x



The Purchaser acknowledges being given a duplicate of this statement signed by the Vendor before the Purchaser signed any contract.

The Purchaser further acknowledges being directed to the DUE DILIGENCE CHECKLIST.

**DATE OF THIS ACKNOWLEDGMENT**

/

/20

**Name of the Purchaser**

**Signature/s of the Purchaser**

x

## 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.

### **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.



## REGISTER SEARCH STATEMENT (Title Search) Transfer of Land Act 1958

Page 1 of 1

VOLUME 05510 FOLIO 835

Security no : 124113100180A  
Produced 01/03/2024 04:27 PM

### LAND DESCRIPTION

Lot 122 on Plan of Subdivision 009404.  
PARENT TITLE Volume 04713 Folio 462  
Created by instrument 1403378 26/02/1929

### REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
WALTER JAMES POCOCK of 28 ACACIA AVENUE UPWEY VIC 3158  
AL831732E 21/04/2015

### ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AV467391V 25/03/2022  
AUSTRALIA AND NEW ZEALAND BANKING GROUP 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 LP009404 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)

Street Address: 28 ACACIA AVENUE UPWEY VIC 3158

### ADMINISTRATIVE NOTICES

NIL

eCT Control 16165A AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED  
Effective from 25/03/2022

DOCUMENT END





# Imaged Document Cover Sheet

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PLAN OF SUBDIVISION OF  
CROWN ALLOTMENTS 18 AND 19 SECTION B  
PARISH OF NARREE WORRAN  
COUNTY OF MORNINGTON  
VOL.4713 FOL.462

LP 9404

EDITION 3  
PLAN MAY BE LODGED  
6/7/1923

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

**ENCUMBRANCES**

AS TO THE LAND MARKED E-3  
THE EASEMENT TO THE M.M.B.W.  
CREATED BY N913753M

AS TO THE LAND MARKED E-4  
ANY EASEMENTS AFFECTING THE SAME

PART OF ALPINE AVENUE MARKED R1  
IS FURTHER ENCUMBERED BY THE  
CARRIAGEWAY EASEMENT  
CREATED BY 9634445

4 SHEETS  
SHEET 1

**COLOUR CODE**

E-1 = BLUE  
R1 = BROWN

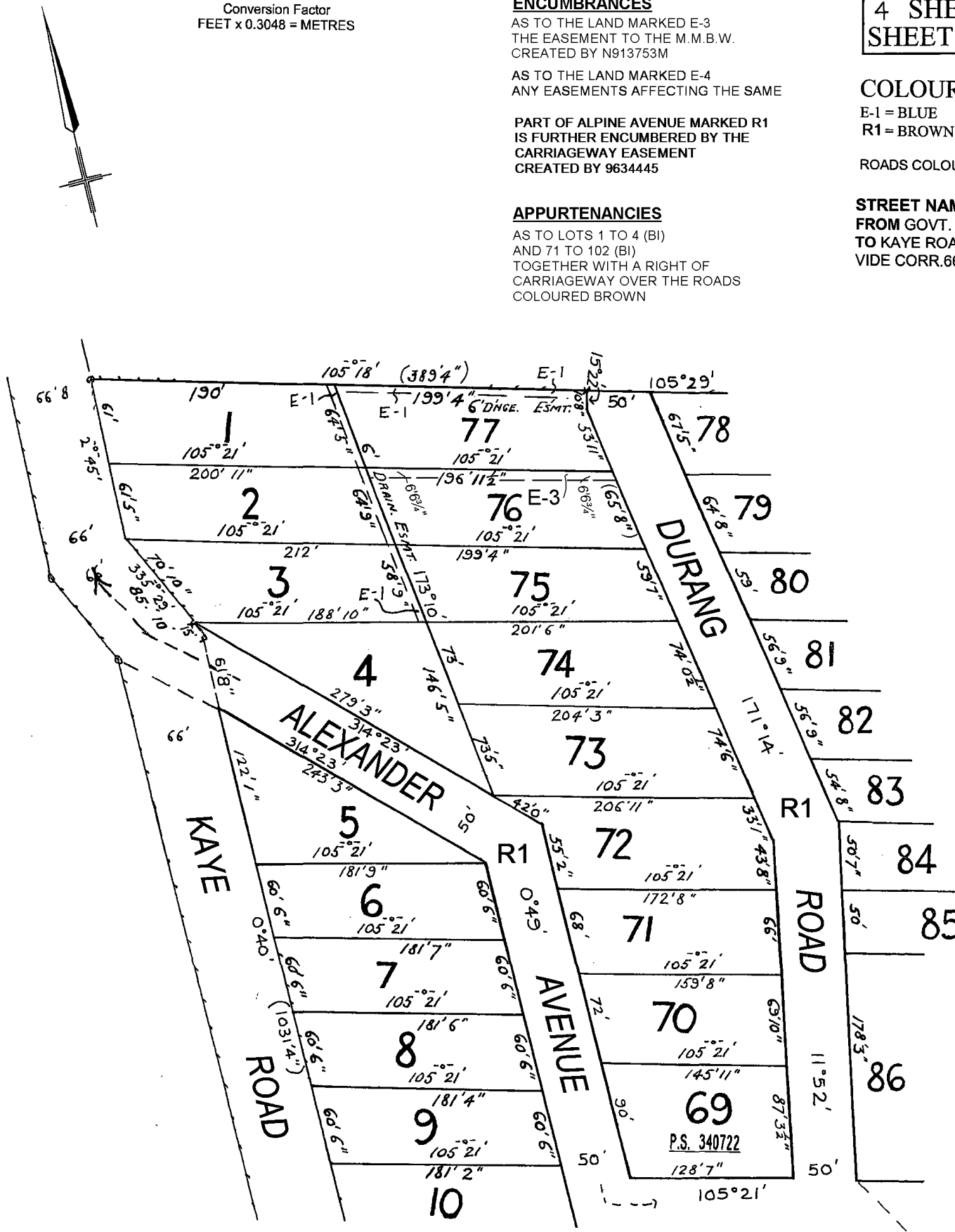
ROADS COLOURED BROWN

**APPURTENANCIES**

AS TO LOTS 1 TO 4 (BI)  
AND 71 TO 102 (BI)  
TOGETHER WITH A RIGHT OF  
CARRIAGEWAY OVER THE ROADS  
COLOURED BROWN

**STREET NAME AMENDED**

FROM GOVT. ROAD  
TO KAYE ROAD  
VIDE CORR.66/8626

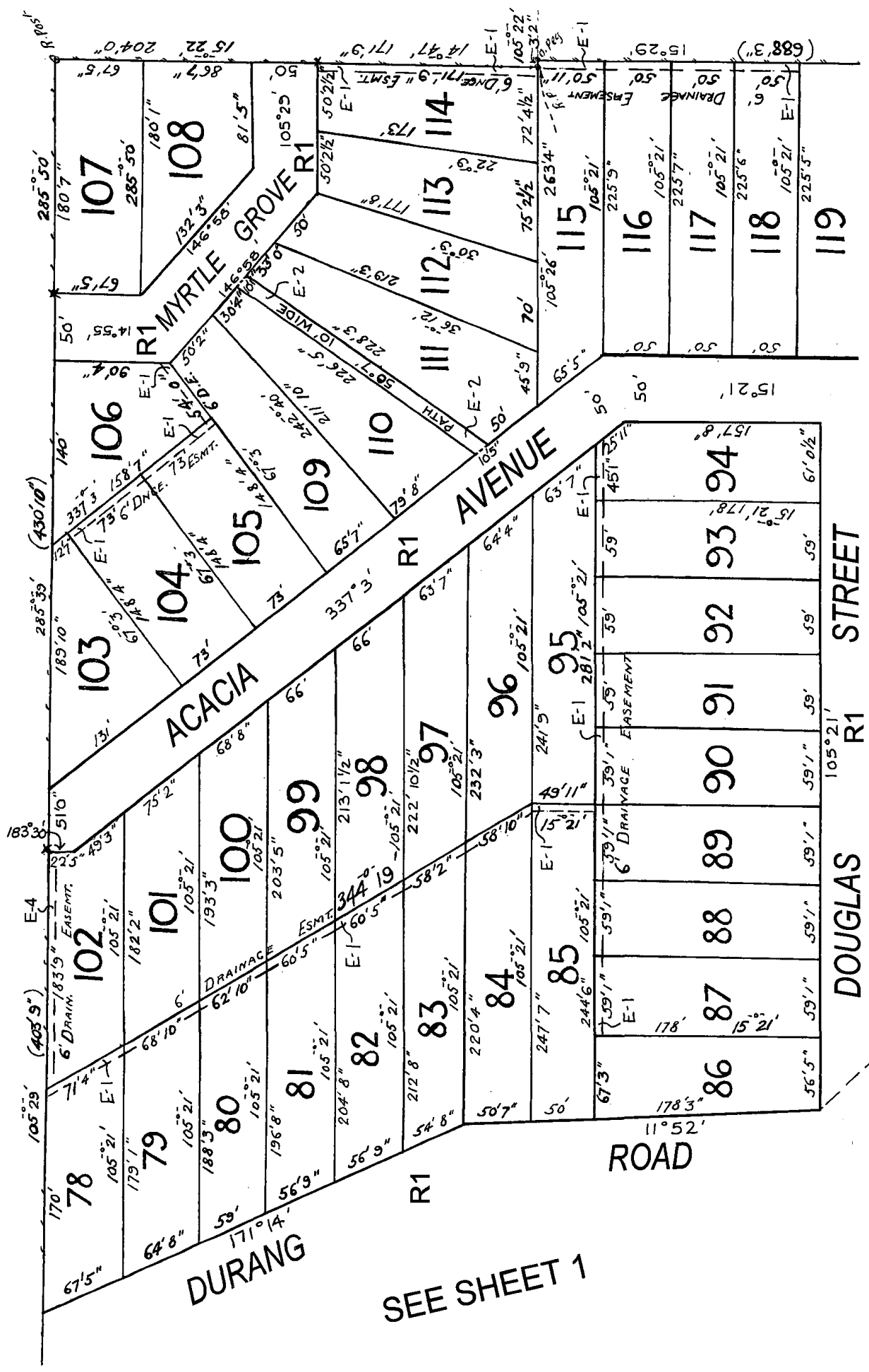


SEE SHEET 2

SEE SHEET 4

# LP 9404

4 SHEETS  
SHEET 2

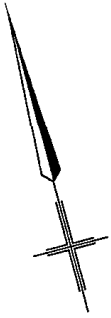


SEE SHEET 1

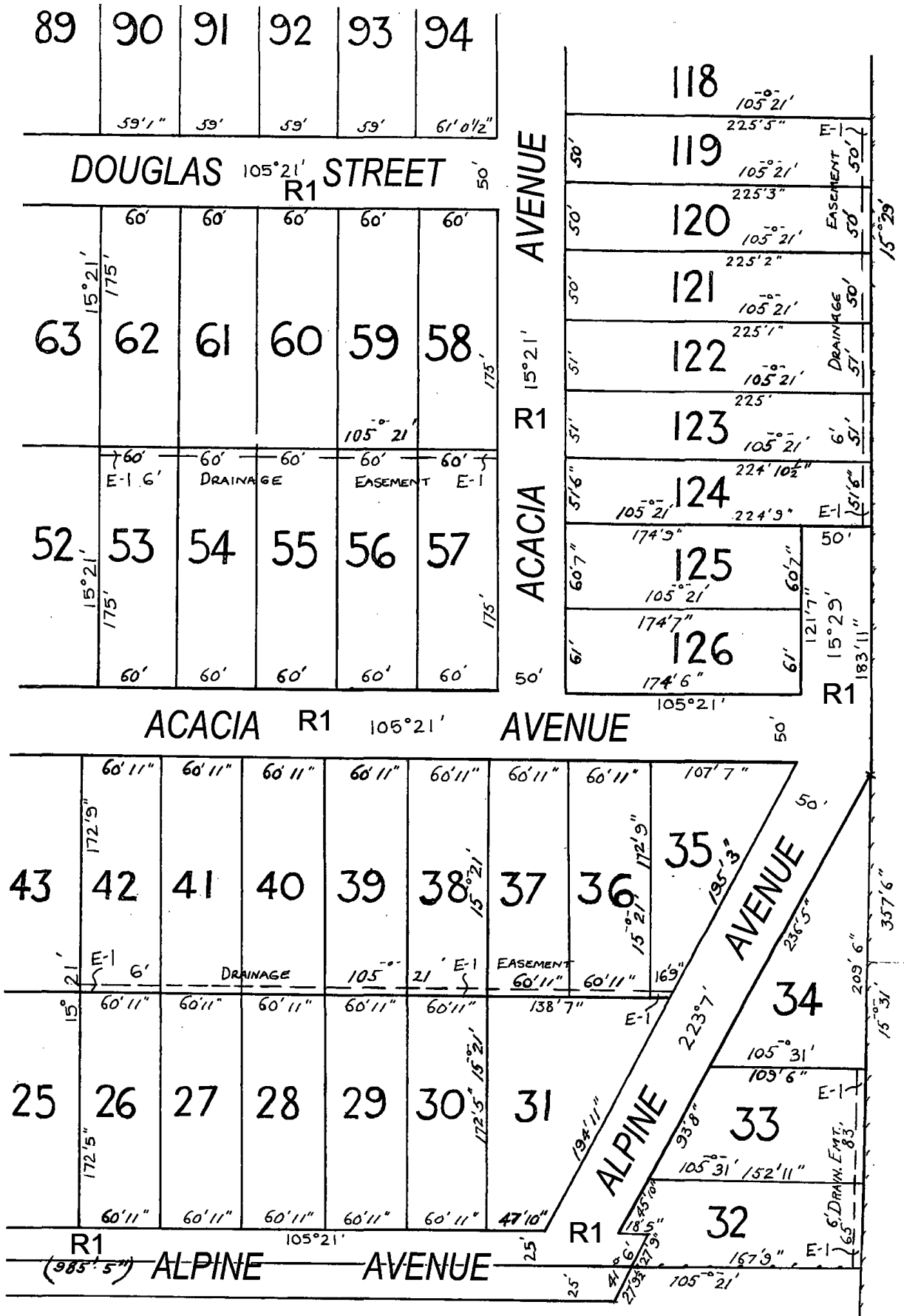
SEE SHEET 3

SEE SHEET 4

SEE SHEET 2



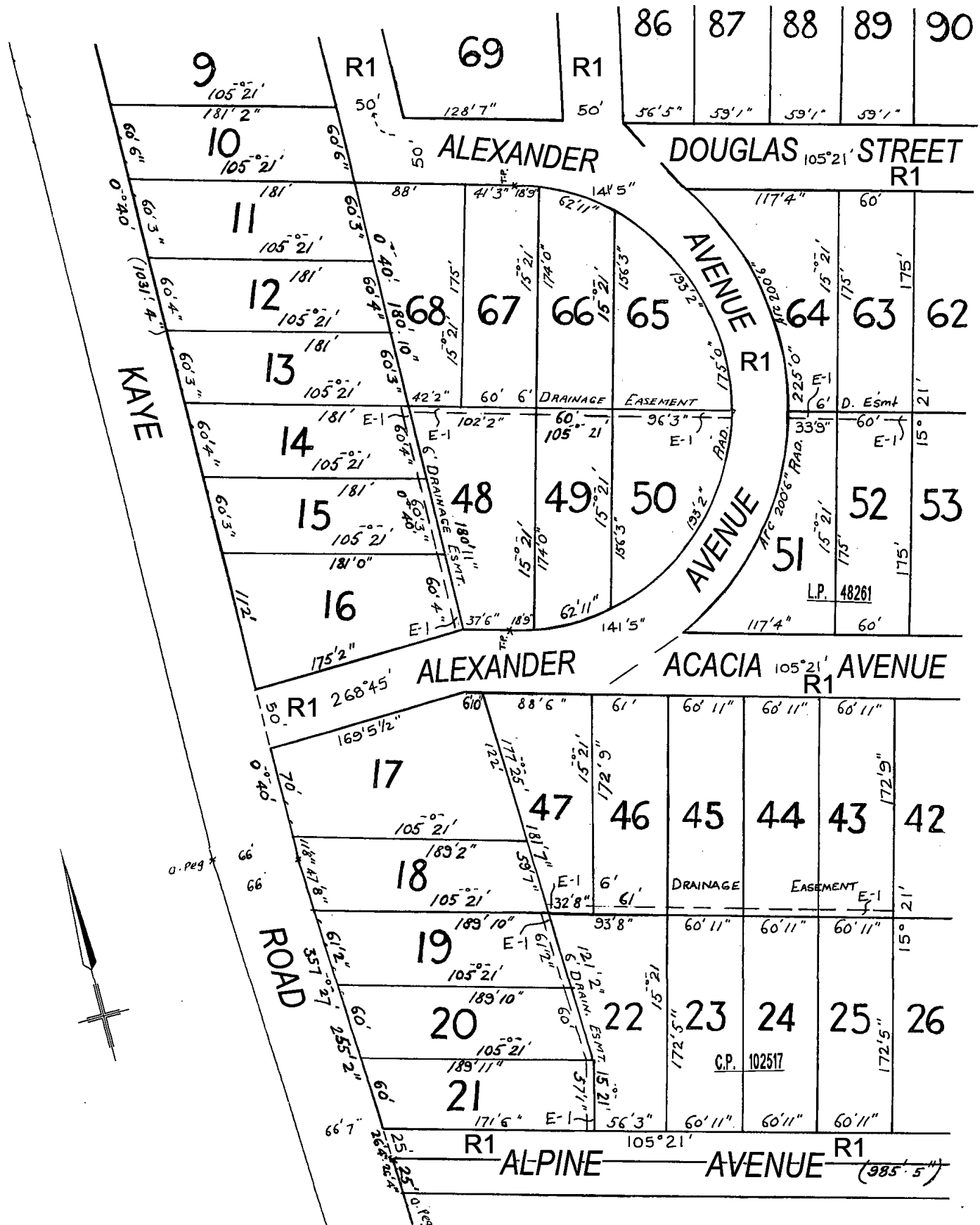
SEE SHEET 4



SEE SHEET 1

SEE SHEET 2

SEE SHEET 3





# PLANNING CERTIFICATE

Official certificate issued under Section 199 Planning & Environment Act 1987  
and the Planning and Environment Regulations 2005

## CERTIFICATE REFERENCE NUMBER

1009439

## APPLICANT'S NAME & ADDRESS

MELANIA SERWYLO C/- LANDATA  
MELBOURNE

## VENDOR

POCOCK, WALTER

## PURCHASER

NA, NA

## REFERENCE

24-6971

This certificate is issued for:

LOT 122 PLAN LP9404 ALSO KNOWN AS 28 ACACIA AVENUE UPWEY  
YARRA RANGES SHIRE

The land is covered by the:

YARRA RANGES PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

The land:

- is included in a LOW DENSITY RESIDENTIAL ZONE
- is within a SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 22
- and a BUSHFIRE MANAGEMENT OVERLAY - SCHEDULE 2

A detailed definition of the applicable Planning Scheme is available at :  
<http://planningschemes.dpcd.vic.gov.au/schemes/yarraranges>

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian Heritage Register at:

<http://vhd.heritage.vic.gov.au/>

01 March 2024

**Sonya Kilkeny**  
Minister for Planning

Additional site-specific controls may apply.  
The Planning Scheme Ordinance should be checked carefully.

The above information includes all amendments to planning scheme maps placed on public exhibition up to the date of issue of this certificate and which are still the subject of active consideration

Copies of Planning Schemes and Amendments can be inspected at the relevant municipal offices.

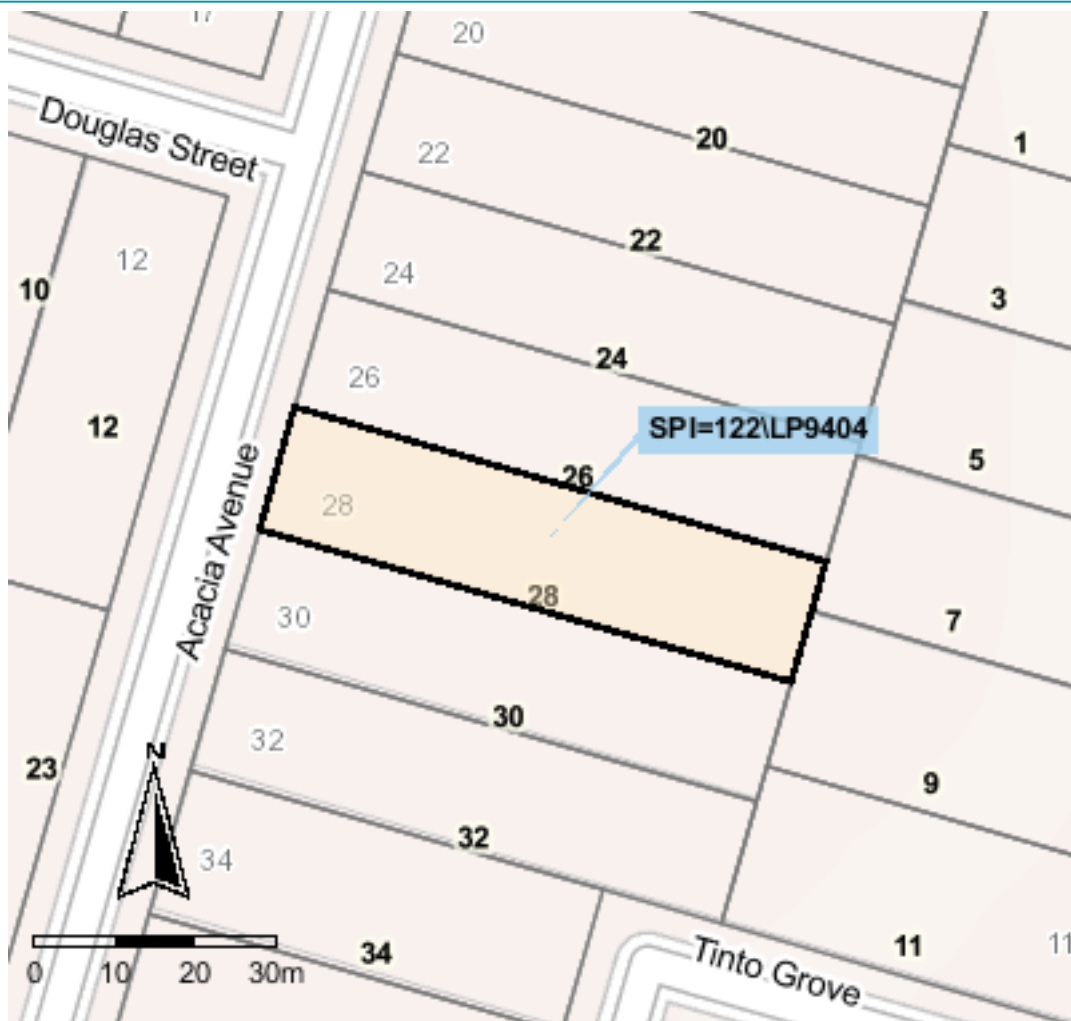
LANDATA@  
T: (03) 9102 0402  
E: [landata.enquiries@servictoria.com.au](mailto:landata.enquiries@servictoria.com.au)

The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9102 0402 or email [landata.enquiries@servictoria.com.au](mailto:landata.enquiries@servictoria.com.au)

**Please note: The map is for reference purposes only and does not form part of the certificate.**



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### Choose the authoritative Planning Certificate

#### *Why rely on anything less?*

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.

Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour. Next business day delivery, if further information is required from you.

### Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA® for auditing purposes and will not be released to any third party except as required by law.



From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 05 March 2024 02:59 PM

## PROPERTY DETAILS

Address: **28 ACACIA AVENUE UPWEY 3158**  
 Lot and Plan Number: **Lot 122 LP9404**  
 Standard Parcel Identifier (SPI): **122\LP9404**  
 Local Government Area (Council): **YARRA RANGES**  
 Council Property Number: **218191**  
 Planning Scheme: **Yarra Ranges**  
 Directory Reference: **Melway 75 C8**

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

[Planning Scheme - Yarra Ranges](#)

## UTILITIES

Rural Water Corporation: **Southern Rural Water**  
 Melbourne Water Retailer: **South East Water**  
 Melbourne Water: **Inside drainage boundary**  
 Power Distributor: **AUSNET**

## STATE ELECTORATES

Legislative Council: **EASTERN VICTORIA**  
 Legislative Assembly: **MONBULK**

## OTHER

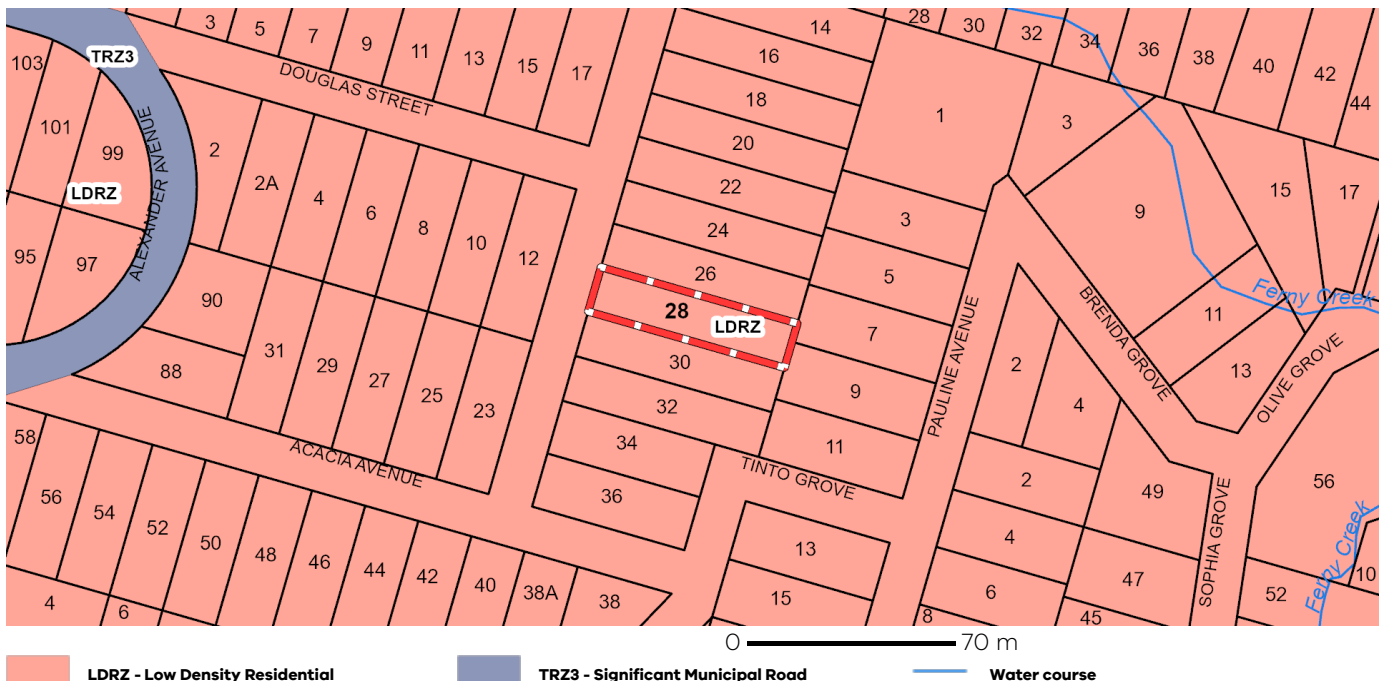
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural  
Heritage Aboriginal Corporation**

[View location in VicPlan](#)

## Planning Zones

[LOW DENSITY RESIDENTIAL ZONE \(LDRZ\)](#)

[SCHEDULE TO THE LOW DENSITY RESIDENTIAL ZONE \(LDRZ\)](#)



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

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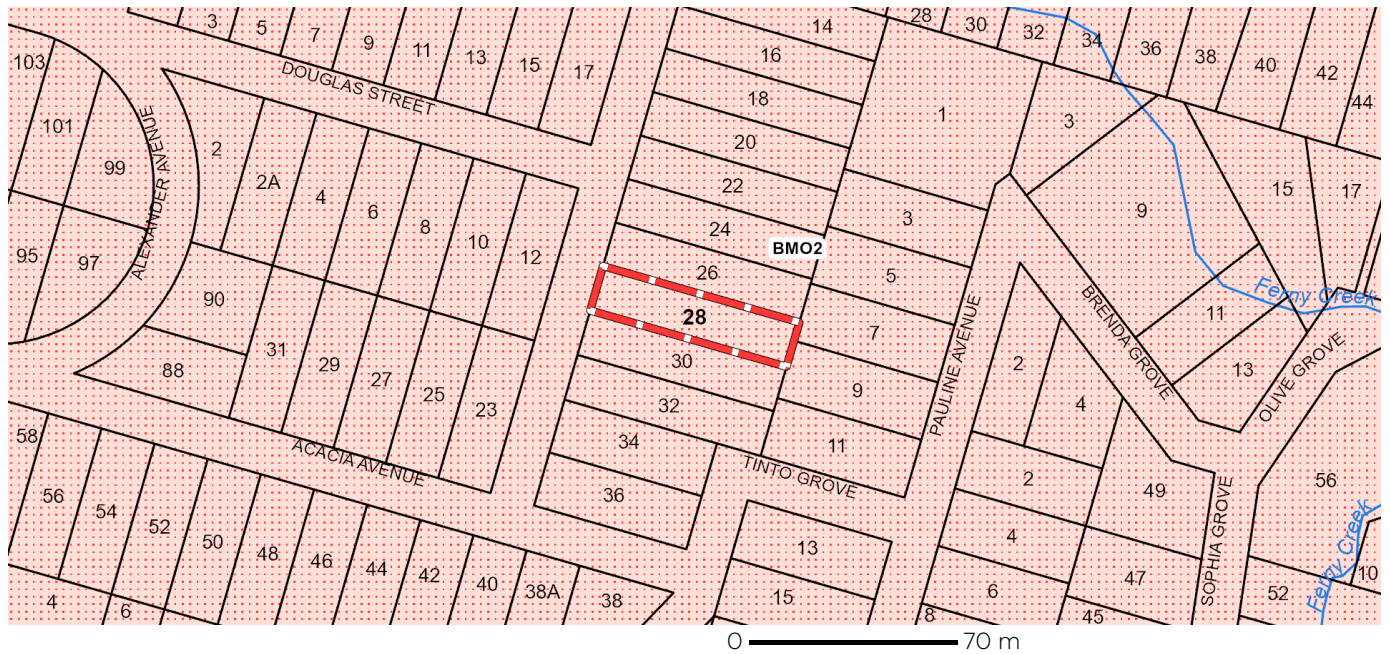
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 Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

## Planning Overlays

### BUSHFIRE MANAGEMENT OVERLAY (BMO)

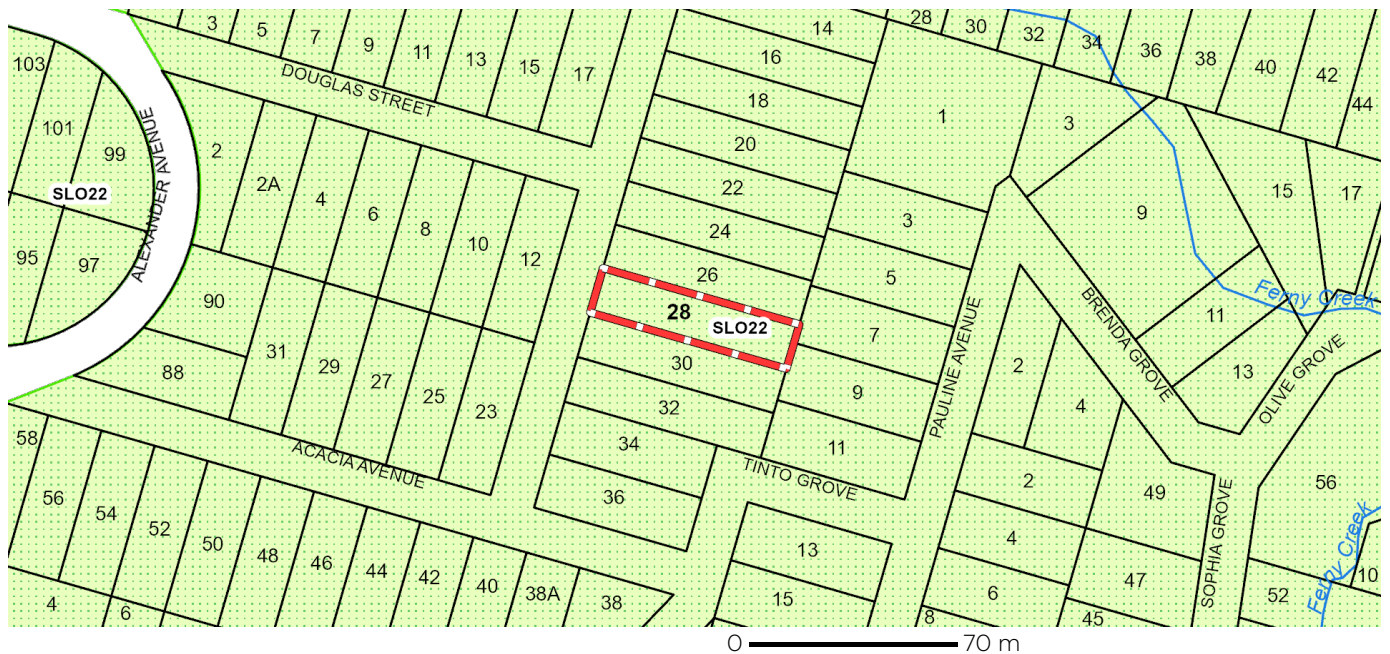
### BUSHFIRE MANAGEMENT OVERLAY - SCHEDULE 2 (BMO2)



Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

### SIGNIFICANT LANDSCAPE OVERLAY (SLO)

### SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 22 (SLO22)



Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

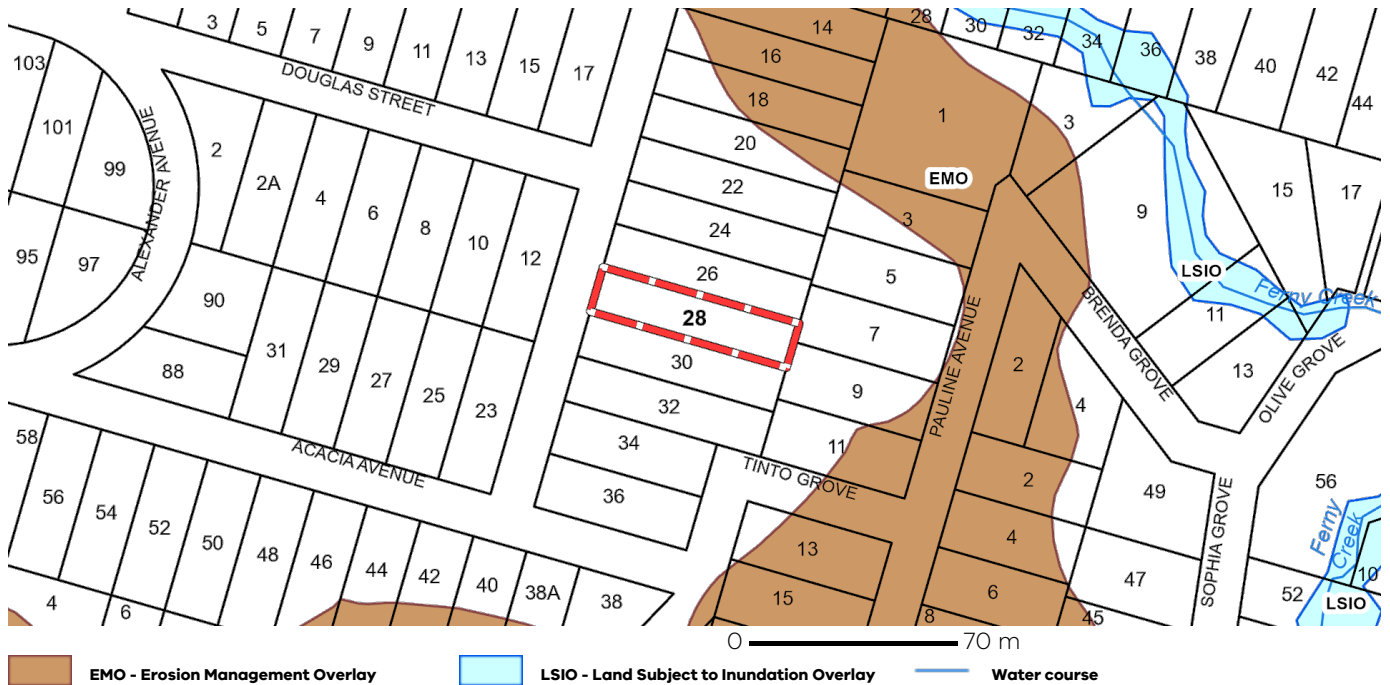
## Planning Overlays

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[EROSION MANAGEMENT OVERLAY \(EMO\)](#)

[LAND SUBJECT TO INUNDATION OVERLAY \(LSIO\)](#)



Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

## Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this property is an 'area of cultural heritage sensitivity'.

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

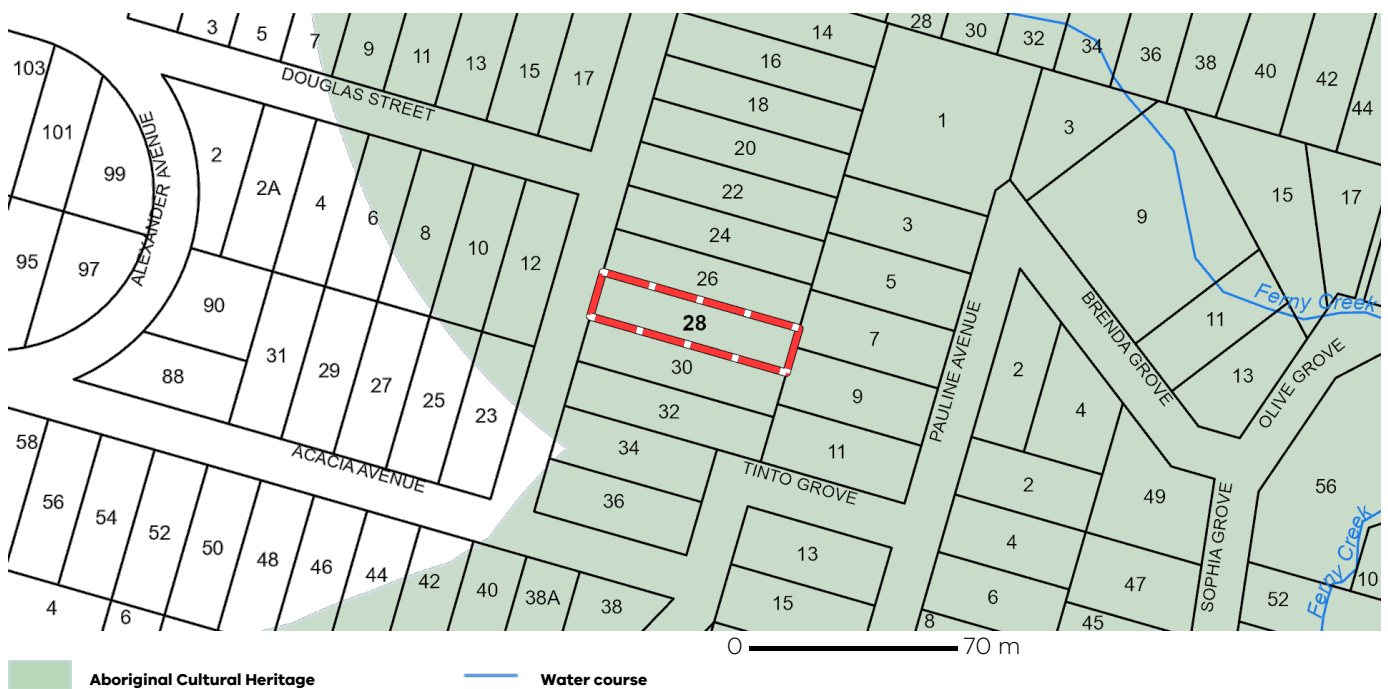
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to <http://www.aav.nrms.net.au/aavQuestion1.aspx>

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - <https://www.aboriginalvictoria.vic.gov.au/aboriginal-heritage-legislation>



## 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 property is in a designated bushfire prone area. Special bushfire construction requirements apply to the part of the property mapped as a designated bushfire prone area (BPA). 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 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 \(environment.vic.gov.au\)](#)

# BUILDING APPROVAL PARTICULARS

Building Act 1993 BUILDING REGULATIONS 2018 Regulation 51(1)

Certificate Number 120500  
Your Reference 72025462-018-1:154911  
Date Issued 4 March 2024

Landata  
DX 250639  
MELBOURNE VIC

**Yarra Ranges Council**  
PO Box 105  
Lilydale Vic 3140  
DX 34051  
**Call** 1300 368 333  
**Fax** 03 9735 4249  
mail@yarraranges.vic.gov.au  
www.yarraranges.vic.gov.au



**Property Address** 28 Acacia Avenue, Upwey VIC 3158  
**Property Description** Lot 122 LP9404 Ca 19 B PNarree Worrان  
**Assessment Number** 55633

An examination of Council's records reveals the following building approvals have been issued for the above property in the preceding 10 years and any current notices.

Please direct all enquiries to Building Services on 1300 368 333

Permit Number	Date issued	Brief Description of Works	Final Inspection	Reg 502(1) Statement, Notices, Order or Certificate
		No record of building approvals granted in preceding 10 years		None

Additional information under Regulation 51(2) can be obtained for an additional fee of \$50.70. This information will include details on whether a property is liable to flooding/designated land or works (uncontrolled overland drainage), subject to significant snowfalls or in a designated termite area.

Received the sum of \$50.70 for this certificate.

**George Avramopoulos**  
Municipal Building Surveyor

## **NOTES**

### **Smoke Alarms/Sprinkler Systems**

The Building Regulations Part 7 Division 2 – Fire Safety in Certain Existing Residential Buildings states that you may be required to provide hard wired smoke alarms and/or automatic fire sprinkler systems in residential buildings.

Note: Smoke Alarms were required to be installed by 1.2.99 or within 30 days of settlement, whichever was the earlier.

### **Swimming Pools**

The Building Regulations requires all swimming pools and spas capable of holding a depth of water exceeding 300mm to be provided with pool fencing/barriers. A building permit is required for any new fencing/barrier or alteration to existing fencing/barrier.



Melania Serwyllo  
E-mail: certificates@landata.vic.gov.au

Statement for property:  
LOT 122 28 ACACIA AVENUE UPWEY  
3158  
122 LP 9404

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
59A/18728/30	LANDATA CER 72025462-029-7	01 MARCH 2024	46103135

## 1. Statement of Fees Imposed

The property is classified as a serviced property with respect to charges which as listed below in the Statement of Fees.

### (a) By Other Authorities

<b>Parks Victoria - Parks Service Charge</b>	01/01/2024 to 31/03/2024	\$21.21
<b>Melbourne Water Corporation Total Service Charges</b>	01/01/2024 to 31/03/2024	\$29.54

### (b) By South East Water

<b>Water Service Charge</b>	01/01/2024 to 31/03/2024	\$21.48
<b>Sewerage Service Charge</b>	01/01/2024 to 31/03/2024	\$94.37
<b>Subtotal Service Charges</b>		<u>\$166.60</u>

**TOTAL UNPAID BALANCE** \$166.60

- Financial Updates (free service) are only available online please go to (type / copy the complete address shown below): <https://secureapp.southeastwater.com.au/PropertyConnect/#/order/info/update>

\* Please Note: if usage charges appear above, the amount shown includes one or more of the following:

Water Usage, Recycled Water Usage, Sewerage Disposal, Fire Service Usage and Trade Waste Volumetric Fees.

Interest may accrue on the South East Water charges listed in this statement if they are not paid by the due date as set out in the bill.

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at [www.southeastwater.com.au](http://www.southeastwater.com.au).
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.
- If this property has recently been subdivided from a "parent" title, there may be service or other charges owing on the "parent" which will be charged to this property, once sold, that do not appear on this statement.

AUTHORISED OFFICER:



LARA SALEMBIER  
GENERAL MANAGER  
CUSTOMER EXPERIENCE

**South East Water**  
**Information Statement Applications**

PO Box 2268, Seaford, VIC 3198

You must contact us to see if there are any such charges as they may be charged to this property on sale and should therefore be adjusted with the owner of the parent title beforehand.

- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (General) Regulations 2021, please include the Reference Number set out above in that Notice.
- Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.
- Every fee referred to above is a charge against the property and will be recovered from a purchaser of the property if it is not paid by the vendor.
- Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.
- If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property may not be connected to South East Water's works. To find out whether the property is, or could be connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.
- For a new connection to our water or sewer services, fees / charges will be levied.

## 2. Encumbrance Summary

Where available, the location of sewers is shown on the attached plan. Please ensure where manholes appear, that they remain accessible at all times "DO NOT COVER". Where driveways/paving is proposed to be constructed over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset, the owner will be responsible for all costs associated with any demolition and or re-instatement works, necessary to allow maintenance and or repair of the asset effected. Where changes to the surface levels requires maintenance shafts/holes to be altered, all works must be carried out by South East Water approved contractors only. For information call 131694. For all other works, prior consent is required from south East Water for any construction over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset.

To assist in identifying if the property is connected to South East Waters sewerage system, connected by a shared, combined or encroaching drain, it is recommended you request a copy of the Property Sewerage Plan. A copy of the Property Sewerage Plan may be obtained for a fee at [www.southeastwater.com.au](http://www.southeastwater.com.au) Part of the Property Sewerage Branch servicing the property may legally be the property owners responsibility to maintain not South East Waters. Refer to Section 11 of South East Waters Customer Charter to determine if this is the case. A copy of the Customer Charter can be found at [www.southeastwater.com.au](http://www.southeastwater.com.au). When working in proximity of drains, care must be taken to prevent infiltration of foreign material and or ground water into South East Waters sewerage system. Any costs associated with rectification works will be charged to the property owner.

Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

### **ENCUMBRANCE ENQUIRY EMAIL [infostatements@sew.com.au](mailto:infostatements@sew.com.au)**

If no plan is attached to this Statement, South East Water is not aware of any works belonging to South East Water being present on the property.

If a plan is attached to this Statement, it indicates the nature of works belonging to South East Water, their approximate location, and the approximate location of any easement relating to those works.

### **Important Warnings**

AUTHORISED OFFICER:



LARA SALEMBIER  
GENERAL MANAGER  
CUSTOMER EXPERIENCE

**South East Water**  
**Information Statement Applications**  
PO Box 2268, Seaford, VIC 3198

The map base for any attached plan is not created by South East Water which cannot and does not guarantee the accuracy, adequacy or completeness of any information in the plan, especially the exact location of any of South East Water's works, which may have changes since the attached plan was prepared. Their location should therefore be proven by hand before any works are commenced on the land.

Unless South East Water's prior written approval is obtained, it is an offence to cause any structure to be built or any filling to be placed on a South East Water easement or within 1 metre laterally of any of its works or to permit any structure to be built above or below any such area.

Any work that requires any South East Water manhole or maintenance shaft to be altered may only be done by a contractor approved by South East Water at the property owner's cost.

If the owner builds or places filling in contravention of that requirement, the owner will be required to pay the cost of any demolition or re-instatement of work that South East Water considers necessary, in order to maintain, repair or replace its asset.

This Statement does not include any information about current or outstanding consent issued for plumbing works on at the property.

### **3. Disclaimer**

This Statement does not contain all the information about the property that a prospective purchaser may wish to know. Accordingly, appropriate enquiries should be made of other sources and information.

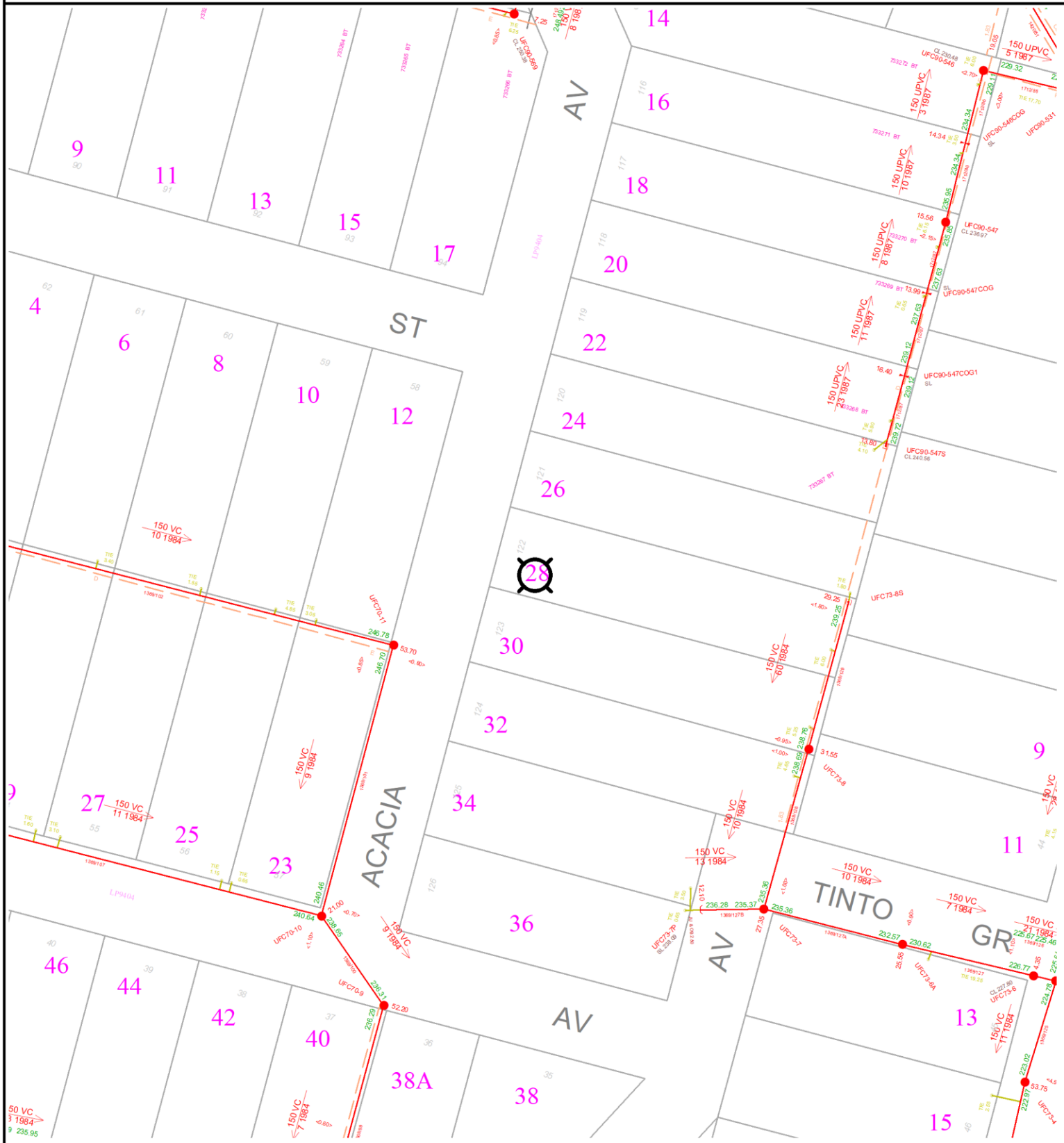
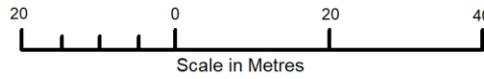
South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian Consumer Law.

AUTHORISED OFFICER:



LARA SALEMBIER  
GENERAL MANAGER  
CUSTOMER EXPERIENCE

**South East Water**  
**Information Statement Applications**  
PO Box 2268, Seaford, VIC 3198



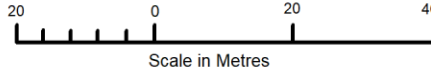
**WARNING:** This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

	Title/Road Boundary		Subject Property		Maintenance Hole
	Proposed Title/Road		Sewer Main & Property Connections		Inspection Shaft
	Easement		Direction of Flow		Offset from Boundary
<b>Melbourne Water Assets</b>					
	Sewer Main		Underground Drain		Natural Waterway
	Maintenance Hole		Channel Drain		Underground Drain M.H.

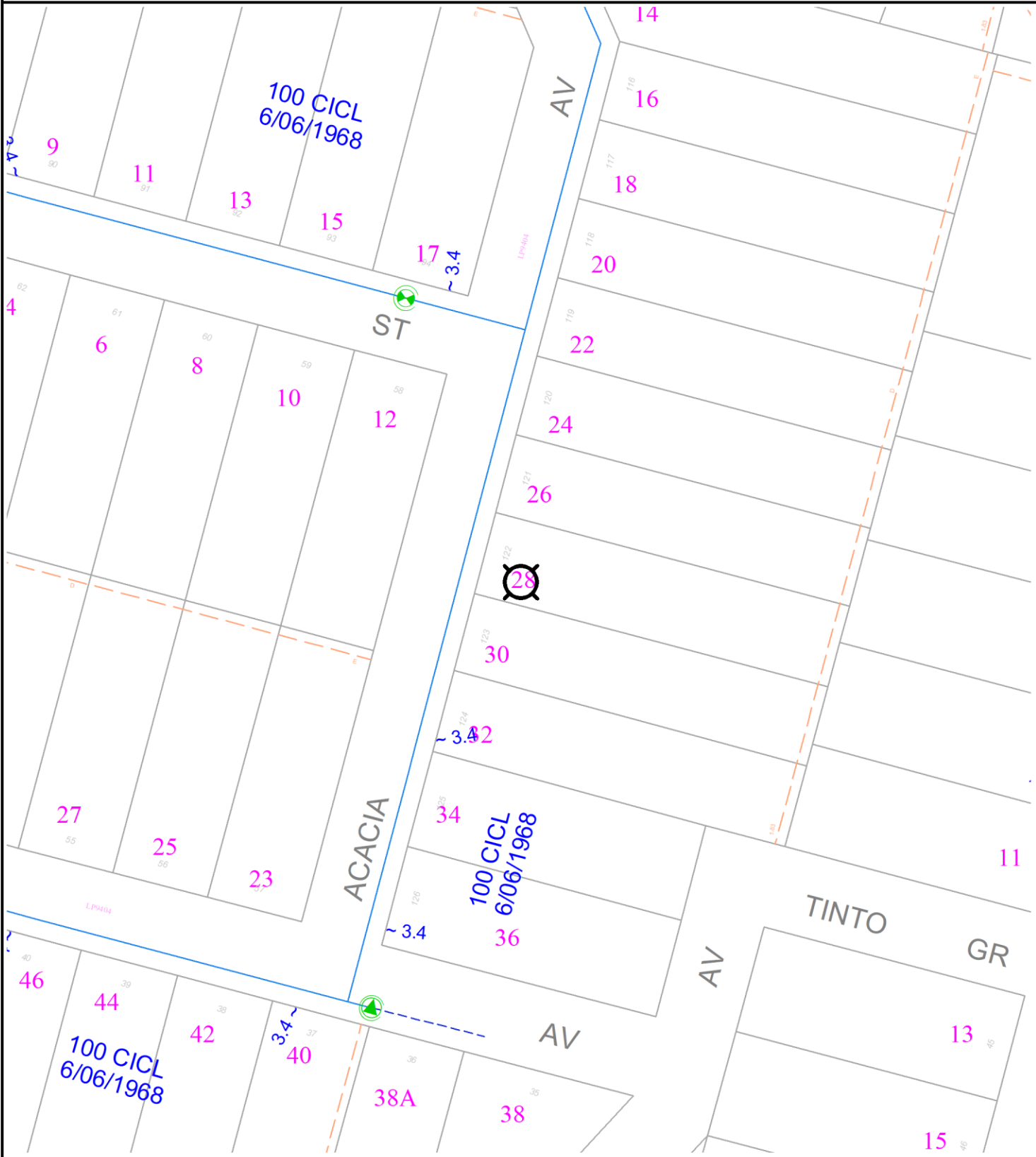


Property: Lot 122 28 ACACIA AVENUE UPWEY 3158

Case Number: 46103135



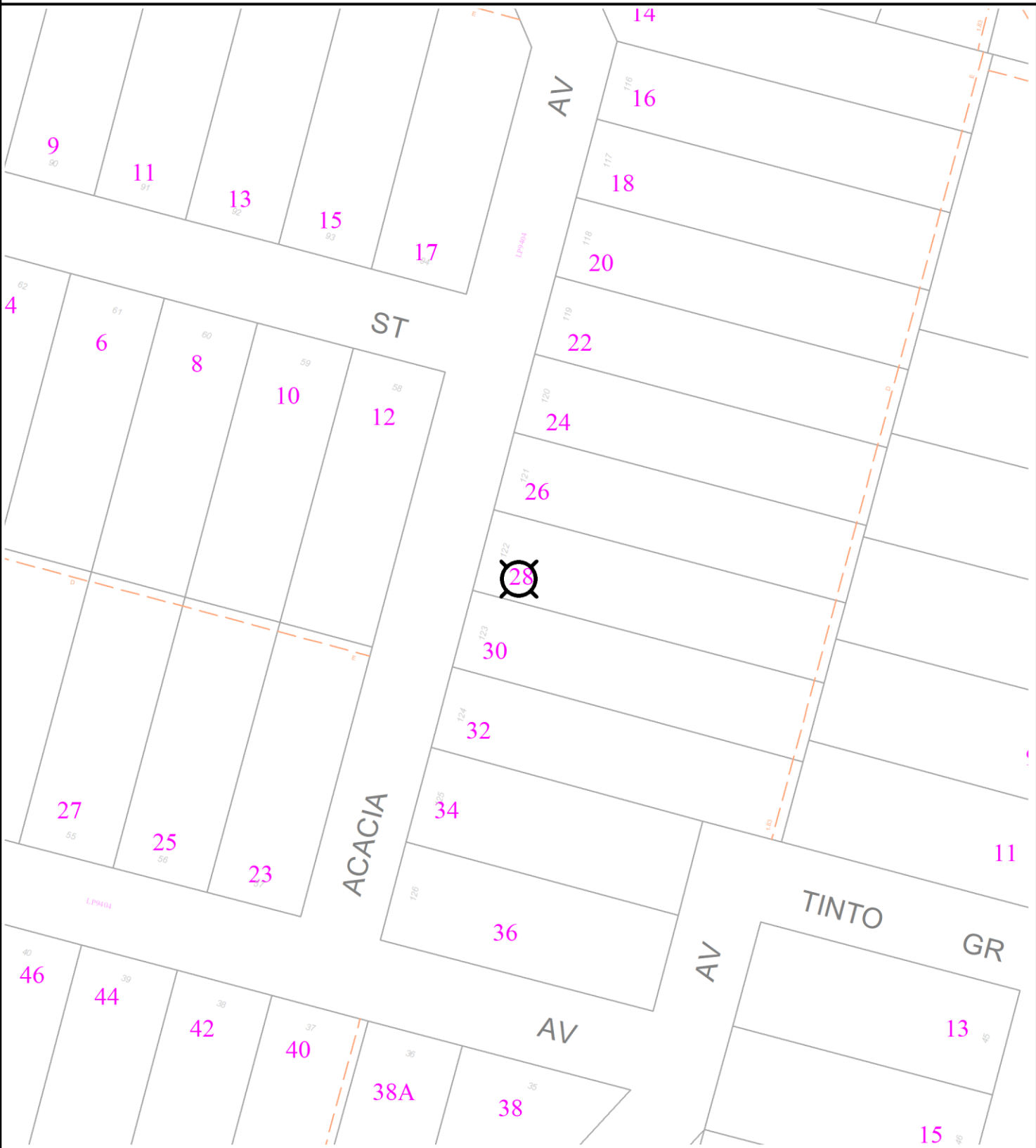
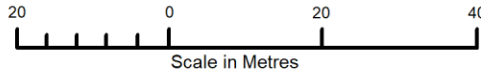
Date: 01MARCH2024



**WARNING:** This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

**LEGEND**

- |  |                     |  |                       |  |       |                      |
|--|---------------------|--|-----------------------|--|-------|----------------------|
|  | Title/Road Boundary |  | Subject Property      |  |       | Hydrant              |
|  | Proposed Title/Road |  | Water Main Valve      |  |       | Fireplug/Washout     |
|  | Easement            |  | Water Main & Services |  | ~ 1.0 | Offset from Boundary |



**WARNING:** This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

LEGEND			
	Title/Road Boundary		Subject Property
	Proposed Title/Road		Recycled Water Main Valve
	Easement		Recycled Water Main & Services
			Hydrant
			Fireplug/Washout
		~ 1.0	Offset from Boundary

# Property Clearance Certificate

## Land Tax



MELANIA SERWYLO

**Your Reference:** LD:72025462-014-3.24-6971

**Certificate No:** 71872715

**Issue Date:** 01 MAR 2024

**Enquiries:** ESYSPROD

**Land Address:** 28 ACACIA AVENUE UPWEY VIC 3158

Land Id	Lot	Plan	Volume	Folio	Tax Payable
7171074	122	9404	5510	835	\$2,025.00

**Vendor:** WALTER POCOCK

**Purchaser:** NA NA

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR WALTER JAMES POCOCK	2024	\$525,000	\$2,025.00	\$0.00	\$2,025.00

**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
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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: \$675,000

SITE VALUE: \$525,000

**CURRENT LAND TAX CHARGE: \$2,025.00**

# Notes to Certificate - Land Tax

Certificate No: 71872715

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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 = \$2,025.00

Taxable Value = \$525,000

Calculated as \$1,350 plus ( \$525,000 - \$300,000) multiplied by 0.300 cents.

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## Land Tax - Payment Options

**BPAY**



Billers Code: 5249  
Ref: 71872715

**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: 71872715

**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



MELANIA SERWYLO

**Your Reference:** LD:72025462-014-3.24-6971

**Certificate No:** 71872715

**Issue Date:** 01 MAR 2024

**Land Address:** 28 ACACIA AVENUE UPWEY VIC 3158

Lot	Plan	Volume	Folio
122	9404	5510	835

**Vendor:** WALTER POCOCK

**Purchaser:** NA NA

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.

A handwritten signature in black ink, appearing to read "Paul Broderick".

**Paul Broderick**  
Commissioner of State Revenue

**CURRENT WINDFALL GAINS TAX CHARGE:**

**\$0.00**

# Notes to Certificate - Windfall Gains Tax

Certificate No: 71872715

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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 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>  <p>Billers Code: 416073 Ref: 71872717</p> <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>  <p>Ref: 71872717</p> <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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\*\*\*\* Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning \*\*\*\*

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Melania Serwylo  
4/1567 Burwood highway  
TECOMA 3160

Client Reference: 24-6971

NO PROPOSALS. As at the 1th March 2024, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

28 ACACIA AVENUE, UPWEY 3158  
SHIRE OF YARRA RANGES

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 1th March 2024

Telephone enquiries regarding content of certificate: 13 11 71

**[Vicroads Certificate] # 72025462 - 72025462161305 '24-6971'**

**Ranges First National**

1660 Burwood Highway,  
Belgrave, VIC 3160

P: 97546111

E:

propertymanagment@rangesfn.com.au

ABN: 34493739706



**first  
national**  
REAL ESTATE

Ranges

# Residential Rental Agreement

for

28 Acacia Ave, Upwey VIC 3158

This agreement is between **Walter James Pocock, Jacqui Bayliss**  
and **Crystal Carolyn Daily-Dancocks, Chad Daymon Glowczynski, Genevieve Maladay.**

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No unauthorised use or copying permitted. All rights reserved.

# 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 16/01/2024

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

28 Acacia Ave, Upwey VIC

Postcode 3158

### 3. Rental provider details

Full name or company name of rental provider

Walter James Pocock, Jacqui Bayliss

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

Ranges First National

Address

1660 Burwood Highway, Belgrave, VIC

Postcode 3160

Phone number

97546111

ACN (if applicable)

613858772

Email address

propertymanagement@rangesfn.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:

#### 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.

---

## 6. Rent

Rent amount(\$)  
(payable in advance)

To be paid per  week  fortnight  calendar month

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

Date first rent payment due

---

## 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(\$)

Bond lodgement date

Bond Lodgement No.

## 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)

**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

Selena Emkic: propertymanagement@rangesfn.com.au

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

Crystal Carolyn Daily-Dancocks: [REDACTED]

No

**Renter 2**  Yes

Chad Daymon Glowczynski: [REDACTED]

No

**Renter 3**  Yes

Genevieve Maladay: [REDACTED]

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

Selena Emkic

Emergency phone number

0455891116

Emergency email address

propertymanagement@rangesfn.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

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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:
  - 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](http://consumer.vic.gov.au/products-and-services/business-practices/contracts/unfair-contract-terms).

### **32. Residential Tenancy Database**

In accord with Section 439 (1) of the Act Ranges First National will, within 14 days of receipt of a written request, provide a copy of any listing located on a residential tenancy database used by Ranges First National subject to the Act.

### **33. Rental Provider Obligations**

The Rental Provider may issue a notice to vacate in accord with the Act during the term of this Agreement and the Renter must vacate the Premises at the expiration of the notice period given in the notice to vacate. The Rental Provider or Ranges First National may during the last month of the term of this Agreement place a 'to let' notice on the Premises. The Rental Provider or Ranges First National may put on the Premises a notice or notices 'for sale' or 'auction' at any time during the term of this Agreement.

The Rental Provider must not increase the Rental more than once in every 12 months.

Unless this Agreement is specified in Item 5 of Part A to be for a fixed term the Rental Provider may, in accord with the provisions of Section 44 of the Act, increase the Rental by giving the Renter at least 60 day's notice of the increase.

This Agreement may only be amended in writing signed by the Rental Provider and the Renter.

Where the Premises form part of a building, the Rental Provider has the right to make and/or alter rules and regulations for the Premises and the Renter will be bound by such rules and regulations of the Act.

### **34. Availability of Premises**

Ranges First National will use its best endeavours so that the Premises are available on the Commencement Date.

### **35. Payment of Services**

The Renter shall pay all charges in respect of the consumption of water, electricity, gas, oil, national broadband network ("NBN") and telephone where the Premises are separately metered for these services as stipulated in the Act.

It is the Renter's responsibility to turn the main switch off to allow the power to be connected as required by the electricity provider. No claim shall be made against the Rental Provider or Ranges First National should the power not be connected at the commencement of this Agreement.

The Renter acknowledges that all arrangements for connection of a telephone line or national broadband network ("NBN") connection to the Premises shall be at the cost of the Rental Provider.

### **36. Contents Insurance**

The Renter is not required to take out any insurance. Notwithstanding this, the Renter acknowledges that any insurance policy of the Rental Provider does not provide cover for the personal possessions of the Renter. It is strongly recommended that the Renter should take out contents insurance to adequately cover those possessions.

### **37. Use of Premises**

The Renter shall only use the Premises for residential purposes unless the prior written consent of the Rental Provider has been obtained for any other use. The Rental Provider may impose reasonable terms and conditions on giving any consent. Any other use may be subject to council or other approval and any costs associated with such approvals will be the responsibility of the Renter. The Renter must not permit any short term or long term letting or licencing the use and/or occupation of any part of the Premises without the prior

written consent of the Rental Provider. Any request for consent must be made in writing to Ranges First National.

#### **38. No Representations**

The Renter acknowledges that no promise, representation, warranty or undertaking has been given by the Rental Provider or Ranges First National in relation to the suitability of the Premises for the purposes of the Renter otherwise than as provided in this Agreement. Without limiting Item 21 of Part D of this Agreement, the Rental Provider must ensure that the Premises comply with the rental minimum standards (as set out in Schedule 4 of the Residential Tenancies Regulations 2021), and further that the Premises are vacant and reasonably clean when the Renter moves in.

#### **39. 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 Premises.

The Renter acknowledges having received before entering into occupation of the Premises two copies of the Condition Report signed by or on behalf of the Rental Provider as well as a written statement setting out the rights and duties of the Rental Provider and Renter under a tenancy agreement ('Renting a Home - A Guide for Renters'). The Renter acknowledges that the Condition Report provided at the commencement of the tenancy must be signed and returned to Ranges First National within 5 business days after entering into occupation of the Premises. If the Condition Report is not returned, the copy held by Ranges First National will be accepted as conclusive evidence of the state of repair or general condition of the Premises, at the commencement of this Agreement.

#### **40. No Promise of Renewal**

The Renter acknowledges that no promise, representation or warranty has been given by the Rental Provider or Ranges First National in relation to any further renewal of this Agreement. Without limiting the generality of clause 5 in Part A of this Agreement, the Renter acknowledges that if this Agreement is specified in Part A, Item 5 of this Agreement as being for a fixed period, then it shall commence on the Commencement Date and end on the Expiry Date.

#### **41. Rental Provider Termination**

The Renter acknowledges that the Rental Provider may require possession of the Premises at the termination of this Agreement and may issue a notice to vacate in accord with the Act requiring vacant possession on the expiry of this Agreement.

#### **42. Lost Keys**

The Renter is responsible for the replacement of any lost key, auto remote control and the provision of any additional key and any locksmith's charge where any key is mislaid or lost. Ranges First National does not guarantee that it holds a spare set of keys to the Premises at its offices.

#### **43. Extra Keys**

The Renter acknowledges that should the Renter wish to order any extra key, auto remote control or other access device for the Premises it will be at the expense of the Renter. The Renter acknowledges that copies of all keys/auto remote controls and access devices must be returned to Ranges First National at the end of the tenancy without reimbursement.

#### **44. Floor Protection**

If the Premises include polished floorboards/floating floor, it shall be the responsibility of the Renter to fit floor protectors to all items of furniture to protect the floorboards from scratching. Stiletto shoes must not be worn at any time by any occupant and/or invitee of the Renter throughout the tenancy to prevent indentation being caused to the floors.

#### **45. Changing Locks**

The Renter may change any lock security alarm code and/or other security device at the Premises. If the Renter changes any lock security alarm code and/or other security device, the Renter must give the Rental Provider or Ranges First National a duplicate key and/or new security alarm code and/or other access device as soon as practicable.

#### **46. Comply with Insurance**

Subject to the Renter having been provided with a copy of any insurance policy maintained by the Rental



Provider, the Renter must not knowingly do or allow anything to be done at the Premises that may invalidate any insurance policy or result in the premium being increased above the normal rate. For the avoidance of doubt the Rental Provider is responsible for payment of insurance, and nothing in this clause requires the Renter to take out or pay for any insurance.

**47. No Invalidating Insurance**

The Renter shall not do or allow anything to be done which would invalidate any insurance policy on the Premises or increase the premium including (but not limited to) the storage of flammable liquids or the use of any kerosene or oil burning heater at the Premises. For the avoidance of doubt the Rental Provider is responsible for payment of insurance, and nothing in this clause requires the Renter to take out or pay for any insurance.

**48. Protection Against Damage**

The Renter must take reasonable measures so that anyone that the Renter has allowed or permitted to be at the Premises does not cause damage to the Premises. This obligation shall not extend to the Rental Provider or Ranges First National or their respective contractors.

**49. Shared Services**

The Renter shall not do or allow to be done anything at the Premises that will cause the shared service facilities including (but not limited to) any driveway, lift or stairwell to become obstructed, untidy, damaged or used for any purpose other than for which it may be intended.

**50. No Servicing Vehicles**

The Renter must not service or repair or allow the service or repair of any motor vehicle, motorcycle, boat or caravan at the Premises except minor routine maintenance and cleaning, other than greasing and changing oil.

**51. Report Damage or Injury**

The Renter shall notify Ranges First National immediately in writing on becoming aware of any damage to or defects in the Premises or breakdown of facilities, whether or not it might injure a person or cause damage to the Premises.

**52. Notify Blockages**

The Renter must as soon as practicable notify the Rental Provider or Ranges First National of any blockage or defect in any drain, water service or sanitary system. No item that could cause a blockage including (but not limited to) any feminine hygiene product, disposable nappy or excessive amounts of toilet paper may be flushed down the sewerage septic stormwater or drainage systems. The Renter must pay the Rental Provider all reasonable expenses that are incurred in rectifying any defect or blockage that may be caused by the Renter or a person that the Renter has allowed or permitted to be at the Premises. This obligation shall not extend to any defect or blockage caused by the Rental Provider or Ranges First National or their respective contractors.

**53. Alterations**

The Renter shall not paint or affix any sign or any antenna or cabling onto the Premises without the prior written consent of the Rental Provider. The consent of the Rental Provider will not be unreasonably withheld. The consent of the Rental Provider may be made subject to any reasonable condition including (but not limited to) removal of the thing affixed when the tenancy is terminated. The Renter's rights and obligations in relation to modifications are set out in Part D, Item 22 of this Agreement. The Rental Provider may require the Renter to remove such items affixed and make good any damage caused by such removal.

**54. Rubbish**

The Renter shall deposit all rubbish including any carton and newspaper in a proper rubbish receptacle with a close fitting lid as required by the local council. Such rubbish receptacle shall be kept only in the place provided and placed out by the Renter for collection and returned to its allotted place in accord with local council by-laws and/or good practice.

**55. Pests**

The extermination of all pests including (but not limited to) any rat, cockroach, mouse, flea, ant or other pest that may infest the Premises is considered an urgent repair and shall be dealt with in accordance with Part D, Item 25 of this Agreement.

#### **56. Hanging Clothes**

The Renter shall not hang any clothes outside the Premises other than where provision for the hanging of clothes has been provided. The Renter must use any clothes drying facilities in the manner required by the Rental Provider or any owner's corporation.

#### **57. Replace Light Globes**

The Renter shall, at the Renter's expense, replace with a similar type style and feature/attribute any lighting tube, globe and down-light (including any starter ballast or transformer) at the Premises which become defective during the term or any extension of this Agreement unless the defect is proven to be caused by faulty wiring or a defective fitting.

#### **58. Smoke Free Zone**

The Renter acknowledges that the Premises are a 'Smoke Free Zone' and the Renter will ensure that the Renter and any invitees do not smoke inside the Premises.

#### **59. Payment of Rental**

All payments of Rental shall be made without demand by or on behalf of the Rental Provider and on time. No part payment will be accepted. All payments of Rental are to be made by the method advised in Item 8 in Part B of this Agreement or as notified in writing by Ranges First National from time to time.

#### **60. Rental Increase**

If the Renter disagrees with a Rental increase sought by the Rental Provider, the Renter may apply to the Director of Consumer Affairs Victoria for an investigation, provided the application to the Director of Consumer Affairs Victoria is made within 30 days after the notice of the Rental increase is given by or on behalf of the Rental Provider.

#### **61. Maintain Garden**

The Renter must maintain any garden at or adjacent to the Premises including the mowing and edging of any lawn, light trimming/pruning of small trees, shrubs and taking care of plants. Garden beds, paths and paving are to be maintained by the Renter in a neat and tidy condition, free of weeds and so far as is reasonably possible, free of garden pests and properly watered. When watering any garden, the Renter must comply with any government watering restrictions in place, from time to time. It is the responsibility of the Renter to maintain any water feature/fountain or pond at the Premises. The Renter must maintain the water quality and keep the water feature/fountain or pond clean as per the Condition Report at the commencement of the tenancy and taking into account fair wear and tear.

#### **62. Watering System**

If any garden is watered by a watering system and/or via any tank water, the Renter must maintain the system and/or tank in the state of repair and condition it was in at the start of this Agreement (fair wear and tear excepted). The Renter is not required to repair damage to the watering system caused by the Rental Provider, Ranges First National or their contractors.

#### **63. Rental Provider Repairs**

The Renter acknowledges that the Premises may require maintenance during the tenancy due to unforeseen acts of nature, wear and tear or other causes. Should this occur, the Rental Provider will use best endeavours to rectify any damage in a timely manner and in conjunction with any insurer and/or tradespeople appointed by any insurer. The Renter agrees to allow the Rental Provider or any tradespeople reasonable access to carry out any such repairs.

The Rental Provider must ensure that the Premises are provided and maintained in good repair. If there is a need for an urgent repair the Renter must notify Ranges First National in writing.

#### **64. Urgent Repairs**

The Renter acknowledges that Ranges First National is authorised to attend to urgent repairs to a maximum of \$2,500.00 (including GST) and the Renter agrees to use all reasonable efforts to contact Ranges First National during business hours or after hours information service on 0455891116 or Ranges First National approved after hours emergency tradespeople before any urgent repairs are completed. Please refer to the booklet 'Renting a Home - A guide for Renters' as provided for classification of urgent repairs.

#### **65. Vehicle Parking**

The Renter shall not park or allow any vehicle to be parked on the Premises or in any garage facilities made

available for use by the Renter as part of this Agreement which leaks oil unless a suitable oil drip tray is provided. No visitor cars are permitted to be parked at the Premises unless any dedicated visitor parking is provided by the Rental Provider or any owner's corporation. The Renter acknowledges that if the Premises are advertised without any off-street parking being made available, it shall be the responsibility of the Renter to enquire with the local council whether any parking permit is required for on-street parking in the vicinity of the Premises and/or otherwise make independent arrangements for the parking of any motor vehicle.

#### **66. Pets**

The Renter must not keep any animal, bird, or other pet at the Premises without first obtaining the written permission of the Rental Provider or Ranges First National. Permission will not be unreasonably withheld. In giving permission, the Rental Provider or Ranges First National may impose reasonable conditions. It is not unreasonable for the Rental Provider or Ranges First National to withhold permission if the rules of an owner's corporation prohibit pets being on common property or kept on the Premises. If an occupant of the Premises is blind, permission will not be required for the occupant to have a trained guide dog at the Premises (unless permission must be obtained from an owner's corporation). To seek the written permission of the Rental Provider or Ranges First National to keep a pet at the Premises the Renter must complete and provide a pet request form.

#### **67. Pools and Water Features**

The Renter must not install any pool, spa, pond or any other water retaining device (either inflatable or constructed) at the Premises without the express written permission of the Rental Provider. The Renter also agrees that should any such permission be granted it will be conditional on the Renter obtaining and providing evidence to the Rental Provider, of compliance with Council or any other regulations relating to pool installation or pool fencing requirements prior to the installation taking place.

#### **68. Rental Provider Entry**

Subject to compliance with the Act, the Rental Provider or Ranges First National has the right to enter the Premises:

- To carry out duties specified in this Agreement, or the Act or any other legislation or law;
- To value the Premises or any property of which the Premises form part, provided that at least 7 days' written notice has been given to the Renter;
- At any time between 8am and 6pm on any day (except a public holiday), for the purposes of showing prospective buyers or financial lenders through the Premises, provided that at least 48 hours' written notice has been given to the Renter;
- At any time between 8am and 6pm on any day (except a public holiday), for the purposes of showing prospective new renters through the Premises provided that at least 48 hours' written notice has been given to the Renter (and provided that such entry occurs in the period that is within 21 days before the termination date specified in the notice to vacate or notice of intention to vacate and otherwise subject to the requirements of the Act);
- To verify a reasonable belief that the Renter or any occupier may not have met any duties as a Renter of the Premises, provided that at least 24 hours' written notice has been given to the Renter;
- To make one general inspection provided that entry for that purpose has not been made within the last 6 months, and provided further that at least 7 days' written notice has been given to the Renter.

#### **69. Assignment and Sub-Letting**

If during the term of the tenancy the people in occupation of the Premises change -

The Renter must as soon as practicable notify the Rental Provider or Ranges First National in writing and comply with clause 27 in Part D of this Agreement.

The Renter acknowledges that the Renter will be required to reimburse the Rental Provider or Ranges First National for any cost or charge incurred in preparing a written transfer of this Agreement in accord with the fees within the Rental Provider's appointment of Ranges First National as agent to manage the Premises.

#### **70. Rental Provider Notice**

If the Rental Provider requires possession of the Premises when the tenancy ends, the Rental Provider will give the Renter the notice required by and in the manner prescribed by the Act.

#### **71. Renter Notice**

If the Renter wishes to vacate the Premises at the expiration of this Agreement the Renter must give the Rental Provider written notice of the intention of the Renter to vacate at least 28 days prior to the expiration of this Agreement.

#### **72. Periodic Tenancy**

If the Renter remains in occupation of the Premises after the expiration of this Agreement and does not enter into a new fixed term Agreement the tenancy reverts to a periodic tenancy such that the Renter must give written notice of the intention of the Renter to vacate the Premises specifying a termination date that is not earlier than 28 days after the day on which the Renter gives written notice.

#### **73. Rental Provider Expenses**

If the Renter decides to vacate the Premises during the term of this Agreement for whatever reason, the Renter shall be responsible for reimbursing to the Rental Provider or Ranges First National the following costs:

1. A pro rata letting fee;
2. Marketing costs as incurred by Ranges First National;
3. National tenancy database checks on each applicant or as required;
4. The continued payment of Rental until the first to occur of the Premises being relet or the current term of this Agreement expiring;
5. If the Premises are relet at a lower Rental, the Renter must pay to the Rental Provider any difference or shortfall as required for the unexpired portion of the term of this agreement subject to legal requirements.

#### **74. Return Keys**

The Renter acknowledges that it is the responsibility of the Renter on the termination of this Agreement to deliver all keys and any auto remote controls for the Premises to Ranges First National during business hours and to continue paying Rental until such time as all keys and auto remote controls are delivered.

#### **75. No Set-Off**

The Renter acknowledges that pursuant to the Act, the Renter cannot refuse to pay Rental on the grounds that the Renter intends to regard any part of the Bond as rent paid by the Renter. The Renter acknowledges that failure to comply with the Act may render the Renter liable to a penalty.

#### **76. Remove Personal Property**

The Renter shall be responsible for the removal of any furniture, fitting, personal property, motorcycle, car or boat spare parts or any other equipment at the termination of the tenancy, and shall reinstate the Premises or the land on which it is situated to the condition which existed at the commencement of the tenancy subject only to fair wear and tear.

#### **77. Window Cleaning**

If required in order to return the Premises to the state evidenced in the condition report or if otherwise required due to the size, location or inaccessibility of the windows at the Premises, the Renter agrees to have all windows at the Premises cleaned (both internally and externally) in a professional manner at the Renter's own cost immediately prior to vacating the Premises and taking into account fair wear and tear.

#### **78. Carpet Cleaning**

If required in order to return the Premises to the state evidenced in the condition report, the Renter will at the termination of the tenancy (whatever the cause of the termination might be) arrange for the carpet or rugs in the Premises to be professionally steam cleaned or dry cleaned (at the direction of the Rental Provider) by a reputable carpet cleaning contractor at the Renter's own cost and provide Ranges First National with an invoice/receipt for such work. The cleanliness of the carpet as stated on the ingoing condition report completed at the commencement of the tenancy will be taken into consideration in assessing the quality or outcome of such cleaning and taking into account fair wear and tear.

#### **79. Definitions and Interpretation**

All terms used in this Agreement shall have the meanings given to them in the Schedule which shall form part of this Agreement and Act means Residential Tenancies Act 1997 including any subordinate regulations and

Schedule means the schedule to this Agreement and Agreement means this document incorporating the Schedule and all attachments to this document.

**80. Electronic Notices**

The Renter acknowledges that the Renter is entering into a binding Agreement if this Agreement is signed utilising an electronic signature. Unless indicated to the contrary in the Item 9 of Part B of this Agreement, the Renter consents to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000. The Rental Provider consents to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000 at the email address of Ranges First National. If the Renter has not consented to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000 the Rental Provider shall not infer consent to the electronic service from the receipt or response to emails or other electronic communications.

**81. Change of Electronic Address**

The Rental Provider and the Renter must give immediate written notice to the Other Party and Ranges First National if the email address for the electronic service of Notices or other documents is changed or any other contact details are changed.

**82. Withdraw Consent**

The Renter may withdraw consent to the electronic service of notices or other documents by giving written notice to the Rental Provider or Ranges First National but such notice shall only become effective on receipt by the Rental Provider or Ranges First National.

**83. Furnishings**

If the Premises are let fully furnished or semi-furnished the Renter acknowledges that any furniture, fittings and chattels included in the Premises are listed in an attachment to this Agreement or in the Condition Report and the Renter further acknowledges that all such items are in good condition as at the date of this Agreement unless specifically noted to the contrary.

**84. Care for Furnishings**

The Renter agrees to care for and maintain any items of furniture, fittings and chattels leased with the Premises during the tenancy and deliver them to the Rental Provider at the end of the tenancy in the same condition as at the Commencement Date (fair wear and tear excepted). The Renter must follow any care or manufacturer's instruction manuals provided to properly care for any such furniture fittings and chattels leased with the Premises.

**85. Repair/Replacement of Furnishings**

At the end of the tenancy, the Renter must replace with items of equivalent quality features functionality and condition any of the items of furniture fittings and chattels leased with the Premises which have been damaged destroyed or rendered inoperable/useful during the term of this Agreement (fair wear and tear excepted).

**86. Cost of Repairs/Replacements**

The Renter acknowledges that the Renter may be liable for any repairs or maintenance costs to any furniture fittings and chattels leased with the Premises if the Renter has failed to comply with any manufacturer's recommendations if it results in loss or damage to any item of furniture fittings or chattels leased with the Premises.

**87. Owners Corporation**

A copy of the rules of any Owner's Corporation affecting the Premises are attached to this Agreement. The Renter must comply with the rules of the owner's corporation or any amending/superseding rules, a copy of which are provided to the Renter. The Renter is not obliged to contribute to owner's corporation capital costs or other owner's corporation expenses that would but for this clause be payable by the Rental Provider.

## **1. Special Conditions with Pets**

### **SPECIAL CONDITIONS**

## SMOKING

All smoking is to be done outside the house / unit, to ensure curtains, walls and carpets do not absorb the smell. Should this occur, it is the renter's responsibility to have the curtains and carpets professionally cleaned and the walls washed down.

## OCCUPATION

It is hereby agreed that the premises will not be permanently occupied by anyone other than the applicants approved by the rental provider. If a new renter wishes to move in or replace an existing renter, an application must be submitted and this must be approved by the rental provider, in the form of an approved application, prior to moving in.

## PAYING RENT

It is the renter's legal responsibility to pay rent to the agent. Rent must be paid to the agent at – 1 Bayview Road, Belgrave 3160

## RENT ARREARS

If you are having difficulty paying your rent, please contact our office immediately to discuss the matter. A reminder email/SMS will be sent to you after rent is 3 days late and every day thereafter. A notice to vacate will be automatically served on you if your rent falls 14 days into arrears.

## MAINTENANCE / REPAIRS

All maintenance repairs and requests must be submitted to the agent in via email: [propertymanagement@rangesfn.com.au](mailto:propertymanagement@rangesfn.com.au). **For all after hour emergency repairs please contact the office 9754 6111 leave a message with your name, property and phone number and will contact you ASAP.**

Any repair or fault reported by the renter, that is deemed to be user fault or no repair required, will be at the renter's expense and must be paid for with their next rent due.

## ASBESTOS

Due to the unknown composition of the walls and ceilings at the subject property, the Renter's acknowledge that they are not to disturb the surfaces in any way, which includes drilling, hammering, installing hooks or nails, sanding or painting surfaces. Furthermore the renters acknowledge that they will immediately advise the agent of any damage, should any occur, to any parts of the building during the period of the tenancy.

## CAR PARKING

The renter/s agree to park all vehicles in designated car parking areas and not on the front lawn or nature strip. Only road worthy vehicles are to be kept at the property at any time. The Renter shall not park or allow to be parked vehicles on the premises that leak oil unless a suitable tray is provided.

## GARDENS

Normally, unless otherwise specified, it is the renters responsibility to maintain the gardens and lawns of a rented premises. In the event the gardens and lawns are not being maintained by the renter, the owner will have the option to employ a gardener at the renters expense

## INSPECTIONS

Routine inspections are conducted twice yearly. The first routine inspection will be conducted after the first 3 months, followed by 6 monthly inspections thereafter. The agent will use digital photography at the time of the Inspection to report back to the owner the condition of the property.

## CARPETS

The renter/s hereby agree to have the carpets steam/dry cleaned at the end of the tenancy by a reputable company and to supply the agency with a copy of the invoice/receipt.

## TV BRACKETS

If a TV bracket is in the house, the Renter may use the provided bracket at their own risk. Renters responsibility is to ensure the TV is the correct weight for the wall mounted bracket, any damage caused by excess TV weight will be at the Renters expense.

## AGREEMENT TERMINATION

Renter/s are required to supply, in writing, to the agent any intention to vacate the premises. If the renter/s is currently on a fixed term rental agreement, they are required to supply 28 days written notice of their intention to vacate the premises, to co-incide with the expiration of the tenancy. If the renter/s are currently on a periodic rental agreement, they may give 28 days written notice to the agent, at any time throughout the tenancy.

## BREAKING THE AGREEMENT

If the event that the renter, who is currently on a fixed term rental agreement, needs to terminate their agreement prior to the expiration of their tenancy, they agree to the follow –

- Pay rent until such time as a suitable renter occupies the premises.
- Pro-rata portion of the letting fee
- All advertising costs involved
- Any GST applicable to the above

## KEYS

The renter/s hereby agree not to change any of the properties locks unless prior approved is received in writing from the owner.

The renter also agrees to supply the agency with a copy of all new keys to the property.

## BOND

Security deposits are only returned to renter/s after the property keys have been returned to the agency and a final inspection has been carried out.

## PETS

The renter/s are permitted to have a pet at the premises. **Any request to have additional pets at the premises must be submitted in writing by the renter/s on the prescribed Consumer Affairs form and approved by the rental provider/s.**

## INSURANCE

The Renter acknowledges that it is their responsibility to insure their possessions. The Renter also acknowledges that the Rental Provider's insurance policy will not provide cover for such possessions.

## CONDITION REPORT

The Renter acknowledges that the Condition Report provided at the commencement of the tenancy must be signed and returned to the Agent within 5 business days after entering into occupation of the premises. If the Condition Report is not returned, the copy held by the Agent will be accepted as conclusive evidence of the state of repair or general condition of the rented premises, as at the commencement of this tenancy.

### Renter Acknowledgement

1. *Crystal Carolyn Daily-Dancocks viewed and acknowledged at Tue, 16/01/2024 13:42 from device: Android 13 Samsung SM-A136B Samsung Internet 23.0*
2. *Chad Daymon Glowczynski viewed and acknowledged at Tue, 16/01/2024 17:32 from device: iOS 17.2.1 iPhone Mobile Safari 17.2*
3. *Genevieve Maladay viewed and acknowledged at Fri, 12/01/2024 10:08 from device: Android 10 K Chrome Mobile 120.0.0*

## Cat Clause

In regard to the leasing of the property, the rental provider(s) agree to the Renter(s) of the rental premises hereby agrees to the renters request to keep ONE cat on the premises as per application, providing the following conditions are fulfilled:

- The animal is to be registered with the local council in accordance to the appropriate local laws and that they must abide by council cat curfew regulations as stipulated below
- The animal causes no disturbance to the occupants of neighbouring properties;
- The Renter(s) agrees to repair any and all damaged caused by the animal to the rental premises including the grounds and associated vegetation;
- The Renter(s) agrees to complete a flea fumigation of the property at the termination of the tenancy at the Renter's cost, utilising an appropriate professional contractor at the discretion of the Managing Agent and/or Rental Provider(s). Written evidence of same, must be supplied to the Managing Agent upon request.

This clause is to be read in conjunction with Clause 26 within the Residential Rental Agreement. Failure to adhere to the above conditions will result in permission being withdrawn for the animal to be kept on the rental premises by the Rental Provider(s).

## Cat Curfew

**Cats are required to be kept within their owners' property boundaries at all times, following the introduction of a 24-hour cat curfew. They are free to be in the front or back yard, or inside a cat enclosure.**



Not letting cats roam outside the property boundary - along with regular vaccinations, a healthy diet and good companionship - is key to ensuring a long and healthy life for your cat.

**Renter Acknowledgement**

1. *Crystal Carolyn Daily-Dancocks viewed and acknowledged at Tue, 16/01/2024 13:42 from device: Android 13 Samsung SM-A136B Samsung Internet 23.0*
2. *Chad Daymon Glowczynski viewed and acknowledged at Tue, 16/01/2024 17:32 from device: iOS 17.2.1 iPhone® Mobile Safari 17.2*
3. *Genevieve Maladay viewed and acknowledged at Fri, 12/01/2024 10:08 from device: Android 10 K Chrome Mobile 120.0.0*

## Privacy Collection Notice

As professional property managers **Ranges First National** collects personal information about you. To ascertain what personal information we have about you, you can contact us on: 97546111

### Primary Purpose

As professional property managers, **Ranges First National** 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 **Ranges First National** 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

**Ranges First National** 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, **Ranges First National** 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 **Ranges First National** 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 **Ranges First National** privacy policy can be viewed without charge on the **Ranges First National** website; or contact your local **Ranges First National** office and we will send or email you a free copy.

### Disclaimer

**Ranges First National** 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. **Ranges First National** 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.

### Property Manager

Property Manager : **Selena Emkic** on behalf of **Walter James Pocock and Jacqui Bayliss** (Rental Provider)



Signed at Wed, 10/01/2024 17:01 , from device: Windows 10 Other Chrome 120.0.0

### Renter(s)

Renter 1: **Crystal Carolyn Daily-Dancocks**



Signed at Tue, 16/01/2024 13:43 , from device: Android 13 Samsung SM-A136B Samsung Internet 23.0

Renter 2: **Chad Daymon Glowczynski**



Signed at Tue, 16/01/2024 17:33 , from device: iOS 17.2.1 iPhone Mobile Safari 17.2

Renter 3: **Genevieve Maladay**



Signed at Fri, 12/01/2024 10:08 , from device: Android 10 K Chrome Mobile 120.0.0

## AUDIT TRAIL

**Crystal Carolyn Daily-Dancocks (Renter)**

- Tue, 16/01/2024 13:41 - Crystal Carolyn Daily-Dancocks clicked 'start' button to view the Residential Rental Agreement (*Android 13 Samsung SM-A136B Samsung Internet 23.0, IP: 49.183.44.131*)
- Tue, 16/01/2024 13:43 - Crystal Carolyn Daily-Dancocks stamped saved signature the Residential Rental Agreement (*Android 13 Samsung SM-A136B Samsung Internet 23.0, IP: 49.183.44.131*)
- Tue, 16/01/2024 13:43 - Crystal Carolyn Daily-Dancocks submitted the Residential Rental Agreement (*Android 13 Samsung SM-A136B Samsung Internet 23.0, IP: 49.183.44.131*)

**Chad Daymon Glowczynski (Renter)**

- Tue, 16/01/2024 17:32 - Chad Daymon Glowczynski clicked 'start' button to view the Residential Rental Agreement (*iOS 17.2.1 iPhone Mobile Safari 17.2, IP: 49.184.20.179*)
- Tue, 16/01/2024 17:33 - Chad Daymon Glowczynski stamped saved signature the Residential Rental Agreement (*iOS 17.2.1 iPhone Mobile Safari 17.2, IP: 49.184.20.179*)
- Tue, 16/01/2024 17:33 - Chad Daymon Glowczynski submitted the Residential Rental Agreement (*iOS 17.2.1 iPhone Mobile Safari 17.2, IP: 49.184.20.179*)

**Selena Emkic (Property Manager)**

- Wed, 10/01/2024 17:01 - Selena Emkic stamped saved signature the Residential Rental Agreement
- Wed, 10/01/2024 17:01 - Selena Emkic submitted the Residential Rental Agreement

**Genevieve Maladay (Renter)**

- Fri, 12/01/2024 10:05 - Genevieve Maladay clicked 'start' button to view the Residential Rental Agreement (*Android 10 K Chrome Mobile 120.0.0, IP: 180.150.58.194*)
- Fri, 12/01/2024 10:08 - Genevieve Maladay stamped saved signature the Residential Rental Agreement (*Android 10 K Chrome Mobile 120.0.0, IP: 180.150.58.194*)
- Fri, 12/01/2024 10:08 - Genevieve Maladay submitted the Residential Rental Agreement (*Android 10 K Chrome Mobile 120.0.0, IP: 180.150.58.194*)

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**AGREEMENT END**

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