

## Purpose

The information requested in this form is information concerning your property and its condition for the purpose of satisfying disclosure obligations under the *Residential Tenancies Act 2010* (the Act) and *Residential Tenancies Regulation 2010* (the Regulation), to assist the Agent in satisfying inquiries from prospective tenants and to enable the agent to perform their duties pursuant to your agency agreement and the law.

Note: If you answer "No", you are stating that you have no actual knowledge of any problem. If you answer "No" and you know there is a problem, you may be liable for making an intentional misstatement.

### SECTION 1

Landlord's Name: \_\_\_\_\_

Property Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Mobile: \_\_\_\_\_

Email: \_\_\_\_\_

Age of property (approx.): \_\_\_\_\_

How long have you owned the property? \_\_\_\_\_

Have you ever lived in the property?  Yes  No

If yes, give details (how long, when) \_\_\_\_\_

How long has the property been leased out? \_\_\_\_\_

### SECTION 2 - PROPERTY PARTICULARS AND HISTORY

Are you (Landlord) aware of any of the following?

1. Room additions, structural modifications, or other alterations or repairs made without necessary permits or not in compliance with building codes in effect at that time .....  Yes  No
2. Do you have a current occupation certificate? .....  Yes  No
3. Body corporate matters which may affect the occupancy (e.g. pets allowed) .....  Yes  No
4. If Strata or community title is there an asbestos register? .....  Yes  No
5. Wood rot damage .....  Yes  No
6. Improper drainage or water penetration .....  Yes  No

If the answer to any of the above is yes, explain. (Attach additional sheets if necessary):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Owners Corporation Secretary: (provide contact details)

\_\_\_\_\_

Strata Manager: (provide contact details)

\_\_\_\_\_

### SECTION 3 - HEALTH ISSUES

Are you (Landlord) aware of any of the following?

1. Are there any signs of mould and dampness? .....  Yes  No
2. Are there any pests and vermin? .....  Yes  No

3. Do you have a regular pest inspection? .....  Yes  No

4. Has any rubbish been left on the premises? .....  Yes  No

If the answer to any of the above is yes, explain. (Attach additional sheets if necessary):

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**SECTION 4 - ASBESTOS**

(a) What year was this property built?  Or approximate age if year is unknown

(b) Are you aware of any material in the building/s that contain or may contain asbestos? .....  Yes  No  Not sure  
 (Note: Asbestos was not banned from building materials in NSW until 31 December 2003.)

If yes, provide details:

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(c) If asbestos containing material is present is it in good condition? .....  Yes  No  
 (Not cracked, broken, flaking or otherwise deteriorating)

If no, provide details:

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(d) Is there an existing asbestos register? .....  Yes  No

If yes, provide details of provider:

Name:

Address:

Contact:  Phone:

Date of report:

**SECTION 5 - INSULATION**

(a) Is your roof space and/or walls insulated? .....  Yes  No  Not sure

If yes, provide the following details: Loose fill  Fibreglass  Other type  Not sure

(b) What year was it insulated?

(c) Was the insulation completed by a licensed tradesperson? .....  Yes  No  Not sure

If yes, provide details of the installer:

Name:

Address:

Contact:  Phone:

Date of installation:

(d) Do you have any documentation relating to the installation? .....  Yes  No

**SECTION 6 - COMMUNICATION FACILITIES**

Are you (Landlord) aware of any of the following? Indicate whether the following are available:

- 1. A telephone line is connected to the premises .....  Yes  No
- 2. An internet line is connected to the premises .....  Yes  No

Any additional comments

**SECTION 7 - SAFETY, WORKING ORDER AND CONDITION**

- 1. Smoke alarms installed:  Yes  No      Type:  Battery  Hard-Wired      Batteries replaced:  Yes  No
- 2. Electrical safety switch: installed  Yes  No
- 3. Pool / Spa fence / barrier erected  Yes  No
- 4. Pool compliance or occupation certificate  Yes  No      Agent to obtain copy

Are you aware of any problems with the functioning, working order or noncompliance of any of the above items? .....  Yes  No

If yes, provide details. (Attach additional sheets if necessary):  
 \_\_\_\_\_  
 \_\_\_\_\_

**SECTION 8 - PRESCRIBED MATERIAL FACTS (section 26 (1) (2) of Act and clause 7 of Regulation)**

If you answer "No", you are stating that you have no actual knowledge. You are required to answer "Yes" if you are aware of a material fact. If you fail to disclose this information to a prospective tenant, the tenant is entitled to terminate the tenancy and seek compensation from the landlord.

The following are prescribed material facts that must not be knowingly concealed by a landlord or landlord's agent to induce a tenant to enter into a tenancy:

Are you (Landlord) aware of any of the following?

- (a) the residential premises have been subject to flooding or bush fire in the preceding 5 years .....  Yes  No
- (b) the residential premises are subject to significant health or safety risks that are not apparent to a reasonable person on inspection of the premises .....  Yes  No

**Note.** Disclosure under this provision does not affect the legal obligations of the landlord with respect to the residential premises.

- (c) the residential premises have been the scene of a serious violent crime within the preceding 5 years .....  Yes  No
- (d) council waste services will be provided to the tenant on a different basis than is generally applicable to residential premises within the area of the council .....  Yes  No
- (e) that because of the zoning of the land, or other laws applying to development on the land, the tenant will not be able to obtain a residential parking permit (in an area where only paid parking is provided) .....  Yes  No
- (f) the existence of a driveway or walkway on the residential premises which other persons are legally entitled to share with the tenant .....  Yes  No

(section 26 (2) of Act)

A landlord or landlord's agent must disclose the following to the tenant before the tenant enters into the tenancy agreement:

- (a) any proposal to sell the residential premises, if the landlord has prepared a contract for sale of the premises .....  Yes  No
- (b) that a financial institution e.g. bank/mortgagee has commenced court action to take possession of the premises .....  Yes  No

If the answer to any of the above is yes, explain. (Attach additional sheets if necessary):  
 \_\_\_\_\_  
 \_\_\_\_\_

**SECTION 9 - WATER SAVING DEVICES (section 39 (1) (b) of Act and clause 11 of Regulation)**

Are you (Landlord) aware of any of the following?

1. For separately metered premises only and if the tenant is to be charged for water usage.

The prescribed water efficiency measures that residential premises are required to contain before a tenant can be required to pay water usage charges are as follows:

- (a) all showerheads have a maximum flow rate of 9 litres per minute .....  Yes  No
- (b) all internal cold water taps and single mixer taps in kitchen or bathroom hand basins have a maximum flow rate of 9 litres per minute .....  Yes  No
- (c) no leaking taps on the premises .....  Yes  No

**Note.** Taps and showerheads having a maximum flow rate of 9 litres per minute have a 3 star water efficiency rating.

2. Where there is no water supply service connected and water is delivered to the premises by vehicle, do the premises comply with the above  Yes  No (If "no" the tenant cannot be charged the cost of water and delivery)

Any additional comments

**SECTION 10 - DATES OF WORK**

Approximate dates when work last done on premises

Are you (Landlord) aware of any of the following?

Installation of water efficiency measures:  /  /       Painting of premises (external):  /  /

Painting of premises (internal):  /  /       Flooring laid/replaced/cleaned:  /  /

Any additional comments

**SECTION 11**

Are you aware of any item, equipment or system in or on the Property that is in need of repair, not in working condition or that have known defects? .....  Yes  No

If yes, provide details. (Attach additional sheets if necessary):

Are you aware of any condition on the Property which materially affects the physical health or safety of an individual not covered above .....  Yes  No

If yes, provide details. (Attach additional sheets if necessary):

**SECTION 12 - BREAK LEASE OPTION**

When entering into a tenancy agreement would you like our agency to choose?

Option 1 - 'Fixed Break Fee (Additional Term 41)    or     Option 2 - Actual compensation

Option 1 - Fixes the penalty if the tenant breaks the lease early. The break fee is:

- (a) An amount equal to 6 weeks rent if term is less than 50% expired
- (b) An amount equal to 4 weeks rent if term is greater than 50% expired

Option 2 - The current position remains i.e. the defaulting tenant is liable to pay compensation to the landlord for any loss (including rent) to the end of the fixed term and the landlord has an obligation to mitigate the tenant's loss.

**SECTION 13 - LANDLORD INSURANCE**

1. Do you have a current Landlord Insurance Policy? .....  Yes  No

If yes, provide details. (Attach additional sheets if necessary):

Name of insurer: \_\_\_\_\_

Address: \_\_\_\_\_

Policy number: \_\_\_\_\_

If NO. Are you going to arrange cover? .....  Yes  No

**LANDLORD WARRANTY AND ACKNOWLEDGEMENT**

The Landlord warrants that the information provided is true and correct and authorises the Agent to disclose such information to potential tenants when required to do so. This form is completed pursuant to the agency agreement signed by the landlord/s on

Signature of Landlord:

Date:

**Privacy Notice**

The Privacy Act 1988 (Cth) regulates the collection, use, storage and disclosure of personal information of the Principal by the Agent. The Agent will collect personal information about the Principal in order to effectively carry out the Agent's obligations under this Agreement.

You consent to personal information being collected by the Agent pursuant to this Agreement. Such information will be collected from the Principal directly or from authorised third parties (including information that is in the public domain). All personal information is stored by the Agent at its premises or at the premises of a third party service provider of the Agent.

Such information may include the information provided by the Principal in this Agreement, together with any other personal information of the Principal required by the Agent to effectively carry out the Agent's obligations under this Agreement.

The Principal may review or correct any personal information of the Principal held by the Agent by contacting the Agent using the information set out on page 1 of this Agreement. The Principal may also direct any queries and complaints about the Agent's collection, use, storage or disclosure of the Principal's personal information to the Agent using the information set out on page 1 of this Agreement.