

IMPORTANT PROPERTY MANAGEMENT NOTICE PERIODS

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Area of legislation:	Landlord /Agent giving notice to Tenant	Tenant giving notice to Landlord
Ending a Fixed Term Agreement	30 days' notice	14 days' notice
'No Grounds' termination notices (on continuing)	90 days' notice	21 days' notice
Breach/ Termination Notice (ie. non-payment of rent)	14 days' notice plus 7 working days postage	14 days' notice
Tenant vacating to go to aged care OR public housing		14 days' notice
Frustrated Agreement – this is a situation where the landlord cannot honour the contract /lease ie house burning down/property is completely flooded and uninhabitable.	Owner has no obligation to find new premises for the tenant. Often impossible in case of “natural disaster” affected areas 0 days' notice	0 days' notice
Bank Repossession Orders	30 days' notice – 30 days holiday from rent	
Property has been sold and contracts exchanged As Vacant possession	If Property sold – Agent must give tenant 30 days' notice on “exchange of contracts”	
Notification of Sale of rented premises	14 days written “clear” notice before any marketing or advertising From 23 March must have tenants written permission re marketing the pty	14 days' notice – tenant wishing to vacate as received notice property is going on the market and not advised in lease. Refer Section 100 of RTA Act
Notice to tenant re: each viewing during sales process	48 hours' notice	
Notice re: property visit/periodic inspection	7 clear days written notice	
Bonds Max Four Weeks (no exceptions)	Max 4 weeks bond No Pet bonds allowed No “furnished premises” bond allowed	Agents/Landlords are not allowed to top up bonds on lease renewals
Methods of Rent Payments	All tenants MUST be given at least one ‘free’ option ie. pay by cheque, direct deposit	
Water Usage:	Tenant must be given 21 days to pay	
Break Fee for Leases	From 23 March 2020 there is a compulsory Break Fee - Check every lease This only applies to Leases signed after 23 March 2020	

A notice can be served by:

- Handing it to the tenant or landlord in person - make a file note of date/time/who you gave it too
- Delivering it to the letterbox – take a photo as a record and save in your software system – days start from the following day
- Posting it – must keep a handwritten mail book to prove service showing who/date/name of item sent and notices **CANNOT be sent Registered or Certified Mail.**
- Remember, when mailing the notice, whether by express mail or other snail mail option, you must allow 7(seven) WORKING days EXCLUDING the date of postage (in effect from 28 November 2018)
- You can send Express Post but you still need to allow the 7 working days for postage.
- Emailing it to the tenant or landlord at the **address they have specified for receiving notices** (eg. sent to the managing agent if they are acting on behalf of the landlord). You must have written consent from the tenant though