

PROPERTY MANAGEMENT UPDATE

Official client newsletter of Doyle Spillane Real Estate



Welcome to our Property Management Update:

Designed specifically for our tenants each month we will keep you updated with current market conditions in real estate in general as well as legislation changes & some of the processes we use daily.

We would also love to get your feedback on items or information that would be helpful so feel free to email: info@doylespillane.com.au with your suggestions.

Our Tenancy Handbook has been updated, we recommend you keep this in a safe place to refer back to if the need arises during your tenancy - [Click here for updated version](#)

In our Handbook that you would have received as well in hard copy in your move in pack you will find important information such as:

During Your Tenancy – Information

Lodging Repairs – Emergency Repairs Important Contact Numbers

Vacating Property Information

As well as some other helpful tips

In this months issue we will cover off on - Giving Notice and what's required

MARKET SNAPSHOT

IN THE LAST 30 DAYS

Number of Tenant Enquiries: 1557

Number of Prospect Enquiries:
608

Total Inspections Scheduled: 161

Tenants Registered to Inspect:
720

Applications Received: 156

Properties Leased: 42

Giving notice? What's Required

When the fixed term period of your rental agreement is due to expire, you can give 14 days' notice to end your tenancy, at any time up to and including, the last day of your fixed term, but it must be in writing.

Once your fixed term tenancy has ended however, you are required to give at least 21 days' notice if you wish to vacate your rental property.

Breaking a fixed term lease with penalty

If you wish to end your tenancy agreement early, you should give as much notice as possible and provide this notice in writing (only the legal tenant can give us this notice). We will need the date you intend to leave and you will need to include a request that we find a new tenant for the property.

Breaking a fixed-term agreement early

When a tenant signs a fixed term agreement, they are committing to stay for the full term.

If a tenant wants to move out before the end of the fixed term, there could be costs involved.

There are some situations where a tenant can end a fixed-term agreement without penalty.

A tenant should give the landlord as much notice as they can if they need to end the agreement early.

A tenant should also make it as easy as possible for the landlord or agent to show the property to potential new tenants.

**For more information and to start
the vacating process -
[Click Here](#)**

Breaking a fixed-term agreement signed after 23 March, 2020

Mandatory break fees may apply which is payable based on the stage of the agreement.

A break fee is a penalty a tenant agrees to pay if they move out before the end of the fixed term.

If the mandatory break fee applies, the set fee payable is:

- four weeks rent if less than 25 per cent of the agreement has expired
- three weeks rent if 25 per cent or more but less than 50 per cent of the agreement has expired
- two weeks rent if 50 per cent or more but less than 75 per cent of the agreement has expired
- one weeks rent if 75 per cent or more of the agreement has expired.



Giving notice? What's Required cont...

Breaking a fixed-term agreement signed before 23 March, 2020

The former rules apply and parties should check their agreement under 'Additional terms' to see if the agreement includes the optional break fee clause.

The optional break fee clause will not apply if the break fee clause has been deleted from the tenancy agreement.

A landlord may still seek compensation by applying to the Tribunal.

These costs may include loss of rent, advertising and a letting fee if the landlord uses an agent.

The landlord or agent may negotiate an agreed amount of compensation with the tenant.

If the tenant and landlord are unable to agree on the amount of compensation, the landlord may claim from the bond or apply to the Tribunal for an order that the tenant pays the landlord a certain amount of compensation.

The landlord will need to show the Tribunal that what (reasonable) steps they took to minimise their losses (e.g. advertising for a new tenant without delay).

Breaking a fixed-term agreement without penalty

In some circumstances, a tenant can break a fixed-term agreement early without penalty.

A tenant can give 14 days' written notice to end an agreement early without penalty if:

- they have accepted an offer of social housing (e.g. from DCJ Housing)
- they need to move into an aged care facility or nursing home (not a retirement village)
- a landlord has put the property on the market for sale during the fixed-term, and the tenant was not told before signing the agreement that the property would be sold
- if the property becomes listed on the Loose Fill Asbestos Insulation register during the tenancy or was previously listed without the landlord or agent disclosing that information to the tenant.

A tenant still needs to pay the rent until they hand back possession of the property.



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