

DEALING WITH RENT ARREARS BY 'REPEAT OFFENDERS'

Here at Solutions we maintain a high standard when it comes to rent payments, and carry out daily arrears procedures.

The first legal step we can take is when a tenant falls more than 7 days behind in rent. We issue a Form 11—Notice to Remedy Breach, giving them 7 days to pay the outstanding rent. If this is not paid, they are issued with a Form 12—Notice to Leave, giving 7 days to vacate the property.

We find that some tenants seem to be constantly behind in rent, and are using the Breach Notices as a sort of 'reminder' to pay their rent. Once they remedy the Breach Notice, we go back to the beginning and the process starts again. This is very frustrating for the owners as it affects their income.

The legislation provides for this situation in Section 299. Known as 'Repeated Breaches', it allows a lessor to apply directly to QCAT (the Tribunal) if a tenant is issued more than two breaches for the same reason in a certain time period (see insert).

Recently we attended QCAT for termination of a lease under Section 299 and were successfully awarded a Warrant of Possession.

This section is rarely used by Agents as it is not commonly understood. It also requires very systematic office procedures and evidence of communication with the tenants, otherwise the Tribunal can overturn the application. Sometimes it is more beneficial to simply issue a Notice to Leave for the end of the lease; but if that is months away, we have this option to move the tenants out sooner.



RTRA ACT 2008 —Section 299

Application by lessor for termination for repeated breaches by tenant

(1) This section applies if—

(a) the lessor gives 2 notices to remedy breach to the tenant for breaches of a particular provision in relation to the agreement; and

(b) each notice relates to a separate breach of the particular provision; and

(c) the tenant remedies each breach within the relevant allowed remedy period; and

(d) the tenant commits a further breach of the particular provision after the breaches mentioned in paragraph (a);

and

(e) all breaches happen within the period prescribed under a regulation for this section.

(2) The lessor may apply to a tribunal for a termination order.

(3) An application under this section is called an application made because of repeated breaches.



LEASING REPORT

2017 has started off with a bang!

After an unusually slow December, we decided to book viewings between Christmas and New Year and were encouraged to see high attendance levels at almost every viewing.

By the first week of January, dozens of applications poured in and we were able to tenant many properties.

STATISTICS FOR DECEMBER/JANUARY

	Leased in December	Leased in January	Vacancy Rate
Northside Office	17	19	1.31%
Southside Office	22	13	1.42%

CALENDAR DATES FOR FEBRUARY

DISBURSEMENTS

Wed 1st Feb
Wed 8th Feb
Wed 15th Feb
Wed 22nd Feb

Monthly Statement
Issued
Wed 22nd Feb



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<http://www.solutionsproperty.com.au/>



WELCOME ABOARD TO THE SOUTHSIDE TEAM...

We are pleased to announce that Robyn Seeds has joined our Springfield office as a Portfolio Manager.

Robyn has taken over management of properties in the Ipswich and surrounding areas. (Renee continues to manage properties in the Logan and surrounding areas).



Robyn brings with her over 30 years' experience in the Real Estate Industry - 15 of those within Property Management.

Having also owned and operated a real estate office, Robyn possesses impressive management, organisational and people skills.

Robyn's dedication and passion to her job makes her a perfect fit for our ever-expanding southside operation.