

Landlord Disclosure Statement

Property Address _____

Our agency is required to verify ownership details and the property description. We shall carry out a Title Search at the time of listing the property for rent and as necessary after the listing (if required). If you have lived at the property prior to renting you will need to notify the local council of your change of address plus the Department of Natural resources.

www.dnrm.qld.gov.au

Has a building and/or electrical inspection been conducted at the property within the last 5 years?

1. NO

2. YES Details _____

Does the property have an Electrical Safety Power Switch installed to general power outlets?

1. YES

2. NO/ UNSURE Please be advised if you indicate NO or UNSURE then this will require an electrician to inspect the property (at owner's expense) to report and/or rectify before a tenancy can commence (*see Section 81 of the Electrical Safety Regulation 2013*)

Please provide details of your public liability insurance. Insurer _____ Policy No. _____ Exp ___/___/___

Is there gas at the property?

1. NO

2. YES Please attach copy of current gas compliance certificate for our file. If you don't have a certificate you should be able to obtain a copy from your current supplier, otherwise you may need to organise for a new certificate.

a. Name of current supplier _____

Do you have a current termite management plan in place for the property?

1. NO

2. YES. Details _____

Are there any matters that should be passed on to us as the managing agent, or tenants, relating to the property or property history?

For example: legal impediments (zoning of land or need to notify mortgagee before tenancy can commence), asbestos in the building, past drug labs, orders relating to fences or trees, past insurance claims, flooding etc

1. NO

2. YES. Details _____

If the property is a unit/ townhouse is there a Body Corporate? _____ Name of Body Corporate _____

Signature/s of Owner/s _____ Dated ___/___/___

Section 185 Residential Tenancies and Rooming Accommodation Act 2008

Information for our Landlords

Section 185 – Lessor’s Obligation generally (in part)

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

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

(3) While the tenancy continues, the lessor

- a. must maintain the premises in a way that the premises remain fit for the tenant to live in; and
- b. must maintain the premises and inclusions in good repair; and
- c. must ensure any law dealing with issues about the health or safety of persons using or entering the premises is complied with; and
- d. if the premises include a common area – must keep the area clean

As per item 15.2 (page 15 of 16) Terms of Appointment (being a schedule to and forming part of the approved Property Occupations Form 6)

- The client (lessor) acknowledges that the Agent is acting only as a licensed letting and /or managing agent and is not responsible for reporting any matters (including defects latent or otherwise) other than those that are readily apparent during standard periodic inspections or as brought to their attention as letting agent by the Tenant. The Agent is not otherwise qualified, and it is the Client’s responsibility to obtain specific advice with respect to the Property and its soundness as to building and structural integrity, pest, health, fire safety and other requirements.

As per item 10.7 (page 14 of 16) Terms of Appointment (being a schedule to and forming part of the approved Property Occupations Form 6)

- The Client (lessor) must have public (legal) liability insurance and be covered for a minimum of 10 million dollars, in addition to any insurance provided by a body corporate for common areas. Such policy must be maintained for the term of this Appointment and the Client must upon request provide a certificate annually confirming the currency of such policy.

As per item 16 (page 15 of 16) Terms of Appointment (being a schedule to and forming part of the approved Property Occupations Form 6)

- If an Electrical Safety Switch is not installed on the Property, the client must install an approved Electrical Safety Switch. (see Section 81 of the Electrical Safety Regulation 2013)

Lease Terms and other Landlord Instructions

Property Address _____

Pets at the Property

- 1. YES
- 2. NO
- 3. Pets considered on Application. Please provide any restrictions _____

Water Charges

Water usage can be charged to tenant on a consumption basis, but it requires the property to be certified water efficient by a qualified plumber. It also requires ongoing checks to ensure all items replaced are with similar water efficient fittings.

- 1. Property is 100% water efficient and a certification has been supplied by a qualified plumber. Tenant to pay 100% of the water charges.
- 2. Excess water charges over the standard Rates Notice allocation of 772kl per year will be charged to the tenant.
- 3. No water charges will be passed on to the tenant

Lawn Maintenance Included

- 1. NO
- 2. YES
 - a. Lawn mow and whipper snip.
Frequency?
 - b. Periodic tidy of trees, hedges and gardens only.
Frequency?
 - c. Full garden and lawn care.
Frequency?
 - d. Other _____

Property advertised FOR SALE

- 1. Not Applicable
- 2. The property will remain For Sale after a tenant has been secured.
- 3. The property will be withdrawn from the Sale market once a tenant has been secured.

(I understand as the property owner it is my responsibility to advise the selling agent of my instructions)

Continued...

Solar Power (Item 14)

Does your property have solar power? YES NO

If YES, it is important that the use of solar power is clear within the special terms of the lease.

Please indicate below which option you wish to be included in the lease and this wording is to be inserted on the lease agreement in *PART 3 Special Terms*. Under Item 14 the wording "As per Part 3 Special Terms" will be inserted.

- 1. *Tenant has the electricity account in their name. They pay the supply authority and receive any rebate (i.e. the solar bonus).*
- 2. *Property owner has the electricity account in their name. They pay the bill, receive the rebate, and ask the tenant to reimburse them the full amount.*
- 3. *Property owner has the electricity account in their name. They pay the bill and ask the tenant to reimburse them the full amount minus the rebate (e.g. \$400 bill, minus \$150 rebate = \$250 payable by the tenant).*
- 4. *Property owner has the electricity account in their name. They pay the bill and agree to pass on part of the rebate to the tenant (e.g. \$400 bill, \$150 rebate, the property owner agrees to pass on 50 per cent of the rebate = \$325 payable by the tenant).*
- 5. *Property owner has the electricity account in their name. They pay the account and receive the rebate. The cost of the electricity service is included in the rent.*

Swimming Pools

Does your property have a pool or spa? YES NO

If YES, it is important that the maintenance of the pool is clear within the special terms of the lease.

Please indicate below which option you wish to be included in the lease and this wording is to be inserted on the lease agreement in *PART 3 Special Terms*. Under Item 14 the wording "As per Part 3 Special Terms" will be inserted. Please note there must be a compliancy certificate provided before a tenancy commences and kept up to date.

- 1. *Owner to pay monthly pool servicing and chemicals costs to maintain the pool*
- 2. *Owner to pay monthly pool Servicing Costs only. Tenant responsible for the supply of chemicals as required either via pool contractor that carries out service directly arranged between tenant and contractor, or contractor to advise what chemicals are required to be added and tenant to source own chemicals.*
- 3. *Owner DOES NOT provide monthly service or Chemicals - Tenant to maintain the pool in acceptable standard including cleaning and treatment of water as required, having regard for its condition at the commencement of the tenancy agreement. Please note, the owner agrees to a full pool service be completed at owner's expense and arranged by the property manager once a lease has been secured. This report will be used to determine the condition of the pool at time of the tenant vacating. Please provide your preferred pool contractor of choice for this once off service otherwise one will be appointed on your behalf. Name of Pool Company:*

Signature/s of Owner/s _____ Dated ____/____/____