

# AGENCY AGREEMENT TO ACT AS MANAGING AGENT FOR RESIDENTIAL PROPERTY

## ITEM 1 PRINCIPAL / S (PROPERTY OWNER / S)

Name / s		ABN / ACN	
Address		GST Registered <input type="checkbox"/> Yes <input type="checkbox"/> No	
Suburb		State	Postcode
Phone: Work	Mobile	Home	
Facsimile	Email		

## ITEM 2 PRINCIPAL'S MANAGING AGENT

Agency Name: Perspective Property Management & Maintenance Pty Ltd			
Licence Number 18402342			
Trading as Perspective Property Management		ABN / ACN 89 623 517 537	
Address PO Box 7248			
Suburb Kaleen	State ACT	Postcode 2617	
Phone 0413 892 187	Facsimile	Mobile 0413 892 187	Email Cate@perspectiveproperty.com.au

## ITEM 3 PROPERTY DETAILS

Block	Section	Division	Door No	Unit No	Unit Plan
Address					
Suburb		State	Postcode		

  

Property available from:	to	or As Advised By the Principal <input type="checkbox"/>
Term of lease preferred: Minimum Term	Maximum Term	
Initial Rent range: \$	to \$	per week / fortnight / calendar month*

*\*Delete whichever does not apply*

Description of Premises (e.g. house, unit, number of bedrooms, garage, etc.)

## ITEM 4 ENERGY EFFICIENCY RATING

Does your property have a current rating?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, what is the star rating?	

## ITEM 5 PRESENCE OF ASBESTOS

To facilitate the identification of Asbestos or presence of asbestos at the property please answer following in full:	
a. Are you aware of the use or presence of asbestos in the building?	<input type="checkbox"/> Yes <input type="checkbox"/> No
b. If yes, please specify where in the building (tick and provide details, as appropriate, of nature and location):	
Location	Provide details, if appropriate
<input type="checkbox"/> Roof	
<input type="checkbox"/> Walls	
<input type="checkbox"/> Floor	
<input type="checkbox"/> Fittings	
<input type="checkbox"/> Fixtures	
<input type="checkbox"/> Utilities	

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## ITEM 5 PRESENCE OF ASBESTOS (continued)

- c. If you have notice of (from any sources) or suspect the presence of asbestos in the building, do you have, or are you aware of, a management plan to respond to and deal with such matters? ☐ Yes ☐ No  
 Details \_\_\_\_\_
- d. If the building is managed by a body corporate, provide copies of any minutes dealing with the foregoing matter, or advise where they may be inspected  
☐ Attached ☐ Can be inspected at: \_\_\_\_\_
- e. Are you aware of any reason why your property may be deemed a stigmatised property as per definition in the *Agents Regulations Act 2003*. ☐ Yes ☐ No

## ITEM 6 AGENT RENUMERATION

The Agent shall be entitled to the following fees:

- a. A commission fee of: \_\_\_\_\_ % of gross rent collected + GST
- b. An inventory and condition report fee of:  
 \$ \_\_\_\_\_ + GST (Apartments) \$ \_\_\_\_\_ + GST (Townhouse & Houses) \$ \_\_\_\_\_ + GST (Furnished)
- c. A letting fee of: \$ \_\_\_\_\_ + GST
- d. A lease renewal fee of: \$ \_\_\_\_\_ + GST
- e. An administration fee of: \$ \_\_\_\_\_ + GST per ☐ week ☐ calendar month
- f. A termination fee of: \$ \_\_\_\_\_ + GST
- g. Other: \_\_\_\_\_

The above fees are payable on: \_\_\_\_\_

## ITEM 7 RESIDENTIAL LAND TAX LIABILITY

If you own a residential property that is rented, you are liable for land tax on that property. You are required to advise the Commissioner for ACT Revenue in writing within 30 days if a residential property you own becomes rented and subject to land tax. There are penalties for failing to provide the required information regarding land tax liability. Please contact the ACT Revenue Office for further information.

☐ initial

## ITEM 8 RENTAL DISBURSEMENTS

- Funds to be paid to Owner: ☐ Monthly ☐ Other
- Payment method: ☐ Bank account ☐ Other
- A / C Name: \_\_\_\_\_ Institution \_\_\_\_\_
- BSB: \_\_\_\_\_ Account No: \_\_\_\_\_
- Statements and correspondence are to be sent to: Email: ☐ Yes ☐ No ☐ Other

## ITEM 9 WATER CONSUMPTION

The Principal agrees to contribute (if applicable) \_\_\_\_\_ %, up to a maximum of \$ \_\_\_\_\_ towards the cost of water consumed annually at the Premises.

## ITEM 10 OTHER DISBURSEMENTS

The Principal hereby authorises the Agent to make payments on its behalf with regard to the following disbursements:

- |   |  |                                |
|---|--|--------------------------------|
| <input type="checkbox"/> General Rates  | <input type="checkbox"/> Landlord Protection Insurance | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Water Rates  | <input type="checkbox"/> Gardening /Lawn Mowing        | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Pest Control   | <input type="checkbox"/> Land Tax                      | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Body Corporate Levies                                      | <input type="checkbox"/> Repairs /Maintenance          | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Building and Contents Insurance (including Body Corporate) | <input type="checkbox"/> Pool Service                  | <input type="checkbox"/> _____ |

The Principal hereby authorises the Agent to organise on its behalf the following:

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Initial House Cleaning | <input type="checkbox"/> Initial Carpet Cleaning | <input type="checkbox"/> Initial Heating Service /Chimney Cleaning |
| <input type="checkbox"/> Initial Gardening      | <input type="checkbox"/> Initial Gutter Cleaning | <input type="checkbox"/> _____                                     |

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## ITEM 11 REPAIRS AND MAINTENANCE

The Principal authorises a Maximum expenditure (inclusive of GST) allowed in any one instance for repairs and maintenance (or trade quotes): \$

Preferred maintenance contactors:

Name / Company:

Mobile:

Email:

Tel:

Name / Company:

Mobile:

Email:

Tel:

## ITEM 12 INSURANCE DETAILS

Cover	Insurer	Policy No.	Amount	Excess	Due Date
Public Liability					
Workers Compensation					
Landlord Protection					
Building Insurance					
Contents Insurance					

## ITEM 13 ADDITIONAL DETAILS

☐ Not Applicable

☐ As detailed below

☐ See annexure(s)

## ITEM 14 SECURITY QUESTIONS

Please fill in two questions and answers for verification of changes to sensitive data

Question 1

Answer 1

Question 2

Answer 2

## ITEM 15 EMERGENCY CONTACT DETAILS

*N.B. The below party is authorised to be contacted*

Name:			
Relationship:			
Address:			
Suburb:		State:	Postcode:
Telephone	Home No.:	Business No.:	Mobile No.:
Email:			

## SIGNATURES

### Signed by the Principal

Full Name:

Signature:

Full Name:

Signature:

### Signed by the Agent or Agent's Representative

Full Name:

Signature:

Date

/ /

/ /

Date

/ /

# AGENCY AGREEMENT TO ACT AS MANAGING AGENT FOR RESIDENTIAL PROPERTY

## Terms and Conditions

### 1. APPOINTMENT AND AUTHORITY

- (a) The Principal appoints the Agent to provide property management services in relation to the leasing of the Property and to act for the Principal in relation to the entering into a Lease of the Property.
- (b) The Principal authorises the Agent as to:
  - (i) obtain references from prospective tenants, arrange inspections of the Property by prospective tenants and choose a tenant.
  - (ii) enter into and sign a tenancy agreement on behalf of the Principal (specifying the term for which the Property may be let).
  - (iii) undertake inspections of the Property including an initial inspection.
  - (iv) effect repairs to and maintain the Property or engage tradespersons to do so (subject to any limitations on expenditure specified by the Principal that may be incurred by the Agent without obtaining the Principal's approval).
  - (v) pay disbursements and expenses incurred in relation to the Agent's management of the Property.
  - (vi) collect rent, including the initial rent payment
  - (vii) receive, claim and disburse rental bond money
  - (viii) serve notices for breach of the tenancy agreement or to terminate the tenancy agreement.
  - (ix) undertake the necessary steps to obtain vacant possession and recover any money owing to the Principal in relation to the tenancy of the Property.
  - (x) represent the Principal in any tribunal or court proceedings in respect of the tenancy of the Property.
  - (xi) pay accounts for amounts owing in relation to the Property (e.g. general rates, water and sewerage rates, land tax, body corporate levies, repair expenses and maintenance expenses).
  - (xii) advertise the Property for letting or re-lettings.
  - (xiii) review the rent at the end of the tenancy or such other times as permitted under the *Residential Tenancies Act 1997*.
  - (xiv) display a "To Let" sign at the Property.
  - (xv) take photographs of the Property and enter such photographs and the Property details on websites.
  - (xvi) give the tenant written notice of any intended sale of the Property or the appointment of a real estate agent for the sale of the Property and the name and contact details of that agent.
  - (xvii) do all such things as may be required to comply with the provisions of the *Residential Tenancies Act 1997*, the *Residential Tenancies Regulations 1998*, the *Agents Act 2003* and the *Agents Regulations 2003*, including any amendments to those Acts and Regulations.
- (c) The Principal warrants that the Principal has authority to enter into this Agreement.

### 2. TERMINATION OF AGREEMENT

- (a) This Agreement remains in force until terminated.
- (b) Either the Agent or the Principal may terminate this Agreement upon giving 30 days prior written notice to the other.

### 3. REIMBURSEMENT OF EXPENSES OR CHARGES

- (a) The Principal must reimburse the Agent for disbursements incurred by the Agent as specified in Item 10.
- (b) The amount payable by the Principal for the disbursements incurred by the Agent ("the reimbursement amount") is calculated as the actual amount incurred by the Agent and is to be paid within 7 days of the written request of the Agent.
- (c) The Agent is authorised to pay the reimbursement amount from rental monies received on behalf of the Principal.
- (d) The services set out under Clause 1(b) can only be varied with the agreement in writing of the Principal.

### 4. REMUNERATION (refer Item 6)

- (a) The Principal agrees to pay the Agents the remuneration as specified in Item 6.

- (b) The Agent is authorised to pay the commission and the letting fee, following the preparation of a statement or tax invoice addressed to the Principal, in priority to any other amounts, from rental monies received on behalf of the Principal.

### 5. INDEMNITY

The Principal will indemnify and keep indemnified the Agent against all actions, suits, proceedings, claims, demands, costs and expenses whatsoever which may be taken or made against the Agent in the carrying out of the obligations pursuant to this Agreement provided that such actions, suits, proceedings, claims, costs and expenses do not arise from any negligent act or omission on the part of the Agent.

### 6. COMPLIANCE WITH LAWS

The Agent will, in carrying out all the obligations on their part to be carried out pursuant to this Agreement, comply with all applicable laws.

### 7. PRIVACY ACT 1988 COLLECTION NOTICE

- (a) The Principal acknowledges that the Agent uses personal information collected from or about the Principal to perform the Agent's obligations under this Agreement.
- (b) The Principal authorises the Agent to -
  - (i) use such information collected to promote the services of the Agent and to seek potential clients.
  - (ii) disclose such information to other parties including media organisations, on the internet, to potential landlords and their advisers, to potential tenants and their advisers, to clients of the Agent both existing and potential, to persons engaged to evaluate the Property, owners' corporations, government and statutory bodies, financial institutions, valuers, building consultants and pest inspectors.
- (c) The Agent will only disclose information to other parties as is required to perform the Agent's duties under this Agreement, to carry out those matters described in Clauses 7(a) and 7(b) or as is otherwise allowed under the *Privacy Act 1988* and provided that it is not in contravention of the *Residential Tenancies Act 1997*.
- (d) The Agent will provide to the Principal the information collected if the Principal wishes to have access to the information.
- (e) The Principal is at liberty to correct information collected by the Agent of it is inaccurate, incomplete or out of date.

### 8. ENERGY EFFICIENCY RATING STATEMENT

The Principal must provide the Agent with the following documents on the date that this Agreement is signed by the Principal -

- (a) a copy of an energy efficiency rating statement (if any) for the habitable part of the premises on the Property; or
- (b) a copy of a fresh energy efficiency rating statement for the habitable part of the premises if:
  - (i) building work under the *Building Act 2004*, section 6 has been carried out on the premises that affects the energy efficiency rating of the habitable part of the premises; and
  - (ii) before the building work was carried out, an energy efficiency rating statement had been prepared for the habitable part of the premises.

#### Note:

1. The Agreement must -
  - (a) identify the rebates, discounts, commissions & expenses that the Agent may receive; and
  - (b) estimate the amount of any rebates, discounts, commissions and expenses [s100(1)(b) *Agents Act 2003*]
2. A copy of the Agreement signed by the Agent must be given to the Principal within 48 hours after the Agreement is signed by the Principal [s100(1)(b) *Agents Act 2003*]
3. A copy of the asbestos report relating to the property (if any) or asbestos advice information sheet is to be provided in the advertisement and provided to the tenant.