

VENDOR'S STATEMENT PURSUANT TO SECTION 32 OF THE SALE OF LAND ACT 1962

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.

VENDOR JOSHUA CRAIG ENNIS

PROPERTY 3 Wanjel Street, Strathfieldsaye

1. FINANCIAL MATTERS

1.1 Particulars of any Rates, Taxes, Charges or Other Similar Outgoings (and any interest on them):

- (a) Do not exceed \$5,000.00
- (b) Amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge of, are as follows:
 - (i) The purchaser will be liable for municipal, water, sewerage and drainage rates and charges from the date of settlement.
 - (ii) The purchaser may also become liable for State Land Tax depending on the use to which the property is put and other properties owned by the purchaser.

1.2 Particulars of any Charges (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.

Nil.

1.3 Terms Contract – This section 1.3 only applies if the vendor statement is in respect of a terms contract where the purchaser is obliged to make 2 or more payments (other than a deposit or final payment) to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land, particulars are as follows:

Not applicable.

1.4 Sale Subject to Mortgage This section 1.4 only applies if this vendor statement is in respect of a contract which provides that any mortgage (whether registered or unregistered), is NOT to be discharged before the purchaser becomes entitled to possession or to the receipt of rents and profits, are as follows:

Nil.

2. INSURANCE

2.1 Damage and Destruction - if the contract does not provide for the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or to the receipt of rents and profits, particulars of any policy of insurance maintained by the vendor in respect of any damage to or destruction of the land are as follows:

Not applicable.

- 2.2 **Owner-Builder** - if there is a residence on the land which was constructed within the preceding 6 years and section 137B of the *Building Act 1993* applies to the residence, particulars of any required insurance under that Act applying to the residence are as follows:

Not applicable.

3. LAND USE

- 3.1 **Easements, Covenants or Other Similar Restrictions** affecting the land (whether registered or unregistered):

(a) Are as set out in the attached copies of title documents otherwise none known to the vendor.

(b) Particulars of any existing failure to comply with the terms of that easement, covenant 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.

- 3.2 **Road Access** - there is access to the property by road.

- 3.3 **Designated Bushfire Prone Area** - the land is in a bushfire prone area under section 192A of the *Building Act 1993*.

- 3.4 **Planning Scheme** - information concerning the planning scheme is contained in the attached certificate.

4. NOTICES

- 4.1 **Notice, Order, Declaration, Report or Recommendation** of a public authority or government department or approved proposal directly and currently affecting the land, being a notice, order, declaration, report, recommendation or approved proposal of which the vendor might reasonably be expected to have knowledge particulars are as follows:

Nil.

- 4.2 **Livestock Disease or Contamination by Agricultural Chemicals** - particulars 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 are as follows:

Nil.

- 4.3 **Compulsory Acquisition** - particulars of any notice of intention to acquire served under section 6 of the *Land Acquisition and Compensation Act 1986* are as follows:

Nil.

5. BUILDING PERMITS

Details of the building permits have been issued under the *Building Act 1993* in the preceding 7 years (required only where there is a residence on the land) are as follows:

Building Permit No 20150482/0, a copy of which is attached together with the Occupancy Permit and Builder's Warranty Insurance;

6. OWNERS CORPORATION

The land is not affected by an Owners Corporation within the meaning of the *Owners Corporations Act 2006*.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

The land is not affected by the GAIC. There is no work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987*), certificate or notice relating to the GAIC applicable to the land.

8. NON-CONNECTED SERVICES

The following services are **not** connected to the land:

Nil.

9. TITLE

Attached is a copy of the Register Search Statement and the document, or part of the document, referred to as a "diagram location" in the Statement that identifies the land and its location.

10. DISCLOSURE OF ENERGY EFFICIENCY INFORMATION

There is no certificate relating to Energy Efficiency Information applicable.

11. DUE DILIGENCE CHECKLIST

The Sale of Land Act 1962 provides that the vendor or the vendor's licensed estate agent must make a prescribed due diligence checklist available to the purchasers before offering land for sale that is vacant residential land or land on which there is a residence. The due diligence checklist is NOT required to be provided with, or attached to, this vendor statement but the checklist may be attached as a matter of convenience.

The vendor makes this statement in respect of the land in accordance with section 32 of the *Sale of Land Act 1962*.

Date of this Statement: 07/09/2020

Signature of the vendor:



Joshua Craig Ennis

The purchaser acknowledges being given a duplicate of this statement signed by the vendor with the attached documents before the purchaser signed any contract.

Date of this Acknowledgment: /..... /.....

Signature of the purchaser:



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

Page 1 of 1

VOLUME 11560 FOLIO 084

Security no : 124085241218F
Produced 01/09/2020 03:29 PM

LAND DESCRIPTION

Lot 100 on Plan of Subdivision 712424Y.
PARENT TITLE Volume 11535 Folio 933
Created by instrument PS712424Y 19/03/2015

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
JOSHUA CRAIG ENNIS of 3 WANJEL STREET STRATHFIELDSAYE VIC 3551
AM067246P 29/07/2015

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AR430736E 07/09/2018
BANK OF QUEENSLAND LTD

COVENANT AM067246P 29/07/2015

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 set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE PS712424Y 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: 3 WANJEL STREET STRATHFIELDSAYE VIC 3551

ADMINISTRATIVE NOTICES

NIL

eCT Control 19006F BOQ - BANK OF QUEENSLAND LIMITED
Effective from 07/09/2018

DOCUMENT END

Imaged Document Cover Sheet

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Document Type	plan
Document Identification	PS712424Y
Number of Pages (excluding this cover sheet)	5
Document Assembled	16/01/2020 09:07

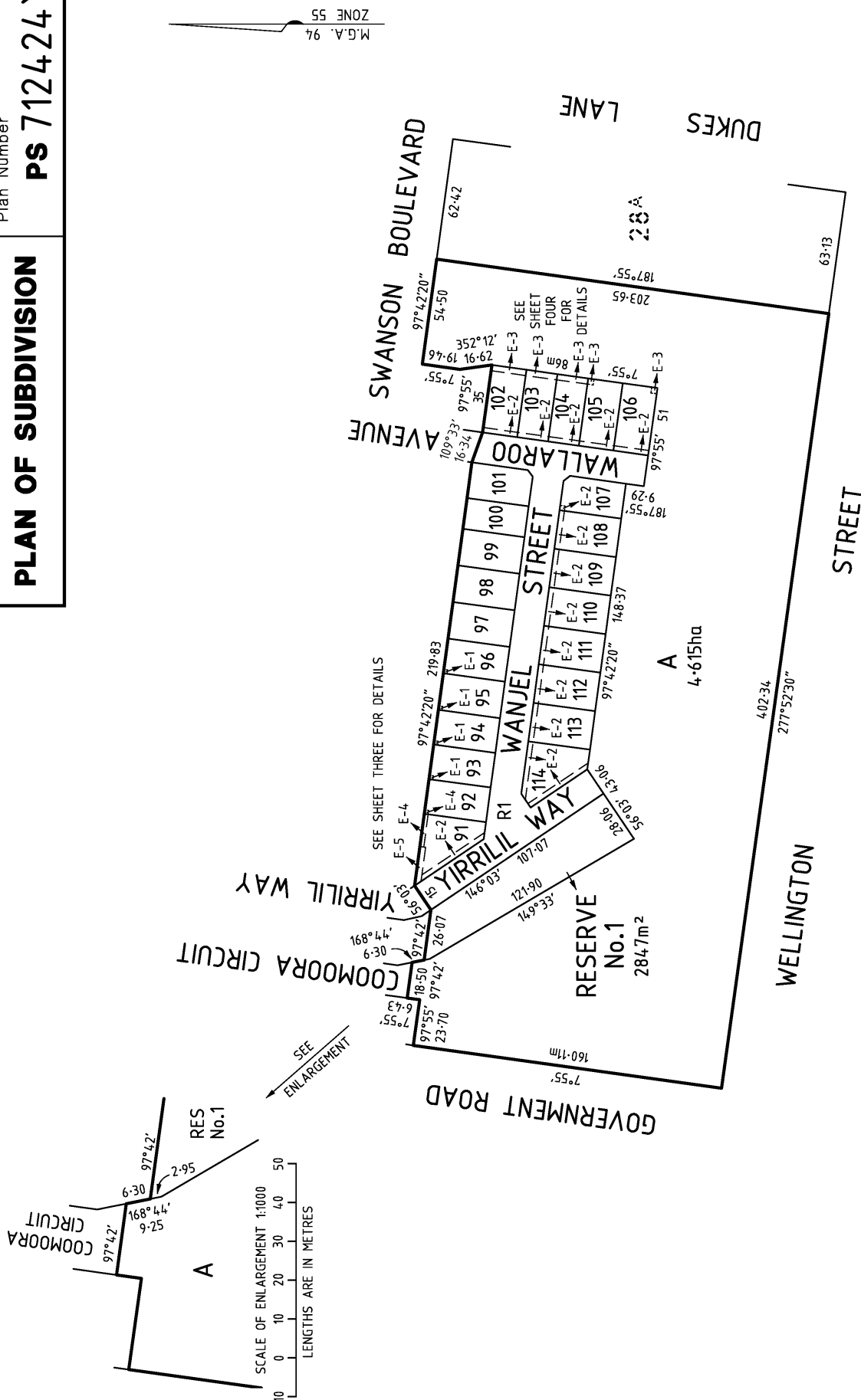
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Plan Number

PS 712424Y



Sheet 2 of 4 Sheets

DIGITALLY SIGNED BY LICENSED SURVEYOR:

PAUL THOMAS TOMKINSON

PLOTTED 30-06-2014
P.J.L.

VERSION 04

REF 1065304

ORIGINAL

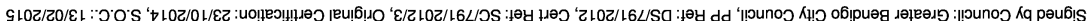
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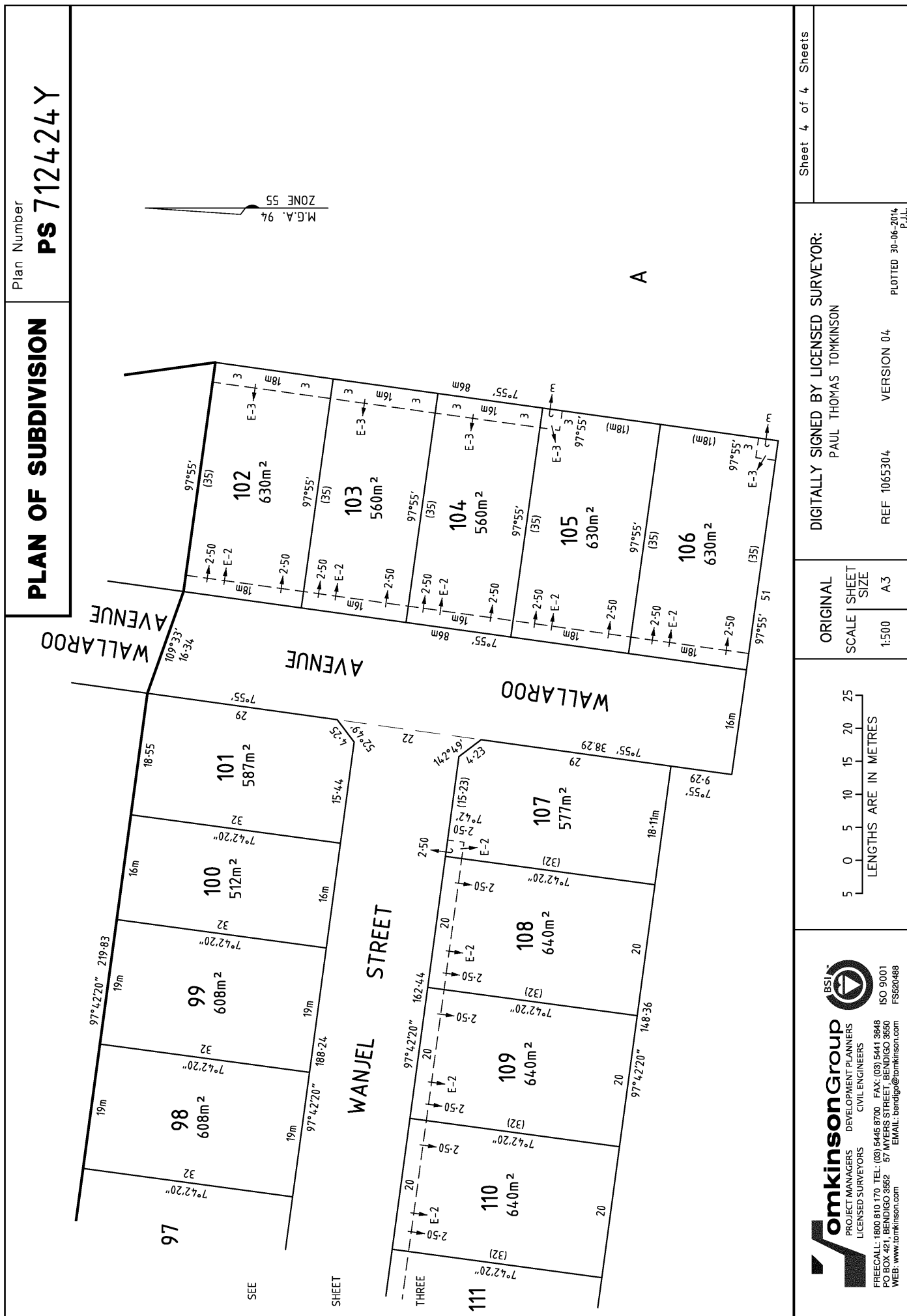
A3



FREECALL: 1800 810 170 TEL: (03) 5445 8700 FAX: (03) 5441 3648
 PO BOX 421, BENDIGO 3552 57 MYERS STREET, BENDIGO 3550
 WEB: www.tomkinson.com EMAIL: bendigo@tomkinson.com

Signed by Council: Greater Bendigo City Council, PP Ref: DS/791/2012, Cert Ref: SC/791/2012/3, Original Certification: 23/10/2014, S.O.C.: 13/02/2015







Plan of Subdivision PS712424Y
Certification of plan by Council (Form 2)

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S054202H
Plan Number: PS712424Y
Responsible Authority Name: Greater Bendigo City Council
Responsible Authority Permit Ref. No.: DS/791/2012
Responsible Authority Certification Ref. No.: SC/791/2012/3
Surveyor's Plan Version: 04

Certification

☒ This plan is certified under section 6 of the Subdivision Act 1988

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988

☐ Has not been made at Certification

Digitally signed by Council Delegate: Liz Commadeur
Organisation: Greater Bendigo City Council
Date: 23/10/2014

Imaged Document Cover Sheet

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Document Type	Instrument
Document Identification	AM067246P
Number of Pages (excluding this cover sheet)	3
Document Assembled	16/01/2020 09:07

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AM067246P

Transfer of Land

Creating an Easement and/or Restrictive Covenant

Section 45 Transfer of Land Act 1958

Privacy Collection Statement

The information from this form is collected by the Registrar of Titles under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes.

Lodged by

Name: O'Farrell Robertson McMahon
Phone: 03 5445 1000
Address: Level 1 35 Queen Street BENDIGO VIC 3550
Reference: JE:150416:150416
Customer Code: 3038F

PO Box 4721 Melbourne 3000
(03) 9602 5500
1510F

The transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed-

- together with any easements created by this transfer;
- subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer; and
- subject to any easements reserved by this transfer or restrictive covenant contained or covenant created pursuant to statute and included in this transfer.

Land: (volume and folio)

Volume 11560 Folio 084

Estate and Interest: (e.g. "all my estate in fee simple")

all my estate in fee simple

Consideration:

\$170,000.00

Transferor: (full name)

Rosedent Pty Ltd ACN 105 944 741

Transferee: (full name and address including postcode)

Joshua Craig Ennis of 3 Wanjel Street STRATHFIELDSAYE VIC 3551

Directing Party: (full name)

Creation and/or Reservation of Easement and/or Restrictive Covenant

The transferee does hereby covenant for himself his executors administrators and assigns and as a separate covenant with the transferor and its transferees successors and assigns and the registered proprietor or proprietors for the time being of the land comprised in the plan of subdivision except the lot or lots hereby transferred that without the prior written consent of the transferor he: -

1. shall not erect on the land hereby transferred or cause to be erected or allow to remain erected on the land hereby transferred:

20631502A

Order to Register

Duty Use Only

T2

Please register and issue Certificate of Title to

Page 1 of 3

Signed

Customer Code

THE BACK OF THIS FORM MUST NOT BE USED

Land Victoria, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010

AM067246P

Transfer of Land

Creating an Easement and/or Restrictive Covenant

Section 45 Transfer of Land Act 1958

Privacy Collection Statement
The information from this form is collected by the Registrar of Titles under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes.

This is page 2 of Form T2 dated: 23-7-15

Parties: Rosedent Pty Ltd ACN 105 944 741 and Joshua Craig Ennis

Execution and attestation:

SIGNED by Rosedent Pty Ltd by being signed by their)
Attorney ^{Janelle Marie Brown} ~~Timothy John Robertson~~, under a Power of)
Attorney dated 11 September 2013

in the presence of:

Witness

SIGNED by Joshua Craig Ennis)
)

in the presence of:

Witness

Signature

Full Name (print)

Signature

Full Name (print)

20631502A

Order to Register

Duty Use Only

T2

Please register and issue Certificate of Title to

Page 2 of 3

Signed

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AM067246P

Annexure Page

Transfer of Land Act 1958

Privacy Collection Statement

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This is page 3 of Form T2 dated 23-7-16 between

Rosedent Pty Ltd ACN 105 944 741 and Joshua Craig Ennis

Signature of the Parties

Insert panel heading below

Creation and/or Reservation of Easement and/or Restrictive Covenant

Continued from page 1

Special Conditions:

- (i) any more than one private dwelling house (which expression shall include a display home, a house, apartment, unit or flat);
 - (ii) any dwelling house, garage, shed, outbuilding or fence using other than new materials;
 - (iii) any dwelling house which has a floor area of less than 120 square metres including the outer walls thereof, such area being calculated by excluding the area of carports, garages, terraces, pergolas or verandahs;
 - (iv) any building or other structure which is constructed wholly or partly of galvanised iron cladding or aluminium cladding;
 - (v) any dwelling house unless not less than 80% of the external walls or external wall surfaces of such dwelling (excluding windows) are constructed of brick, brick veneer, brick cement render, stone, masonry or masonry veneer with texture coating and a painted or coloured exterior surface;
 - (vi) any detached garage, shed or outbuilding having an area in excess of 80 square metres or a height exceeding 4 metres;
 - (vii) any fence unless such fence complies with the Imagine Fencing Guidelines.
2. shall not subdivide the land hereby transferred.
3. shall not build or cause to be built or allow to be built or allow to remain more than one dwelling-house (which expression shall include a house, apartment, unit or flat) on the burdened land;
4. shall not use the land for any trade, industry or commerce save and except a display home.

And it is intended that the foregoing covenants shall be set out as encumbrances on the certificate of title issued or to issue for the land hereby transferred and shall run with that land for a period of 6 years from the date of this transfer of land

20631502A

A1

Page 3 of 3

- 1. If there is insufficient space to accommodate the required information in a panel of the attached form insert the words "See Annexure Page 2" (or as the case may be) and enter all the information on the Annexure Page under the appropriate panel heading.
 - 2. The approved Annexure Pages must be properly identified and signed by the parties to the attached form to which it is annexed.
- All pages must be attached together by being stapled in the top left corner.

THE BACK OF THIS FORM MUST NOT BE USED
Land Victoria, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

680669

APPLICANT'S NAME & ADDRESS

BECK LEGAL C/- INFOTRACK (INFINITYLAW) C/- LANDATA
MELBOURNE

VENDOR

ENNIS, JOSHUA CRAIG

PURCHASER

ENNIS, JOSHUA CRAIG

REFERENCE

355372

This certificate is issued for:

LOT 100 PLAN PS712424 ALSO KNOWN AS 3 WANJEL STREET STRATHFIELDSAYE
GREATER BENDIGO CITY

The land is covered by the:

GREATER BENDIGO PLANNING SCHEME

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

The land:

- is included in a GENERAL RESIDENTIAL ZONE
- is within a DEVELOPMENT PLAN OVERLAY - SCHEDULE 26

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

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 September 2020

Hon. Richard Wynne MP
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®
2 Lonsdale Street
Melbourne VIC 3000
Tel: (03) 9194 0606

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) 9194 0606 or email landata.enquiries@delwp.vic.gov.au.

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



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.

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au on 01 September 2020 03:33 PM

PROPERTY DETAILS

Address: **3 WANJEL STREET STRATHFIELDSAYE 3551**
Lot and Plan Number: **Lot 100 PS712424**
Standard Parcel Identifier (SPI): **100\PS712424**
Local Government Area (Council): **GREATER BENDIGO**
Council Property Number: **240424**
Planning Scheme: **Greater Bendigo**
Directory Reference: **VicRoads 615 P4**

www.bendigo.vic.gov.au

planning-schemes.delwp.vic.gov.au/schemes/greaterbendigo

UTILITIES

Rural Water Corporation: **Goulburn-Murray Water**
Urban Water Corporation: **Coliban Water**
Melbourne Water: **outside drainage boundary**
Power Distributor: **POWERCOR**

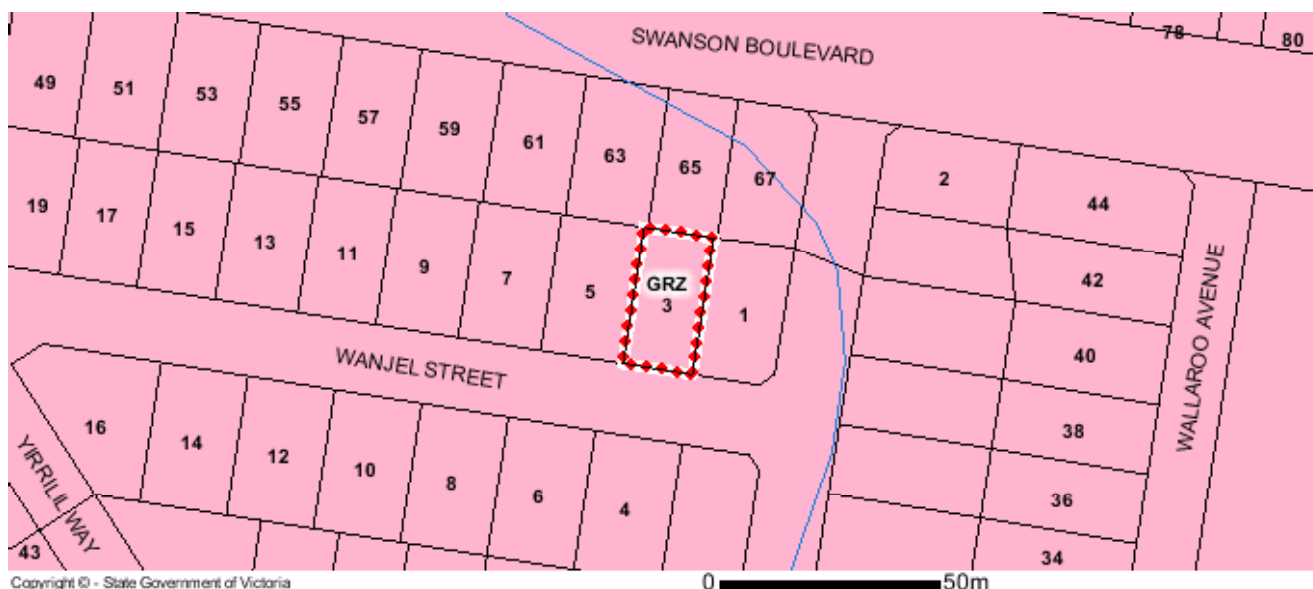
STATE ELECTORATES

Legislative Council: **NORTHERN VICTORIA**
Legislative Assembly: **BENDIGO EAST**

Planning Zones

[GENERAL RESIDENTIAL ZONE \(GRZ\)](#)

[SCHEDULE TO THE GENERAL RESIDENTIAL ZONE \(GRZ\)](#)



 **GRZ - General Residential**

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

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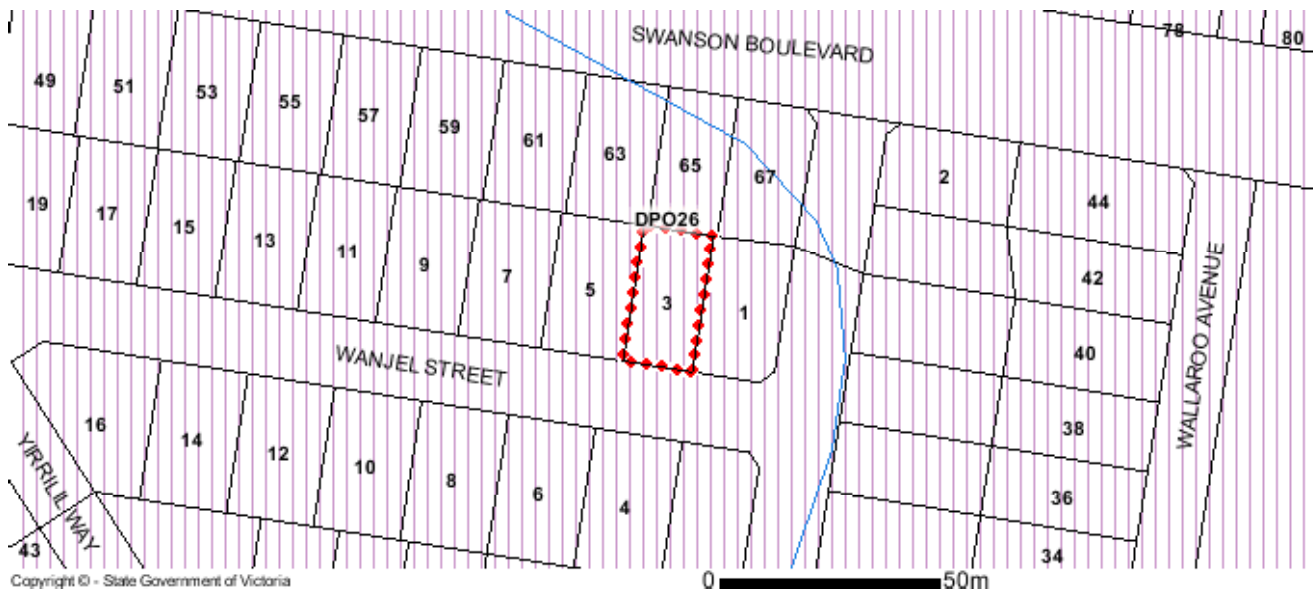
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Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

Planning Overlay

[DEVELOPMENT PLAN OVERLAY \(DPO\)](#)

[DEVELOPMENT PLAN OVERLAY - SCHEDULE 26 \(DPO26\)](#)



DPO - Development Plan

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

Further Planning Information

Planning scheme data last updated on 26 August 2020.

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 <http://mapshare.maps.vic.gov.au/vicplan>

For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

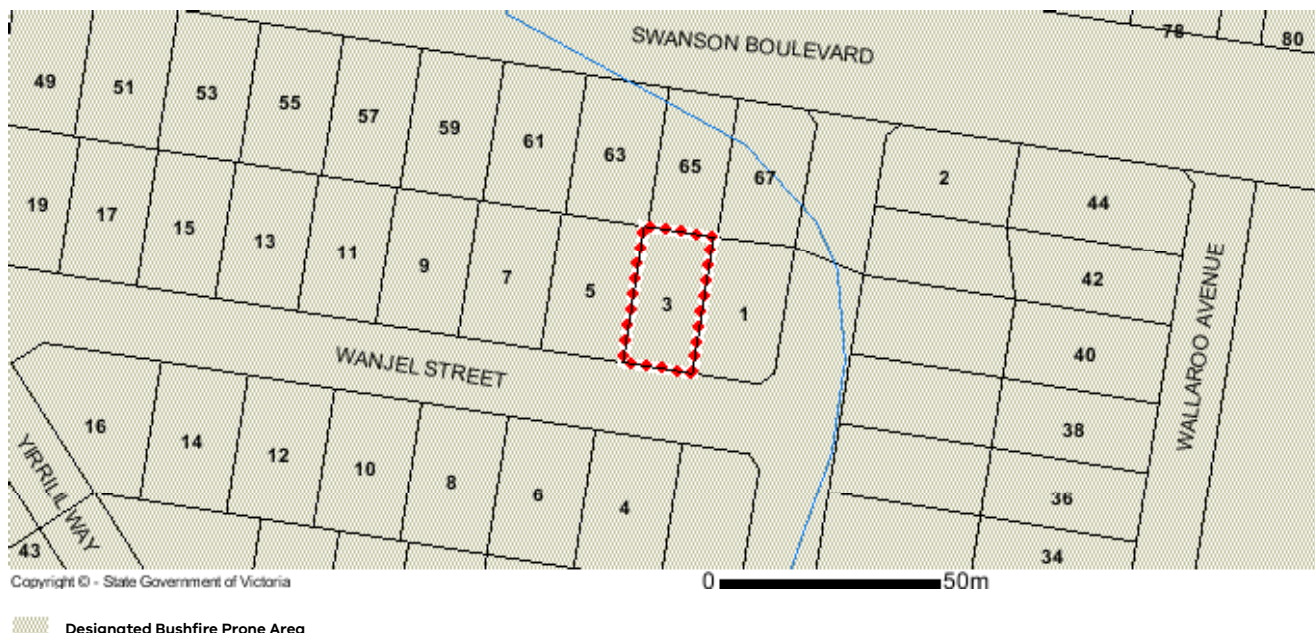
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Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

Designated Bushfire Prone Area

**This property is in a designated bushfire prone area.
Special bushfire construction requirements apply. Planning provisions may apply.**



Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011 and amended from time to time.

The Building Regulations 2018 through application of the Building Code of Australia, apply bushfire protection standards for building works in designated bushfire prone areas.

Designated bushfire prone areas maps can be viewed on VicPlan at <http://mapshare.maps.vic.gov.au/vicplan> or at the relevant local council.

Note: prior to 8 September 2011, the whole of Victoria was designated as bushfire prone area for the purposes of the building control system.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website www.vba.vic.gov.au

Copies of the Building Act and Building Regulations are available from www.legislation.vic.gov.au

For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>

REQUEST FOR PROPERTY INFORMATION
Pursuant to the Building Regulations 2018
Regulation 51(2)

Landata
PO Box 500
EAST MELBOURNE VIC 3002

Property No. 240424

Applicant Reference: 34680399-013-2:45062

Property Details: **3 Wanjel Street, STRATHFIELDSAYE 3551**
Lot 100 PS 712424Y

In accordance with Regulation 51(2) of the Building Regulations 2018, is the property in an area which is:

- | | |
|--|-----|
| (a) Liable to flooding within the meaning of Regulation 51(2) | No |
| (b) Designated under regulation 150 as an area in which buildings are likely to be subject to attack by termites | Yes |
| (c) In an area for which a bushfire attack level has been specified in a planning scheme | No |
| (d) An area determined under Regulation 152 to be likely to be subject to significant snowfalls | No |
| (e) Designated land or works | No |



Hans Tracksdorf
Municipal Building Surveyor

Date of issue: 16 January 2020

Fee \$47.20

NOTE: This information is provided by Council in a bona fide attempt to meet the request but Council will accept no liability for error or omission in the statement.

Rates and valuation notice

For the period 1 July, 2020 to 30 June, 2021



033 32706

Internal use only



J C Ennis
3 Wanjel St
STRATHFIELDSAYE VIC 3551

Tax invoice

Assessment no. **200251 7**

Date of issue **05 August 2020**

Rate enquiries

8.30am to 5pm, Monday to Friday

Website www.bendigo.vic.gov.au/rates

Email ratesenquiries@bendigo.vic.gov.au

Phone (03) 5434 6000

[VIEW RATES INFORMATION BROCHURE HERE](#)

Property 3 Wanjel Street, STRATHFIELDSAYE 3551

Legal description Lot 100 PS 712424Y

Valued as at	01/01/2020	Total GST	\$0.00
Capital Improved Value	\$420,000	Date declared	15/07/2020
Site value	\$158,000	Notice issued	05/08/2020
Net Annual Value	\$21,000	FSPL Classification	Residential
		AVPCC	110.3

Particulars of rates/charges	Charges	Rateable value	Amount
General Rate	0.00392841	420,000	\$1,649.90
General Waste & Landfill Charge - 140L Bin	\$151.30	1	\$151.30
Recyclable Waste Charge	\$96.30	1	\$96.30
Organic Waste Charge	\$92.60	1	\$92.60
Victorian Fire Services Levy - Residential	\$113 + (0.000054 x \$420,000)		\$135.65
Early Payment Discount			-\$29.90

OPTION 1

Pay in FULL by
15 Feb, 2021. **\$2,125.75**

OPTION 2

Pay in FULL EARLY
by 30 Sep, 2020
and receive a
1.5% discount. **\$2,095.85**

OPTION 3

Pay FOUR INSTALMENTS.
First instalment by
30 Sep, 2020. **\$531.00**

To qualify for
instalments, the first
must be paid in full
and on time.

Second by 30 Nov, 2020 \$531.00
Third by 1 Mar, 2021 \$531.00
Fourth by 31 May, 2021 \$532.75

eRates

Register to receive notices
via email visit
erates.bendigo.vic.gov.au



BPAY
Biller code: 1933
Ref. no: 2002517



BPOINT
Biller code: 1933
Ref. no: 2002517



Total Rate *360 002002517

Biller code: 0360 Ref. no: 2002 517

Pay in store at Australia Post, phone
13 18 16 or go to www.postbillpay.com.au

BPAY this payment via Internet or phone banking.
BPAY View® View and pay this bill using internet banking.
BPAY View Registration No. 2002517



Bendigo and Adelaide Bank Limited, The Bendigo Centre, Bendigo, VIC

Ratepayers name: J C Ennis
Property: 3 Wanjel Street, STRATHFIELDSAYE 3551
Assessment no: 200251 7

Internal use only



Teller's stamp and initials	Name			
	Paid in by (signature)			
No. of cheques	Drawer	Bank	Branch	

For CREDIT of CITY OF GREATER BENDIGO RATE NOTICE

CREDIT

Do not pin or staple cheques to deposit slip

Payment option 1 by 15/02/2021: **\$2,125.75**
Payment option 2 by 30/09/2020: **\$2,095.85**
Payment option 3 by 30/09/2020: **\$531.00**

TELLER USE	Date	
\$100	Notes	
\$50	Coins	
\$20	Cheques	
\$10		
\$5		
	TOTAL \$	



Regular fortnightly or monthly payments can make it easier to manage your rates.

See payment methods below.

WHEN TO PAY

Option 1 - Paying in full

Lump sum payment made by
15 February, 2021.

Option 2 - Paying in full with discount of 1.5 per cent

Lump sum payment made by
30 September, 2020.

Option 3 - Paying by four instalments

Four instalment amounts paid by the dates listed on the front page of this notice.

Payments received after 30 September, 2020 are accepted as part payments with the full balance to be paid by 15 February, 2021.

Direct Debit is available for all payment options including fortnightly and monthly arrangements

For a direct debit application form visit our website www.bendigo.vic.gov.au/rates

Payment arrangements

Consider setting up regular payments to help manage your rates. See our direct debit options or use any other payment method.

Contact our customer Support staff as soon as possible to discuss a payment arrangement.

Interest penalties for late payments

Penalty interest is calculated from the date when each instalment was due, regardless of whether or not the ratepayer has chosen to pay by the instalment or lump sum option. Interest is charged at 10 per cent per annum.

Payment Allocation

All payments will be credited in the following order:
1 Legal Costs; 2 Interest; 3 Arrears; 4 Current Rates, Charges and FSPL.

Arrears

Arrears outstanding continue to accrue interest until paid in full. Service of this notice does not cancel any existing arrangement for payment of arrears or waive the right of the City to proceed to legal action.

Free SMS Reminders

To receive free SMS reminders for paying in full

SMS the word **FULL**, followed by the BPAY Ref. number on the front of this notice, to 0459 273 853

e.g. FULL 1234567

To receive free SMS reminders for paying by instalments

SMS the word **FOUR**, followed by the BPAY Ref. number on the front of this notice, to 0459 273 853

e.g. FOUR 1234567

- You will receive an automated acknowledgement of registration
- This reminder will remain in place until you cancel it by replying **STOP** to any text message
- SMS reminder will be sent even if a payment has been made
- SMS reminder is not available for the early discount payment option

Pension Concessions

If you are a pensioner with a current concession card issued by Centrelink or the Department of Veteran Affairs, you may be eligible for a rebate on your principal place of residence.

Applications can be made online by visiting our website www.bendigo.vic.gov.au/rates or contact Customer Support.

Rate Capping

Council has complied with the Victorian Government's rates cap of 2 per cent. The cap applies to the average annual increase of rates and charges.

The rates and charges for your property may have increased or decreased by a different percentage for the following reasons:

- The valuation of your property relative to the valuation of other properties in the municipal district.
- The application of any differential rate by council.
- The inclusion of other rates and charges not covered by the Victorian Government's rates cap.

Fire Services Property Levy

An owner of the land may apply for a waiver, deferral or concession in respect of the leviable land under Section 27 of the Fire Services Property Levy Act 2012 for rateable land and Section 28 for non-rateable residential land.

Notice of Valuation

The property described on the front of this Notice has been valued as at 1 January, 2020 using the Capital Improved Value which is the total market value of the land plus buildings and improvements.

The valuations shown on this notice may be used by other authorities for the purpose of a tax or rate.

Objection to valuation

Objections to the Valuation may be lodged with us within two months of the date of issue of the notice. Objections must be in writing on the prescribed form available from Customer Support on 5434 6000.

Appeal against rates

If you are concerned by the City's decision to classify or not to classify your land with a Differential Rate, you may make a submission to council in writing. If you are not satisfied with our determination, Section 183 of the LGA provides for an application to VCAT for a review of the decision.

Privacy Statement

The City has collected the personal information on this form for the purpose of carrying out its functions of the LGA. Personal information may be passed onto contractors where a relevant Council service is outsourced. This information will not be disclosed except as required by law and in particular, will not be disclosed to others for marketing purposes.

Update your address

Correction to your personal information can be made by visiting our website www.bendigo.vic.gov.au/rates

Glossary

City – City of Greater Bendigo

LGA – Local Government Act 1989

FSPL – Fire Services Property Levy

VCAT – Victorian Civil and Administrative Tribunal

AVPCC – Australian Valuation Property Classification Code

CONTACT CUSTOMER SUPPORT

WEBSITE: www.bendigo.vic.gov.au/rates

EMAIL: ratesenquiries@bendigo.vic.gov.au

PHONE: (03) 5434 6000

PAYMENT AND DELIVERY METHODS

Regular fortnightly or monthly deductions can make it easier to manage your rates by using any of these payment methods.



Direct debit

If you would like us to deduct payments directly from your bank account download the form at www.bendigo.vic.gov.au/rates or contact Customer Support on 5434 6000.



Centrelink

To arrange regular deductions from your Centrelink payment download the form at www.bendigo.vic.gov.au/rates or contact Customer Support on 5434 6000.

Ref No: 555 054 223L



BPAY

Phone and internet banking. Contact your bank or financial institution to make this payment.

BPAY View – View and pay this bill using internet banking.

Refer to the front of this notice for biller code and reference number.



BPOINT

With your Visa or Mastercard, phone or internet.

1300 276 468 or www.bpoint.com.au

Refer to the front of this notice for biller code and reference number.



Post Billpay

Phone, internet and over the counter.

13 18 16 or www.postbillpay.com.au

Refer to the front of this notice for biller code and reference number.



Payment online

City of Greater Bendigo
www.bendigo.vic.gov.au/rates



Payment by mail

City of Greater Bendigo
P.O. Box 3500
Bendigo Delivery Centre VIC 3554
Receipts will not be issued



Payment In person

- Bendigo Bank
- Australia Post
- City of Greater Bendigo offices
15 Hopetoun Street Bendigo
or 125 High Street Heathcote
Mon – Fri 8.30am to 5pm
(closed Public Holidays)

TAX INVOICE



033

J C Ennis
4 Portland Pl
STRATHFIELDSAYE VIC 3551



1300 363 200

www.coliban.com.au

Date of Issue: 25 Jun 2020

Next Scheduled Reading: 21 Sep 2020

Account Number

63-4068-0500-01-4

Invoice Number

8588355

Amount Due

\$ 226.51

Pay By

23 July 2020

See over the page for payment options

Service Address: Lot 100, 3 Wanjel St, Strathfieldsaye VIC 3551

Classification: Residential

Opening Balance	\$238.95
Total Payments Received up to 24 Jun 2020	\$238.95 CR
Balance	\$0.00
Current Charges	
Water Service Fee	\$56.56
Sewerage Service Fee	\$169.95
Total	\$226.51
Total Amount Due	\$226.51
Total includes GST of	\$0.00

Av. Daily Use 0 L/day
 Av. Daily Cost \$2.49/day

For information on the Victorian Government's
Target Your Water Use program visit
www.targetyourwateruse.vic.gov.au

We are here to help.

*Please reach out to us so we can discuss the
 financial assistance and support we have available.*



Please call us on **1300 363 200**, email coliban@coliban.com.au or visit www.coliban.com.au

Coliban Water Invoice Details

WATER SERVICE FEE

Service No.	Size	Date From	Date To	Days	Rate	Amount
MS132146	20mm	24/03/20	23/06/20	91	@ \$0.6215 per day	\$56.56

SEWERAGE SERVICE FEE

Service No.	Date From	Date To	Days	Rate	Amount
MS132146	24/03/20	23/06/20	91	@ \$1.8676 per day	\$169.95



Receive your bill electronically: You can now receive your bill electronically using BPAY View®. To register for BPAY View, or for more information, visit our website. Click on 'Your Account' then 'Pay Your Bill'.



Change of Address: If your postal address has changed, please contact us within 14 days.



Concessions: If you think you may be eligible for a concession please contact us. Centrelink Pension, Healthcare Card and Department of Veteran Affairs Gold Cards may be eligible. In contacting us you are authorising us to confirm your eligibility with Centrelink or DVA. This consent is ongoing until you contact us to revoke it.



Payment Difficulties: Please contact us about a payment arrangement or to discuss rebates and concessions.



Interpreter Service: If you are hearing or speech impaired or need an interpreter call Telephone Interpreter Service (TIS) on 13 14 50.



HOW TO PAY

Direct Debit: Download an application form at www.coliban.com.au or contact us.

BPAY: Contact your financial institution to pay from your savings, credit or cheque account.
Billers Code: 39156 Ref: 6340 6805 0001 4

Credit Card/Internet: Using BPoint www.bpoint.com.au, phone 1300 276 468 or 1300 BPOINT.
Billers Code: 39156 Ref: 6340 6805 0001 4

In Person: Australia Post outlets.

Centrepay: Contact Centrelink to arrange regular deductions from your Centrelink payment, or contact us if you would like us to send you a form.
Centrepay Reference Number: **555 057 363A**

Mail: Tear off the Payment Slip and mail with your cheque to -
Coliban Water
PO Box 2770
Bendigo Delivery Centre, Vic 3554

PAYMENT SLIP

Account Number

63-4068-0500-01-4

Invoice Number

8588355

Amount Due

\$ 226.51

Pay By

23 July 2020

Amount Being Paid



*367 06340680500014





HISTORIC MINING ACTIVITY

Form No. 692

15 January, 2020

Property Information:

Address: 3 WANJEL STREET STRATHFIELDSAYE 3551

It is advised that:

Our records do not indicate the presence of any mining activity on this site, and the site appears to be outside any known mined area. (4)

NOTE: Historic Mining activity information is provided from plans and records that may be incomplete and may not be entirely free from errors. It is provided for information only and should not be relied upon as definitive of the status of any area of land. It is provided on the basis that all persons accessing it undertake responsibility for assessing the relevance and accuracy of its content. The State of Victoria and its officers, agents or employees do not guarantee that the work is without flaw of any kind or is wholly appropriate for your particular purposes and therefore disclaims all liability for any error, loss or other consequence which may arise from you relying on any information in this work.

For queries, contact:

Department of Jobs, Precincts and Regions
E-mail: erd_info@ecodev.vic.gov.au

BUILDING PERMIT

Form 2
 Building Act 1993
 Building Regulations 2006
 Regulation 313

No 20150482/0

TO: OWNER	Joshua Ennis 4 Portland Place STRATHFIELDSAYE 3551	AGENT	Metricon Homes Bendigo 219 High Street KANGAROO FLAT 3555
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ADDRESS FOR SERVING OF NOTICES

Name: Metricon Homes Bendigo 219 High Street KANGAROO FLAT VIC 3555

PROPERTY DETAILS	Lot (100) 3 Wanjel Street STRATHFIELDSAYE VIC 3551 Title Details PS712424Y, Vol: 11560, Folio: 084
Municipal District:	Greater Bendigo City Council

Builder Metricon Homes 219 High Street KANGAROO FLAT, VIC 3555

Details of Building Practitioners and Architects:

Name	Registration No.	Role	Category/Class
Mario Biasin	DB-U 8929	Engaged in the building work	Builder - Domestic - Unlimited
Shane Muir	EC 17729	Engaged to prepare documents	Engineer - Civil
Elizabeth Kocovski	EC 42092	Engaged to prepare documents	Engineer - Civil

Details of Domestic Building Work Insurance:

Insurance Provider: QBE Residential Builders Warranty Insurance

Nature of Building Work:	Construction of Dwelling and Garage		
Building details:			
Class	1ai	Persons accommodated for	N/A
Allowable live load	1.5kPa		
Building details:			
Class	10a	Persons accommodated for	N/A
Allowable live load	N/AkPa		
No of Storeys	1	New floor area,m2	219.9
Stages of work permitted	As shown on the approved plans		
Project estimated value:	\$222,757		

Prescribed Reporting Authorities

The following bodies are prescribed reporting authorities for the purposes of the application for this permit in relation to the matters set out below.

Reporting Authority	Matter Reported On	Regulation
City of Greater Bendigo	Point of discharge of storm water	reg. 610(2)

BUILDING SURVEYING • TOWN PLANNING • DESIGN CONSULTANTS • ACCESS CONSULTANTS

ABN 74 090 250 212

A 1/60 McIvor Road, Bendigo VIC 3550

BUILDINGISSUES.COM.AU

P 03 5441 4149

E bendigo@buildingissues.com.au

Mandatory Inspections

The mandatory notification stages are:

- Piers
- Steel Reinforcement
- Framework
- Final

Occupation/Use of Building

An Occupancy Permit is required prior to the occupation or use of this building.

Commencement and Completion:

This building work must commence by 26/10/2016 and must be completed by 26/10/2017.

Notes:

1. Under regulation 318, an owner of a building or land for which a building permit has been issued must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units.
2. Under regulation 317, the person in charge of the carrying out of building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of any approved plans, specifications and documents are available for inspection at the allotment while the building works are in progress. The person must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor and the number and date of issue of this permit are displayed in a conspicuous position accessible to the public before and during the building work to which this permit applies.
3. Include building practitioners with continuing involvement in the building work.
4. Include only building practitioners with no further involvement in the building work.
5. Domestic builders carrying out domestic building work forming part of this permit (where the contract price is more than \$16,000) must be covered by an insurance policy as required under section 135 of the Building Act 1993.



Relevant Building Surveyor

Garry Spence
Registration No BS-U 1238

Date of Issue: 26/10/2015

OCCUPANCY PERMIT

Form 6
 Building Act 1993
 Building Regulations 2006 –
 Regulation 1005

Owner	Joshua Ennis 4 Portland Place STRATHFIELDSAYE, VIC 3551	Agent	Metricon Homes Bendigo 219 High Street KANGAROO FLAT, VIC 3555
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Property Details: Lot (100) 3 Wanjel Street STRATHFIELDSAYE VIC 3551
 LP/PS: PS712424Y, Vol: 11560, Folio: 084

Municipal District: Greater Bendigo City Council

Building Details

Description of Building Works: Construction of Dwelling and Garage

Part of Building:		Dwelling	
Permitted Use:	Dwelling	BCA Class:	1ai
Allowable Live Load:	1.5	No. People deemed accommodated:	N/A
Part of Building:		Garage	
Permitted Use:	Storage	BCA Class:	10a
Allowable Live Load:	N/A	No. People deemed accommodated:	N/A

Suitability for Occupation:

The building or place of public entertainment or part of a building or place of public entertainment to which this permit applies is suitable for occupation.

Relevant Building Surveyor

Garry Spence
 Registration No BS-U 1238

Signature: 

Date of Inspection: 19/02/2016

Occupancy Permit No: 20150482/0

Date of Issue: 24/02/2016

Domestic Building Insurance Certificate of Insurance

Policy Number 420064093BWI-272

QBE Insurance (Australia) Ltd
628 BOURKE STREET
MELBOURNE VIC 3000
Phone: (03) 9246 2666
Fax: (03) 9246 2611
ABN: 78 003 191 035
AFS License No: 239545



MR JOSHUA CRAIG ENNIS
4 PORTLAND PL
STRATHFIELDSAYE 3551

Name of Intermediary
WILLIS - METRICON
WILLIS AUSTRALIA LTD
G P O BOX 956 MELBOURNE 3001

Account Number
42BWWMETR
Date Issued
10/09/2015

Policy Schedule Details

Certificate in Respect of Insurance

Domestic Building Contract

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the Building Act 1993 (Vic) (Domestic Building Insurance) has been issued by QBE Insurance (Australia) Limited ABN 78 003 191 035 for and on behalf of the insurer Victorian Managed Insurance Authority a Statutory Corporation established under the Victorian Managed Insurance Authority Act 1996 (Vic), in respect of the domestic building work described below.

Domestic Building Work

NEW SINGLE DWELLING CONSTRUCTION CONTRACT

At the property

668769
LOT 100, WANJEL STREET
STRATHFIELDSAYE VIC 3551

Carried out by the builder

METRICON HOMES PTY LTD
ACN: 005 108 752



Important note: If the builder's name and/or its ABN/ACN listed above does not exactly match with the information on the domestic building contract, please contact QBE **IMMEDIATELY**. If these details are incorrect, the domestic building work will not be covered.

For the building owner

MR JOSHUA CRAIG ENNIS

Pursuant to a domestic building contract dated

09/09/2015

For the contract price of

\$222,757.00

Type of cover

Cover is only provided if METRICON HOMES PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order*

Period of cover

Cover commences on the earlier of the date of the domestic building contract or date of building permit for the domestic building work and concludes:

- Two years from completion of the domestic building work or termination of the domestic building contract for non structural defects*
- Six years from completion of the domestic building work or termination of the domestic building contract for structural defects*

The maximum policy limit for all claims made under this policy is

\$300,000 all inclusive of costs and expenses*

The maximum policy limit for all claims for non-completion of the domestic building works is

20% of the contract price*

*The cover and policy limits described in this Certificate are only a summary of the cover and limits and must be read in conjunction with, and are subject to, the terms, limitations and exclusions contained in the policy terms and conditions.

**Domestic Building Insurance
Certificate of Insurance**

Policy Number 420064093BWI-272

QBE Insurance (Australia) Ltd
628 BOURKE STREET
MELBOURNE VIC 3000
Phone: (03) 9246 2666
Fax: (03) 9246 2611
ABN: 78 003 191 035
AFS License No: 239545



Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the Building Owner named in the domestic building contract and to the successors in title to the Building Owner in relation to the domestic building work undertaken by the builder.

Issued by QBE Insurance (Australia) Limited for and on behalf of

Victorian Managed Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium	\$946.00
GST	\$94.60
Stamp Duty	\$104.06

Total **\$1,144.66**

IMPORTANT:

This certificate must be read in conjunction with the policy terms and conditions and kept in a safe place. These documents are very important and must be retained by you and any successive owners of the property for the duration of the period of cover.

Domestic Building Insurance Certificate of Insurance

Policy Number 420064093BWI-272

QBE Insurance (Australia) Ltd
628 BOURKE STREET
MELBOURNE VIC 3000
Phone: (03) 9246 2666
Fax: (03) 9246 2611
ABN: 78 003 191 035
AFS License No: 239545



If the information on this Certificate does not match what's on your domestic building contract, please contact QBE IMMEDIATELY on 1300 790 723

Below are some examples of what to look for:

CERTIFICATE OF INSURANCE		YOUR DOMESTIC BUILDING CONTRACT
<p>Owner: _____</p> <p>Carried out by the builder: → ACME CONSTRUCTIONS PTY LTD → ACN: 12 345 678</p>	<p>MATCH</p> <p><i>Both name of builder and ACN or ABN match</i></p> <p>✓</p>	<p>Owner: _____</p> <p>Builder: → ACME CONSTRUCTIONS PTY LTD → ACN: 12 345 678</p>
<p>Owner: _____</p> <p>Carried out by the builder: → JOHN CITIZEN ABN: 12 345 678 910</p>	<p>NO MATCH</p> <p><i>Call QBE, name of builder does not match</i></p> <p>✗</p>	<p>Owner: _____</p> <p>Builder: → CITIZEN CONSTRUCTIONS PTY LTD ACN: 12 345 678</p>
<p>Owner: _____</p> <p>Carried out by the builder: ACME CONSTRUCTIONS PTY LTD → ACN: 12 345 678</p>	<p>NO MATCH</p> <p><i>Call QBE, ABN or ACN does not match</i></p> <p>✗</p>	<p>Owner: _____</p> <p>Builder: ACME CONSTRUCTIONS PTY LTD → ACN: 87 956 123</p>

**Domestic Building Insurance
Certificate of Insurance**

Policy Number 420064093BWI-272

QBE Insurance (Australia) Ltd
628 BOURKE STREET
MELBOURNE VIC 3000
Phone: (03) 9246 2666
Fax: (03) 9246 2611
ABN: 78 003 191 035
AFS License No: 239545



WILLIS - METRICON
WILLIS AUSTRALIA LTD
G P O BOX 956 MELBOURNE 3001

Account Number
42BWWMETR
Date Issued
10/09/2015

Policy Schedule Details

Builder METRICON HOMES PTY LTD
ABN/ACN 55 201 276 124
Business Address 501 BLACKBURN ROAD
MOUNT WAVERLEY 3149
Registration Number DBU 8929
Type of Insurance DOMESTIC BUILDING INSURANCE
Construction Works NEW SINGLE DWELLING CONSTRUCTION CONTRACT
At 668769
LOT 100, WANJEL STREET
STRATHFIELDSAYE VIC 3551
State VIC

Declared Construction Value	Contract Date	Estimated Construction Completion Date
\$222,757.00	09/09/2015	09/09/2016

Building Owner / Beneficiary MR JOSHUA CRAIG ENNIS

Limit of Indemnity, Period of Insurance, Expiry Date

As stated in the Certificate of Insurance and the policy

Issued by QBE Insurance (Australia) Limited for and on behalf of

Victorian Managed Insurance Authority (VMIA)

This notice will become a "Tax Invoice" when the amount payable is paid in full. Should changes be made, then the new schedule issued will become your Tax Invoice.

Total Premium and Charges

Premium	\$946.00
Levies	\$0.00
GST	\$94.60
Stamp Duty	\$104.06

Total Premium **\$1,144.66**

The amount of stamp duty paid is calculated under the relevant States/Territory Duties Act, based on where the risks, properties, contingencies or events are located.



Residential Tenancy Agreement©

The Real Estate Institute of Victoria Ltd | www.reiv.com.au | 81 004 210 897 |

Residential Tenancies Act 1997

(Section 26(1))

(Regulation 8(1))

THIS agreement is made on the **25th** day of **March**, 20 **20**

at **142 Queen Street, Bendigo, Vic 3550**

BETWEEN **Joshua Ennis**
(LANDLORD) C/- **142 Queen Street, Bendigo 3550**

[Name, ACN (if LANDLORD is a company) and address of landlord]

(*whose agent is **Janelle Stevens Property Pty Ltd**
623 378 941
142 Queen Street, Bendigo Vic 3550
0417 835 127)

[Name, ACN (if agent is a company), business address and telephone number of agent]

AND **Rick Van Emmerik**
(TENANT) **3 Wanjel Street, STRathfieldsaye VIC 3551**

Lisa Van Emmerick
3 Wanjel Street, STRathfieldsaye VIC 3551

[Name, ACN (if TENANT is a company) and address of tenant]

1. PREMISES

The LANDLORD lets the premises known as **3 WANJEL STREET, STRATHFIELDSAYE, VIC, 3551**

(*together with those items indicated in the schedule of items)

2. RENT

The rent amount is (\$)**430.00** The date the first rent payment is due is **01 / 06 / 2020**

The rent amount will increase to (\$) _____ The date the first rent payment at the increased rate is due is ____ / ____ / 20 ____

Pay period: ☒ weekly ☐ fortnightly ☐ monthly _____ (insert the date of each month when the rent is due)

Place of payment: **142 Queen Street, Bendigo**

3. BOND

The TENANT must pay a bond of (\$)**1,680.00** to the LANDLORD/agent on **01 / 06 / 2018**

In accordance with the **Residential Tenancies Act 1997**, the LANDLORD must lodge the bond with the Residential Tenancies Bond Authority within 10 business days after receiving the bond.

If there is more than one TENANT and they do not contribute equally to the total bond, the amounts they each contribute are listed here:

NAME **Rick Van Emmerik** AMOUNT \$ _____

NAME **Lisa Van Emmerick** AMOUNT \$ _____



Residential Tenancy Agreement®

If the TENANT does not receive a bond receipt from the Residential Tenancies Bond Authority within 15 business days of paying a bond, the TENANT should contact the Residential Tenancies Bond Authority.

4. PERIOD

(a) The period of the agreement is **Twelve (12) Months**

commencing on the **01st** day of **June**, 2020

and ending on the **31st** day of **May**, 2021

Unless the agreement terminates in accordance with the **Residential Tenancies Act 1997**, the agreement will continue as a periodic tenancy.

OR

(b) The agreement will commence on _____ day of _____, 20 _____

and continue until terminated in accordance with the **Residential Tenancies Act 1997**.

4A. CONSENT TO ELECTRONIC SERVICE

(1) Express Consent

The TENANT: **Rick Van Emmerik**

[Check one box only]

☒ Consents to the electronic service of notices and other documents in accordance with the requirements of the **Electronic Transactions (Victoria) Act 2000** at this email address:

Email address **vanemm05@gmail.com**

OR

☐ ~~Does not consent to the electronic service of notices and other documents.~~

The TENANT: **Lisa Van Emmerick**

[Check one box only]

☒ Consents to the electronic service of notices and other documents in accordance with the requirements of the **Electronic Transactions (Victoria) Act 2000** at this email address:

Email address **vanemm05@gmail.com**

OR

☐ ~~Does not consent to the electronic service of notices and other documents.~~

The LANDLORD: **Joshua Ennis**

[Check one box only]

☒ Consents to the electronic service of notices and other documents in accordance with the requirements of the **Electronic Transactions (Victoria) Act 2000** at this email address:

Email address **janelle@janellestevens.com.au**

OR

☐ ~~Does not consent to the electronic service of notices and other documents.~~

(2) Inferred Consent

If the TENANT or the LANDLORD (as the case may be) has not consented to electronic service under subclause (1), the TENANT or the LANDLORD must not infer consent to electronic service from the receipt or response to emails or other electronic communications.



Residential Tenancy Agreement®

(3) **Change of Electronic Address**

The TENANT or the LANDLORD must immediately give notice in writing to the other party if the email address for electronic service under subclause (1) changes.

(4) **Withdrawal of Consent**

(a) The TENANT or the LANDLORD may withdraw their consent under subclause (1) to electronic service of notices and other documents only by giving notice in writing to the other party.

(b) Following the giving of notice under paragraph (a), no further notices or other documents are to be served by electronic communication.

5. **CONDITION OF THE PREMISES**

The LANDLORD must -

(a) ensure that the premises are maintained in good repair; and

(b) if the LANDLORD owns or controls the common areas relating to those premises, take reasonable steps to ensure that the common areas are maintained in good repair.

6. **DAMAGE TO THE PREMISES**

(a) The TENANT must ensure that care is taken to avoid damaging the rented premises.

(b) The TENANT must take reasonable care to avoid damaging any common areas.

(c) The TENANT who becomes aware of damage to the rented premises must give notice to the LANDLORD of any damage to the premises as soon practicable.

7. **CLEANLINESS OF THE PREMISES**

(a) The LANDLORD must ensure that the premises are in a reasonably clean condition on the day on which it is agreed that the TENANT is to enter into occupation of the premises.

(b) The TENANT must keep the premises in a reasonably clean condition during the period of agreement.

8. **USE OF PREMISES**

(a) The TENANT must not use or allow the premises to be used for any illegal purpose.

(b) The TENANT must not use or allow the premises to be used in such a manner as to cause a nuisance or cause an interference with the reasonable peace, comfort or privacy of any occupier of neighboring premises.

9. **QUIET ENJOYMENT**

The LANDLORD must take all reasonable steps to ensure that the TENANT has quiet enjoyment of the premises.

10. **ASSIGNMENT OR SUB-LETTING**

(a) The TENANT must not assign or sub-let the whole or any part of the premises without the written consent of the LANDLORD. The LANDLORD's consent must not be unreasonably withheld.

(b) The LANDLORD must not demand or receive any fee or payment for the consent, except in respect of any fees, costs or charges incurred by the LANDLORD in relation to the preparation of a written assignment of the agreement.

11. **RESIDENTIAL TENANCIES ACT 1997**

Each party must comply with the **Residential Tenancies Act 1997**.

(NOTE: Reference should be made to the **Residential Tenancies Act 1997** for further rights and duties.)

*Schedule of items (See Clause 1)



Residential Tenancy Agreement©

ADDITIONAL TERMS

Additional terms which do not take away any of the rights and duties included in the **Residential Tenancies Act 1997** may be set out in this section.

Any additional terms must also comply with the Unfair Contract Terms under Part 2-3 of the Australian Consumer Law (Victoria).

Contact Consumer Affairs Victoria on 1300 55 81 81 for further information or visit www.consumer.vic.gov.au.

In these additional terms "I", "me" or "my" are used to describe the landlord and "you" or "your" the tenant. The descriptions apply even if there is more than one landlord or tenant.

***Please read this important advice about writing:** in these additional terms the word "writing" means all ways of representing or reproducing words, figures or symbols in a visible form, unless a form prescribed by the Residential Tenancies Regulations or some other legislation must be used. These are examples of "writing": an SMS message, an email, a facsimile and a letter. Before you use an electronic means to send a message or document to me check clause 4A to see if I have consented to the electronic service of notices or other documents. If I have, check if I have provided another email address to the one in clause 4A or if I have withdrawn my consent. If you can give me a notice or other document by electronic service also check to see if you need to use email instead of an SMS message. If I have not given, or have withdrawn, my consent to receive notices or other documents by electronic means, you will need to use the post or delivery by hand to serve me with notices or other documents.

12. Installing goods, making alterations, additions or renovations at my premises

12.1 You must ask me in *writing for my permission before you install any goods, make any alterations or additions to, or carry out any renovations at, my premises. If I give my permission, I may ask you to comply with reasonable conditions and, before your tenancy ends, you must also comply with section 64(2) of the Residential Tenancies Act 1997. You cannot use an SMS message to ask me for permission for alterations, additions or renovations.

12.2 These are examples of things for which you need to ask me for permission beforehand. The installation of: cabling, fasteners, adhesives, power points, light fittings or both, air conditioning, a dishwasher, heating, an in-ground or above-ground pool or spa or both, a safety barrier, a fence, a gate, an awning, a blind, a shed, an antenna, dish or both, a sign, painting, tiling, paving, screenings, landscaping. This is not a complete list. I have provided it to you as a guide only.

(You can read section 64(2) of the Residential Tenancies Act 1997 on line at the Parliament of Victoria website <http://www.parliament.vic.gov.au/> by going to "Legislation and Bills" then "Current Acts - Victorian Law Today" and following the prompts.)

13. Other use of my premises

13.1 You must use my premises primarily as your home. If you also want to use them for some ancillary purpose - for example, to provide a home office for your business - you must ask me in *writing for permission beforehand. If I give my permission, I may ask you to comply with reasonable conditions and, before your tenancy ends, you must also comply with section 64(2) of the Residential Tenancies Act 1997. You cannot use an SMS message to ask me for permission.

13.2 You must ask me in *writing for permission before you enter into a licence agreement or part with occupation of my premises, or a part of my premises, to provide residential accommodation for a fee or other benefit. I do not have to give my permission but if I do, I may ask you to comply with reasonable conditions and, before your tenancy ends, you must also comply with section 64(2) of the Residential Tenancies Act 1997. You cannot use an SMS message to ask me for permission.

14. Utility charges at my premises

14.1 I am responsible for the costs and charges set out in section 53(1) and, if applicable, section 54 of the Residential Tenancies Act 1997.

14.2 You are responsible for the costs and charges set out in section 52 of the Residential Tenancies Act 1997.

(You can read sections 52, 53(1) and 54 of the Residential Tenancies Act 1997 on line at the Parliament of Victoria website <http://www.parliament.vic.gov.au/> by going to "Legislation and Bills" then "Current Acts - Victorian Law Today" and following the prompts.)

14.3 If a service is disconnected or damaged because I am, or my managing agent or my contractor is, at fault, I will have the service re-connected or repaired at my cost.

14.4 If a service is disconnected or damaged because you are, or a person you have on my premises is, at fault, you



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must have the service re-connected or repaired at your cost.

- 14.5 If you disconnect a service or change the supplier of it, you must pay the cost of having the service disconnected, another service connected or both.
15. **My insurances for my premises**
 - 15.1 If I provide you with a copy of the insurance policy for my premises you will not do anything that may invalidate it or result in my insurance premium or excess being increased. Unless you are entitled to do so by the **Residential Tenancies Act 1997** or some other legislation.
 - 15.2 If you, or a person you have on my premises, accidentally damages any glass, or lavatory, bathroom, kitchen or laundry fixtures or fittings and I make a claim on my insurance and have to pay an excess on my claim, you will reimburse me for the excess I pay, if I ask you to do so.
 - 15.3 My insurance policy does not cover your goods and personal belongings against theft, loss or damage. It is your responsibility to insure them.
16. **Light globes and fluorescent tubes at my premises**
 - 16.1 You must replace all defective, damaged or broken light globes or fluorescent tubes and starters at my premises, unless I have, or my managing agent or my contractor has, caused the defect, damage or breakage. If you need to use a ladder or other equipment in replacing an item mentioned, to avoid the possibility of falling, being injured or both, I recommend you engage a tradesman to do the replacement.
17. **You must tell me about defects at my premises**
 - 17.1 When you become aware of any defects at my premises that may injure someone or cause damage, you must tell me or my managing agent as soon as possible, preferably within 24 hours.
18. **Damage to my premises**
 - 18.1 You must take reasonable steps to prevent anyone you have allowed to come on to my premises causing damage. This obligation does not apply to me, my managing agent or my contractor.
 - 18.2 Things that may cause a blockage must not be flushed into the drainage, septic, sewerage or storm water systems. These are examples of things that may cause a blockage: cotton waste, disposable nappies, excessive amounts of lavatory paper, paper towel, tampons, wipes. This is not a complete list. I have provided it as a guide only.
 - 18.3 When you become aware of a blockage or defect in the drainage, septic, sewerage or storm water systems at my premises, you must tell me or my managing agent as soon as possible - preferably when you become aware or within 24 hours - even if you, or anyone you have allowed to come on to my premises, including me or my managing agent or my contractor, caused it.
 - 18.4 If you, or anyone you have allowed to come on to my premises, causes a blockage or defect in the drainage, septic, sewerage or storm water systems, you must pay to me the reasonable expenses I incur in having it rectified. You do not have to do so if I, or my managing agent or my contractor, caused the blockage or defect.
19. **You will indemnify me in certain circumstances if things go wrong at my premises**
 - 19.1 If you or anyone you have allowed to come on to my premises accidentally or deliberately causes damage, you will indemnify me for the direct expense and loss I incur as a result. You do not have to indemnify me if I, or my managing agent or my contractor, caused the damage. You do not indemnify me against fair wear and tear to my premises.
 - 19.2 If you or anyone you have allowed to come on to my premises are negligent and that is entirely, or partly, to blame for someone dying or being injured or their property being damaged or both, you will indemnify me, to the extent you, or the person you allowed to come on to my premises, are negligent, for any damages I have to pay and the cost and expense I incur as a result. You do not indemnify me if my negligence, or that of my managing agent or my contractor, is entirely to blame for the death, injury or property damage.
20. **Smoke detectors and heaters at my premises**
 - 20.1 If you become aware, or reasonably consider, a smoke detector or a heater at my premises is not, or may not be, in proper working order you must tell me or my managing agent as soon as possible, preferably within 24 hours.
 - 20.2 If I, or my managing agent or my contractor, provide you with information about how to test if a smoke detector will make an audible sound to warn of the presence of smoke, for your own safety it is advisable for you to carry-out the test from time to time. If, when you carry-out the test, a smoke detector does not make the sound, you must tell me or my managing agent as soon as possible, preferably within 24 hours.



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20.3 You must not remove a battery from a smoke detector. If a smoke detector makes a sound indicating the battery needs to be replaced, you must tell me or my managing agent as soon as possible, preferably within 24 hours.

21. Inflammable liquids, kerosene heaters and vehicle and boat servicing or repairs at my premises

- 21.1** Except as allowed by this clause, you must not bring onto, or store, inflammable liquids, gases or automotive or machinery oils or lubricants at my premises. Apart from kerosene which you must not have, you may have small quantities of inflammable liquids, gases or automotive or machinery oils and lubricants you require for purely domestic or house-hold use or to maintain the garden at my premises.
- 21.2** Examples of inflammable liquids and gases include motor fuels, kerosene and bottled gasses. This is not a complete list. I have provided it to you as a guide only.
- 21.3** You must not service or repair a vehicle or boat, of any description, at my premises, except for routine, minor maintenance.
- 21.4** Routine, minor maintenance is limited to cleaning, checking and adjusting tyre pressures and checking the oil, coolant and the levels of other fluids and the general condition of the vehicle or boat. It does not include carrying-out lubrication, oil changing, replacing tyres or a battery or periodic, or other, servicing whether in accordance with manufacturers recommendations or not or repairs of any sort.
- 21.5** Examples of a vehicle include: a motor car of any description, prime-mover, truck, utility, van, bus, tractor, agricultural or earth-moving equipment or machinery, motor cycle, motor trike, trailer. This is not a complete list. I have provided it to you as a guide only.

22. Storage and removal of waste and rubbish at my premises

- 22.1** You must store rubbish and waste in appropriate containers with close-fitting lids.
- 22.2** If a place is, or places are, provided for rubbish and waste containers, you will keep them there.
- 22.3** You will have rubbish and waste removed regularly in accordance with the municipality's rubbish and waste removal timetables.
- 22.4** An example of an appropriate container is one provided by the municipality. This is not the only type of container that may be appropriate. I have provided it to you as a guide only.

23. Hanging washing at my premises

- 23.1** If you hang washing or other articles in the open air, you must use the clothes line provided, if any.
- 23.2** If my premises are next to, or near, common property, you must only hang your washing in a way that complies with the owners corporation rules.

24. Looking after the garden at my premises

- 24.1** If my premises have a garden, you must look after it and keep it in the state it was in when your tenancy first began.
- 24.2** These are examples of things you may need to do in the garden: mow the grass; water, subject to water restrictions, as and when required; remove weeds; rake-up and remove lawn cuttings and fallen flowers and leaves; maintain trees, shrubs, flowers and other plants; as far as reasonably possible keep the garden free of pests and vermin. This is not a complete list of things you may need to do. I have provided the examples as a guide only.
- 24.3** If my garden is watered by a watering system or by tank water or both, you must avoid the system or tank(s) being damaged. If you, or someone you have allowed to be on my premises, cause damage to one or other or the both of them you must repair or replace what is damaged at your expense. You do not have to do so if I, or my managing agent or my contractor, cause the damage. Fair wear and tear to the watering system or tank(s) is not damage.
- 24.4** If you become aware of a fault in or damage to the watering system or tank(s) or garden pipes or taps or water meter you must tell me or my managing agent as soon as possible, preferably within 24 hours.

25. Pets at my premises

- 25.1** Before you have a pet of any description at my premises you must request my permission by completing the "Pet request form", which is available at consumer.vic.gov.au/renting. If you are seeking permission to have more than one pet, you must complete a separate form for each pet.



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- 25.2 If I consent to the pet/s being at the rented premises I will record that consent on the form and supply a copy to you.
- 25.3 If I do not consent to the pet/s being at the rented premises I will notify you and within 14 days of receiving the request make application to VCAT for an order that it is reasonable for me to refuse consent to the pet request.
- 25.4 If I do not respond to your request or make application to VCAT within 14 days of receiving the request you can take it that I have consented to the request.
- 25.5 If I reasonably believe you are keeping a pet at the rented premises without my consent, I may apply to VCAT for an order to exclude the pet from the rented premises.
- 25.6 Application for my consent is not necessary if you have or are to acquire an assistance dog (a dog that is trained to perform tasks that help a person with a disability to reduce the effects of their disability). If you wish to have a pet in addition to an assistance dog an application for consent will be necessary.
- 26. Assignments, subletting or abandoning my premises**
- 26.1 If during your tenancy the people in occupation of my premises are to change, you must advise me, or my managing agent, as soon as possible, preferably within 24 hours, and ask me in *writing or ask my managing agent in *writing for written permission to assign your tenancy or sub-let my premises. Neither I or my managing agent will unreasonably withhold permission to your request to assign or sub-let. You cannot use an SMS message to ask me or my managing agent for permission.
- 26.2 If you assign or sublet my premises without obtaining written permission beforehand and I terminate your tenancy or if you abandon my premises, I may ask you to reimburse me for expenses I incur in reletting, including -
- 26.2 (a) a pro-rata letting fee;
- 26.2 (b) advertising or marketing expenses;
- 26.2 (c) rental data base checks on applicants;
- 26.2 (d) rent until such time as your tenancy agreement is assigned or cancelled or it expires, whichever happens first.
- 26.3 Your obligation to pay me the expenses referred to in clauses 26.2 (a) to 26.2 (d) is dependent on me taking reasonable steps to reduce my loss brought about by you assigning, subletting or abandoning my premises without my permission.
- 27. If you intend to leave my premises when your tenancy ends**
- 27.1 If you intend to leave my premises at the end of your tenancy, you need to tell me, or my managing agent, about your intention at least 28 days before your tenancy comes to an end or 14 days before your tenancy comes to an end, if you fall within one of the categories set out in clause 237(1) of the **Residential Tenancies Act 1997**.
- 27.2 You tell me, or my managing agent, about your intention to leave by giving *written notice in a form which is not an SMS message.
- 27.3 You must return all the keys and any key cards or remote controls to me, or to my managing agent, when you leave my premises.
- 27.4 You must continue to pay rent to me, or to my managing agent, until and including the day you return all the keys or key cards or remote controls giving access to my premises to me or to my managing agent. Your obligation to continue to pay rent is subject to me taking reasonable steps to reduce my loss by attempting to relet my premises.
- 28. Remaining at my premises after your tenancy ends**
- 28.1 If you remain in occupation of my premises after your tenancy ends and you do not enter into a fixed term tenancy with me, you must tell me of your intention to leave specifying a date not less than 28 days after the day you tell me or tell my managing agent.
- 28.2 You tell me, or my managing agent, about your intention to leave by giving *written notice in a form that is not an SMS message.
- 29. Changing the locks and alarm code at my premises**
- 29.1 You may change the locks at my premises.



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- 29.2 If you change the locks, you must give me, or my managing agent, duplicate keys as soon as practicable, and preferably within 24 hours of changing the locks.
- 29.3 You may change the code of an alarm at my premises.
- 29.4 If you change the code, you must tell me or my managing agent in *writing of the new code as soon as practicable and preferably within 24 hours. You cannot use an SMS message to tell me the new code.
30. **'To Let', 'auction' and 'for sale' signs at my premises**
- 30.1 You will allow me, or my managing agent, to put up a 'To Let' sign on my premises during the final month of your tenancy. I, or my managing agent, will have the sign positioned so as not to interfere with your use of my premises.
- 30.2 You will allow me, or my estate or managing agent, to put up an 'Auction' or 'For Sale' sign on my premises at any time. I, or my estate or managing agent, will have the sign positioned so as not to interfere with your use of my premises.
31. **Owners corporation rules and my premises**
- 31.1 If there is an owners corporation for my premises, I have attached a copy of the current rules of it to this tenancy agreement. (Note: ensure a copy is attached to each part of this tenancy agreement)
- 31.2 You must comply with the rules of the owners corporation and any rules amending or superseding them, if you are given a copy of the amending or superseding rules.
- 31.3 You do not have to contribute to owners corporation capital costs or other expenses payable by me.
32. **You cannot use your bond to pay your rent for my premises**
- 32.1 You acknowledge the **Residential Tenancies Act 1997** provides you may not refuse to pay rent to me, on the ground you intend to regard the bond as rent paid for my premises.
- 32.2 You also acknowledge the **Residential Tenancies Act 1997** allows the Victorian Civil and Administrative Tribunal to impose a penalty if satisfied a breach of the bond requirements in the Act has occurred.
33. **Increasing the rent for my premises**
- 33.1 If this is a fixed term residential tenancy agreement, I will not increase the rent before the term ends unless the agreement
- (a) provides for a rent increase within the fixed term of a specified amount and the increase is not more than that amount; or
 - (b) specifies the method by which a rent increase within the fixed term is to be calculated and the increase is not more than an amount calculated using that specified method.
- 33.2 If this is a fixed term residential tenancy agreement and it provides for a rent increase during the term, I will give you at least 60 days notice of the increase. The notice I give you will be in the form prescribed for the purpose.
- 33.3 If this is a periodic residential tenancy agreement -
- (a) if I propose to increase your rent, I will give you at least 60 days notice; and
 - (b) the notice I give you will be in the form prescribed for the purpose.
- 33.4 I acknowledge I must not increase your rent at intervals of less than 12 months.
34. **Receipt of condition report / statement of rights and duties for my premises**
- 34.1 You acknowledge, before you took occupation of my premises, you received from me or my managing agent -
- (a) two copies of a condition report signed by me or by my managing agent; and
 - (b) a written guide *'Renting a home: a guide for tenants'* authorised and published by the Victorian Government setting out my rights and duties as your LANDLORD and your rights and duties as my TENANT. If you consented to receiving notices electronically this guide may be provided to you electronically.
35. **Notice**
- 35.1 Unless provided for otherwise by the **Residential Tenancies Act 1997**, Residential Tenancies Regulations or any other legislation, non-electronic service of written notices to the LANDLORD may only be effected by post or hand



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delivery to:

35.1.1 the address specified in the Tenancy Agreement as the address of the LANDLORD's agent; or

35.1.2 if no agent is specified in the Tenancy Agreement, the address specified as the LANDLORD's address.

35.2 Non-electronic service of written notices to the TENANT may be effected by post or hand delivery to the rented premises the subject of the Tenancy Agreement.



SIGNATURES

LANDLORD

Joshua Ennis

A handwritten signature in blue ink, appearing to read "Joshua Ennis" with a stylized flourish.

(insert signature of LANDLORD)

TENANT

Rick Van Emmerik

A handwritten signature in blue ink, appearing to read "Rick Van Emmerik" with a stylized flourish.

(insert signature of TENANT)

Lisa Van Emmerick

A handwritten signature in blue ink, appearing to read "Lisa Van Emmerick" with a stylized flourish.

(insert signature of TENANT)





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NOTICE OF INFORMATION WHICH THE LANDLORD MUST GIVE TO THE TENANT

Section 66, Residential Tenancies Act 1997

1. If there is no agent specified on page 1 of the Residential Tenancy Agreement:
 - (a) The Landlord's full name and address for the service of documents is the Landlord's name and address specified on page 1 of the Residential Tenancy Agreement.
 - (b) The landlord's emergency telephone number to be used in the case of the need for urgent repairs is
2. If there is an agent specified on page 1 of the Residential Tenancy Agreement:
 - (a) The agent's full name and address for the service of documents is the agent's name and address specified on page 1 of the Residential Tenancy Agreement.
 - (b) The agent's phone number is specified on page 1 of the Residential Tenancy Agreement.
 - (c) The agent's telephone number for urgent repairs is **0417835127**
 - (d) The agent can authorise urgent repairs
 - (e) If the agent can authorise emergency repairs, the maximum amount for repairs which the agent can authorise is **\$1,800.00**

NOTE TO LANDLORDS

- Before the occupation date, the tenant must be provided a document approved by the Director of Consumer Affairs Victoria, setting out rights and duties of a landlord and tenant under a tenancy agreement.
- The tenant must be given written notice of any change to any of the above information before the end of 7 days after the change.

ACKNOWLEDGEMENT BY TENANT

I, **Rick Van Emmerik**, being the tenant under the attached Tenancy Agreement, acknowledge receipt of this document, and receipt of a statement approved by the Director of Consumer Affairs Victoria, setting out rights and duties of a landlord and tenant under a tenancy agreement.

Signed: _____

Date: _____

I, **Lisa Van Emmerick**, being the tenant under the attached Tenancy Agreement, acknowledge receipt of this document, and receipt of a statement approved by the Director of Consumer Affairs Victoria, setting out rights and duties of a landlord and tenant under a tenancy agreement.

Signed: _____

Date: 21/3/2020

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.

DATED

2020

JOSHUA CRAIG ENNIS

VENDOR'S STATEMENT

Property
3 Wanjel Street, Strathfieldsaye

BECK LEGAL
Solicitors
177 View Street
BENDIGO VIC 3550
DX 55011 BENDIGO
Tel: 03 5445 3333
Fax: 03 5445 3355
Ref: JEN:569522-1