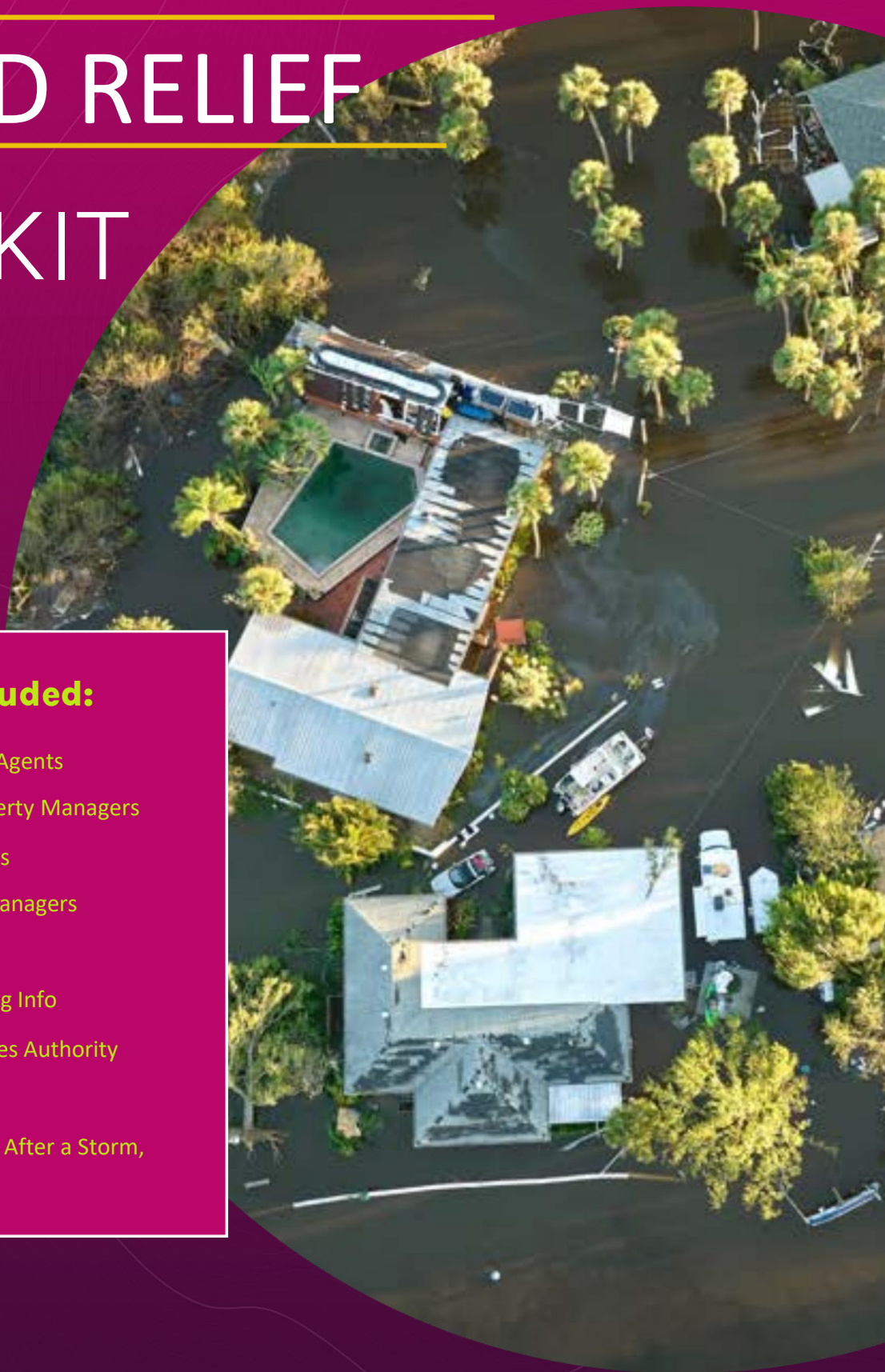
DISASTER AND FLOOD RELIEF TOOLKIT



What is Included:

- Fact Page for Sales Agents
- Fact Sheet for Property Managers
- FAQ for Sales Agents
- FAQ for Property Managers
- Insurance Issues
- Office of Fair Trading Info
- Residential Tenancies Authority
- QBCC Information
- Dealing with Mould After a Storm, Flood or Cyclone

REIQ

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ALTHOUGH CLEAN-UP AND REPAIRS MAY BE UNDERTAKEN, SEVERAL ISSUES MAY ARISE FOR AGENTS SELLING FLOOD AFFECTED PROPERTIES.



FACT SHEET

For Sales Agents

Agents appointed to sell properties situated in flood-affected suburbs should be mindful of their disclosure obligations and the information they provide to prospective buyers in respect of these properties. In particular, agents need to ensure that they do not contravene section 18 of the Australian Consumer Law (ACL) which is found in schedule 2 of the Competition and Consumer Act 2010 (Cth)) which states, inter alia, that "a person must not, in trade or commerce, engage in conduct that is misleading or deceptive or is likely to mislead or deceive".

Although clean-up and repairs may be undertaken, several issues may arise for agents selling flood affected properties.

Agents duty of disclosure

Whilst agents have an obligation to act in the best interest of their clients and to obtain the best sale price achievable, they also have an obligations of disclosure to potential buyers.

Generally speaking, it is irrelevant whether a person intended to mislead another party, or whether the person acted honestly and reasonable when making the representation. An innocent misrepresentation can still attract a liability under the ACL. A representation can be in writing (and can include pictures, photographs, plans and drawings, a verbal statement or even conduct, including gestures and demeanour).

In addition, silence (that is, the failure to advise a part of a material fact) can also amount to misleading and deceptive conduct.

Section 30(e) of the ACL prohibits, in connection with the sale or possible sale or promotion of an interest in land, false or misleading representations in relation to the characteristics of the land. A breach of section 30 may result in civil proceedings for damages, remedial orders, an injunction or a pecuniary penalty.

Section 212 of the Property Occupations Act 2014 (Qld) relates to false representations about property. Section 212 (1) states that a licensee or real estate salesperson must not represent to someone else anything that is false and misleading relating to the letting, exchange or sale of real property. The maximum penalty for breaching this provision is 540 penalty units.

If a person makes a representation relating to a matter and he or she does not have reasonable grounds for making the representation, the representation is taken to be misleading (section 212(4). The onus of establishing whether the person had reasonable grounds is on the person making the representation (section 212(5).

FACT SHEET

For Sales Agents (continued)

Chapter 1, section 4 of REIQ Best Practice Guidelines deals with statements with respect to the marketing, sale, rent or lease of properties or businesses. It states that members must not:

> *"(a) Make false or misleading representations or statements about properties or businesses, or engage in any conduct which is likely to mislead or deceive, including representations or statements about the values of properties or businesses, the features of properties or businesses or any other matter that is material to the sale, purchase or lease of a property or business to a Client or Consumer;*
>
> *(b) Participate in any harsh or unconscionable conduct with respect to the marketing, sale, rent or lease of properties or businesses; or*
>
> *(c) Engage in bait advertising."*

In order to ensure their own protection against any recourse by potential buyers, agents should adopt a conservative approach and disclose all matters within their knowledge and expertise which they consider may affect the decision of potential buyers to enter into a contract in respect to the property. If an agent is asked any questions about a property by potential buyers, he or she must answer honestly.

The fact that a property has previously been damaged in a weather event is, in itself, unlikely to constitute a material fact which should be disclosed by an agent to potential buyers. However, if an agent is aware or suspects that the repairs to the property have not been conducted to an appropriate standard, or that the damage has been covered up or hidden, he or she has an obligation to disclose these matters to potential buyers.

Similarly, defects in the quality of the property (such as incomplete or partial repairs, cracking of walls or subsidence) must not be fraudulently concealed, because an agent having knowledge of (but not disclosing) such defects may be held to have engaged in misleading and deceptive conduct.

Of course, agents should also encourage potential buyers to undertake their own due diligence (which may include obtaining legal advice, reports from a builder, building inspector or an engineer and making appropriate enquiries with the local council) before entering into a contract of sale.

Agents should also make it clear to potential buyers that any information about the property has been derived from the seller and is being 'passed on' by the agent for what it is worth and that they must make their own enquiries to verify the truth and accuracy of the information which has been conveyed to them. Further, agents should include a comprehensive disclaimer of liability on every page of advertising material, advising potential buyers to make their own enquiries and obtain professional advice before entering into a contract of sale.

FACT SHEET

For Sales Agents (continued)

Termination of existing contracts for property rendered uninhabitable by natural disaster.

Pursuant to section 64 of the Property Law Act 2023 (Qld), a buyer of residential property may rescind a contract of sale, if the property is destroyed or damaged as to be unfit for occupation as a dwelling.

Notice of the rescission of the contract must be provided in writing to the seller, or seller's solicitor, no later than the date of completion or possession whichever the earlier occurs. Any money paid by the buyer will be refunded to the buyer[6].

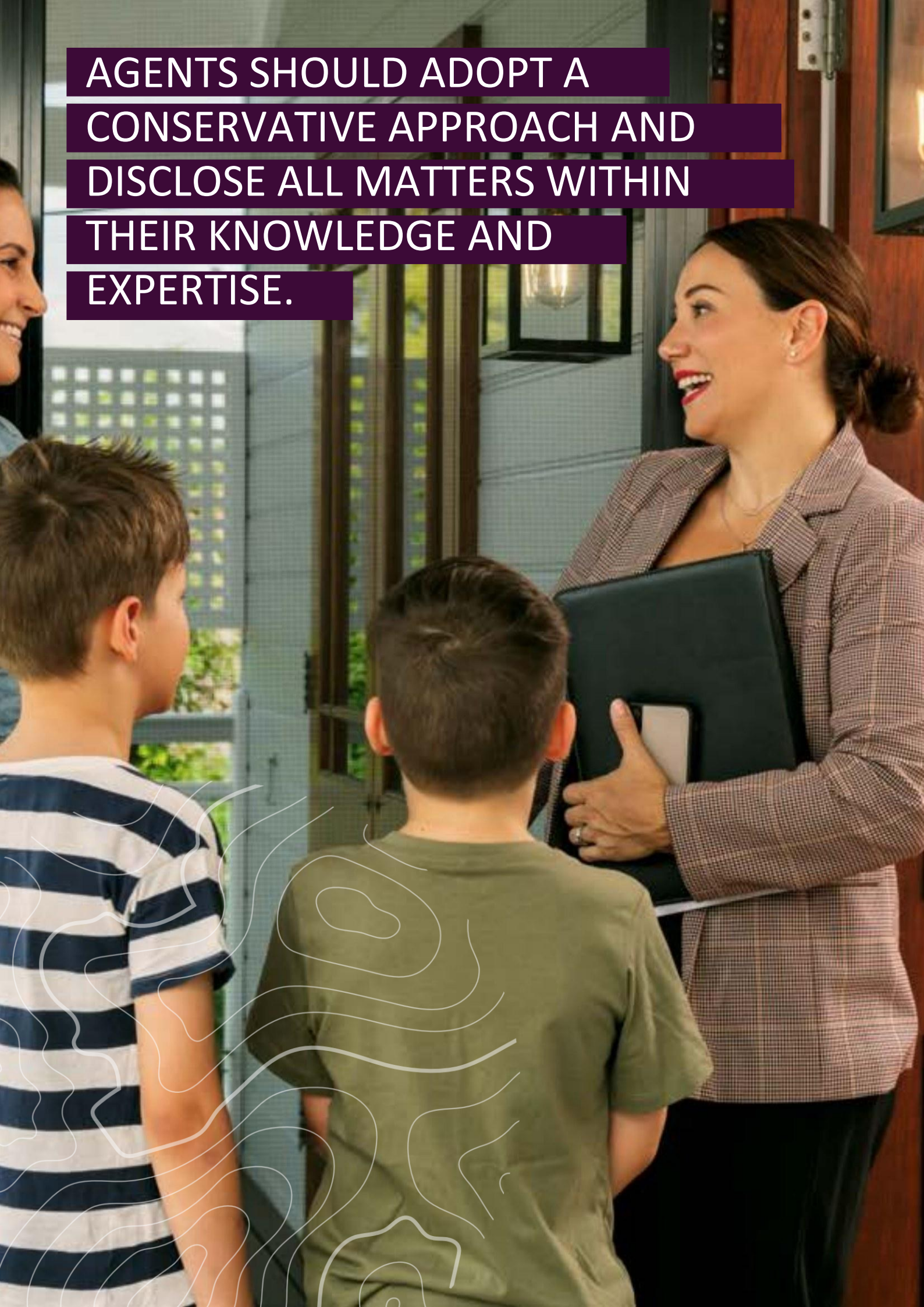


In the case of Dunworth v Mirvac Qld Pty Ltd[7] an apartment sustained significant damage as a result of the 2011 Brisbane floods whilst it was still under construction. Ms Dunworth, who purchased the apartment off the plan, sought to rescind the contract based on section 64 of the Property Law Act 2023 (Qld), arguing that it was unfit for occupation. The key issue in dispute was the construction of the words "date of completion", namely, whether it referred to the date appointed by the contract or the date of actual completion. The Court of Appeal favoured the latter construction, holding that the purpose of the provision was to shift the risk of property damage before completion of the contract to the seller.

The Court's inclination to protect buyers from risk carries important implications for agents involved in the sale of weather-damaged property. Buyers dissatisfied with their off-the-plan property purchases may follow in Ms Dunworth's footsteps and attempt to resile from their contractual obligations pursuant to section 6.

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[6] Section 64(2).
[7] [2011] QCA 200.



AGENTS SHOULD ADOPT A CONSERVATIVE APPROACH AND DISCLOSE ALL MATTERS WITHIN THEIR KNOWLEDGE AND EXPERTISE.

FACT SHEET

For Property Managers dealing with a natural disaster - flood & storm

In accordance with the Residential Tenancies and Rooming Accommodation Act 2008 (QLD) **(the Act),** if a tenant is aware of damage to a property or its inclusions, the tenant must give notice as soon as practicable of that damage.

If an agent is contacted by a tenant following a major flood event, it is important that the agent determine the extent of the damage to the property. If an agent is not contacted by a tenant after a major flood event, but the agent is aware that the property is located in a damage affected area, the agent should endeavor to make contact with the tenant to determine if any damage has occurred. In the event that the agent is unable to contact the tenant, the agent should attempt to conduct an inspection of the property as soon as practicable.

Verifying Livability

Agents may wish to ask the tenant the following questions to determine the damage to a property:

1. *What* is the extent of the water damage or flooding?

IN THE EVENT OF FLOODING:

- Advise the tenant to contact their personal contents insurer (if applicable);
- Arrange for an electrician to attend the property to ensure electrical safety;
- Arrange a plumber (if required);
- Advise the tenant to mop up all free water (if appropriate); and
- If there is water damage, take appropriate action to reduce possible damage. This may include contracting a carpet drying specialist or emergency restoration company to dry out affected walls.

2. *Is there still power supply to the property? Is there damage to plumbing?*

WHILST WAITING FOR A PLUMBER/DRAINER:

- Advise the tenant to turn off appliances that use water including washing machines and dishwashers;
- Advise the tenant not to flush the toilets and not to release any water from baths or tubs;
- Advise the tenant to open all outside doors if it is safe to do so; and
- Advise the tenant to use towels or rugs to divert any water.

Verifying Livability (continued)

3. Is there any damage/overflow of sewage

- *Advise the* tenant to contact their personal contents insurer (if applicable);
- Contact the local council if there is damage to mains sewerage pipes;
- Arrange a plumber;
- Advise the tenant not to walk through affected areas then into non-contaminated areas; and
- Advise the tenant not to handle any affected items. (Items affected by sewage are deemed unsalvageable and must not be handled without proper precautions being taken).

4. Is it safe to access the property?
5. Is the property liveable?
6. If the property is not liveable does the tenant have somewhere to stay?

Agents can contact the State Emergency Service for assistance on 132 500. However, in a life threatening emergency, agents should still call 000.

Inspecting the Property

Agents should only inspect a property if it is safe to do so. Pursuant to the Act[1], if access is available to the property, no notice is required by an agent/lessor who may enter in an emergency or for reasonable grounds to protect the premises.

Agents should prepare a detailed report following their inspection of the property, including detailed descriptions of all damage to the property and photographing all damage. This may include information such as the level of flood waters and rooms affected, the condition of the roof and whether it is damaged or missing, etc.

Keeping the Lessor Informed

Agents should ensure that they immediately contact their lessor client following a major flood event. Once an agent has been in contact with a tenant of a property and determined the extent of any damage, they should contact the lessor immediately with the information that was provided by the tenant.

Agents should advise lessors to notify their insurance company. Some insurance policies may also request whether the tenant aided in protecting the property against the effects of the disaster.

Correspondence with the lessors should ideally be in writing, if this is not possible, communication may be by phone and should be file-noted paying particular attention to details the tenants report and matters raised, making note of any instructions from the lessor.

Unliveability – What Happens to a Tenancy Agreement

In the Act there is provision for the tenancy agreement to end on the day that the property becomes unliveable. If the premises become unliveable, the owner or tenant can issue notice for ending the agreement on the same day the notice is given under the Act[4]. This notice must be given within one month of the event causing non-liveability. Either party to a tenancy agreement may give notice to end the tenancy because the premises5:

- (a) Have been destroyed, or made completely or partially unfit to live in; or
- (b) No longer may be used lawfully as a residence.

Whilst there is no provision for emergency release of bonds to those tenants adversely affected by natural disaster, the RTA recommends that in situations where this has occurred, the tenant should make a notation on the bond claim form so that special consideration may be given. In addition, in situations of hardship, tenants may be directed to the Department of Housing who can assess if the tenant is eligible for a bond loan.

Vacant Properties

Following a major flood event, agents should also generate a complete list of the properties they manage which are vacant and schedule inspections of them to determine whether there is any damage.



Emergency Repairs

Section 214 of the Act defines emergency repairs as the following:

(a) A burst water service or a serious water service leak;
(b) A blocked or broken lavatory system;
(c) A serious roof leak;
(d) A gas leak;
(e) A dangerous electrical fault;
(f) Flooding or serious flood damage;
(g) Serious storm, fire or impact damage;
(h) A failure or breakdown of the gas, electricity or water supply to premises;
(i) A failure or breakdown of an essential service or appliance on premises for hot water, cooking or heating;
(j) A fault or damage that makes premises unsafe or insecure;
(k) A fault or damage likely to injure a person, damage property or unduly inconvenience a tenant of the premises;
(l) A serious fault in a staircase, lift or other common area of premises that unduly inconveniences a tenant in gaining access to, or using, the premises.

Emergency repair requests should be treated with the utmost priority. The failure to address emergency repair requests in a timely fashion could expose lessors and property managers to claims of mismanagement or negligence.

Pursuant to section 216(1) of the Act, the lessor can nominate a person to act on his/her behalf in arranging emergency repairs or can nominate a person to conduct the emergency repairs. Section 216(2) provides that the nominated repairer can be stated in the General Tenancy Agreement (the agreement) or in a separate written notice given to the tenant. The agreement or notice must state whether the nominated repairer is the tenant's first point of contact for notifying emergency repairs2. Any change in a nominated repairer must be advised to the tenant in writing3. Pursuant to section 217 of the Act, the tenant may notify the nominated repairer of the need for emergency repairs if they are the tenant's first point of contact (as stated in the agreement) or the tenant has been unable to contact the lessor or lessor's agent after making reasonable efforts to do so.

Section 218 states that if the tenant has been unable to notify the lessor or nominated repairer of the need for emergency repairs or the repairs are not conducted within a reasonable timeframe, the tenant may at their own initiative arrange for a suitably qualified person to attend to the repairs or apply to the tribunal under section 221 for orders in relation to the repairs.

In accordance with section 219(1) of the Act, the tenant cannot incur emergency repair costs in excess of two weeks' rent under the agreement. The tenant can either seek reimbursement from the lessor for any repair costs properly incurred or require the lessor pay the repairer directly. The tenant must provide the lessor with documentary evidence to support the demand for reimbursement or payment to the repairer. If the lessor does not reimburse the tenant within seven days of receiving notice to reimburse the tenant or pay the repairer, the tenant may apply to the tribunal for an order seeking payment of the sum incurred.

[1] Sections 192(1)(k), 192(1)(l) and 193(2).
[2] Section 216(3).
[3] Section 216(4).
[4] Section 284 and 305.
[5] Section 284 and 305.



NATURAL DISASTER CHECKLIST

Date Reported: / / Time: am/pm Approx Time of Occurance: Date: / /

Property Address:

Tenant:

Contact Number(s):

Details of Damage(s):

1.

2.

3.

4.

5.

Contact SES for flood and/or storm damage:	☐ Yes	☐ No	/ /
Verify livebility & services to the damaged property:	☐ Yes	☐ No	/ /
Contact Lessor with tenant's report:	☐ In writing	☐ Phone	/ /
Ask Lessor to contact their insurer:	☐ In writing	☐ Phone	/ /
Contact out visual inspection of the property (if safe to carry out) and report to Lessor extent of damage:	☐ In writing	☐ Phone	/ /
Is the property non-liveable:	☐ Yes	☐ No	/ /
Does the tenant have alternative accommodation:	☐ Yes	☐ No	/ /

Address & Contact Number of alternative accom:

Has the rent reduction been agreed to:	☐ Yes	☐ No	/ /

If yes, what is the rent now: $ /

What is the period that the rent will be decreased: / / to / / In

Provide written notification to the tenant for rent reduction:	☐ Yes	☐ No	/ /
Contractors appointed - check if they hold current public liability insurance:	☐ Yes	☐ No	Date Completed
1.			/ /
2.			/ /
3.			/ /
4.			/ /
Notify tenant for action tradesperson:	☐ In writing	☐ Phone	/ /
Contact Lessor report for report of work completed:	☐ In writing	☐ Phone	/ /



EACH FLOOD AFFECTED PROPERTY SHOULD BE ASSESSED ON ITS OWN MERITS.

FAQ

For Sales Agents

1. Can a buyer terminate the contract of sale if the subject property is flood affected?	In most cases, a buyer is entitled to terminate the contract of sale at any time during the statutory cooling off period, which is 5 business days commencing on the day the buyer receives a copy of the contract of sale signed by all of the parties. When this occurs, the buyer is entitled to a refund of the deposit paid less a termination fee (which is currently 0.25% of the contract price). If the property is flooded, the Property Law Act 2023 (Qld) also provides that a buyer may rescind a contract of sale if the subject property is destroyed or damaged as to be unfit for occupation as a dwelling. To rescind the contract of sale the buyer is required to provide the seller with a notice of rescission. No later than the date of completion or possession, whichever occurs first, and any money paid by the purchaser must be refunded. This applies only to residential property. A flood affected property may be considered to be unfit for occupation where damage sustained is significant and/or permanent requiring much more than cosmetic repair or cleaning to remedy. Each flood affected property should be assessed on its own merits based on advice from an appropriately qualified building and legal professional. Aside from the entitlement to terminate during the cooling off period, or rescind under the Property Law Act 2023 (Qld), the REIQ Contract for Houses and Residential Land contains a clause that permits a buyer or seller to suspend the time for settlement in the event that they are unable to settle as result of natural disaster such as flood. In such cases, the buyer or the seller may suspend the time for settlement until they are no longer prevented from performing their obligations. This clause will not apply where the subject property is damaged or destroyed as a result of flooding. If a property, the subject of a contract of sale, is flood affected, we recommend that you direct both the buyer and the seller to seek and obtain advice from a qualified legal professional as soon as possible. It is not the role of an agent to determine whether the flood affected property is unfit for occupation.

FAQ

For Sales Agents

2. Is the buyer entitled to any compensation if the subject property is flood affected but still fit for occupation as a dwelling?	Under the terms of the REIQ Contract for Houses and Residential Land, the property is at the buyer's risk from 5:00pm on the first business day after the contract is signed. This means that the buyer should arrange their own insurance for the property from this time as they are generally required to settle the contract and pay the balance of the contract price by the date of settlement regardless of any damage that might be sustained to the property. Despite this, if the seller has failed to take reasonable steps to protect the subject property during a flood event, it is arguable that the buyer may be entitled to seek compensation from the seller outside of the contract for the cost to remedy any damage. We strongly recommend that that you direct buyers and sellers to seek advice from a legal professional about their responsibilities for the property prior to settlement.
3. If the subject property is flood affected, can the buyer choose to settle with a negotiated revised contract price?	As stated above, under the terms of the REIQ Contract for Houses and Residential Land, the property is at the buyer's risk from 5:00pm on the first business day after the contract is signed. Subject to any contractual and/or statutory entitlement that may arise to terminate or rescind the contract of sale, the buyer is generally required to pay the balance of the contract price to the seller by the date of settlement regardless of any damage to the property. If the subject property is flood affected but still fit for occupation as a dwelling, the buyer and the seller may mutually agree to settle contract with a revised contract price, but this would be at the parties' discretion and subject to a formal written agreement. The buyer is not entitled to unilaterally revise the contract price if the property is flood damaged.



FAQ

For Sales Agents

4. If the buyer and the seller have just settled the contract of sale, and the subject property has a history of flooding, does the buyer have a claim against the agent for failing to disclose a material fact?	In addition the obligation to act in the best interest of the client, an agent also has disclosure obligations under both the Property Occupations Act 2014 (Qld) and Australian Consumer Law to not make false or misleading representations to a potential buyer about land or property. This includes willful concealment of a material fact. If an agent is aware that a property has a history of flooding, they should ensure that they disclose these matters to a buyer. If a buyer does make a claim against you for an alleged failure to disclose a material fact, we recommend that you seek and obtain advice from a qualified legal professional, and make contact with your insurer.
5. If the buyer is purchasing a flood affected property (Property 1) and the contract of sale is conditional on the sale of buyer's current property which is not flood affected (Property 2), is the buyer still committed to settle on Property 2 if they have executed a contract of sale?	If Property 1 is damaged by flood, the buyer may be entitled to: • terminate the contract of sale during the cooling off period; or • rescind the contract of sale under the Property Law Act 2023 (Qld) if the property is destroyed or damaged to the point of being unfit for occupation as a dwelling. In the event that a contract of sale is executed for Property 2 which is not flood affected, subject to any other statutory or contractual conditions that may apply to that particular transaction, the buyer will be required to settle the contract of sale for Property 2 regardless of whether or not Property 1 has been flooded. If the buyer is not entitled to terminate or rescind the contract of sale for Property 1, the requirement to settle and pay the balance of the purchase price will remain, subject to any other conditions of the contract of sale (which in this case includes the sale of Property 2).
6. What legal advice can I give buyers and sellers?	Under the Legal Profession Act 2007 (Qld), a person must not engage in legal practice, which includes giving legal advice, unless the person is an Australian legal practitioner. *(continued)*

FAQ

For Sales Agents

6. What legal advice can I give buyers and sellers?	If you receive a query from a buyer or seller requesting legal advice about any matter relating to the real estate transaction, we strongly recommend that you refer them to a qualified legal professional.
7. What happens with the deposit monies in the trust account? Do I still need written authority from all parties to release monies?	Regardless of any flooding, you are required to continue to comply with statutory obligations around trust money, which includes obtaining written authority from the buyer and seller before releasing any monies.
8. What resources can I put affected buyers and sellers in touch with?	Buyers and sellers may be entitled to seek emergency hardship assistance through the Department of Communities who can be contacted on 1800 173 349, or https://www.qld.gov.au/community/disasters-emergencies/disasters/money-finance/types-grants/essential-serv-hardship-assist Other groups such as Lifeline, Australian Red Cross, Salvation Army and St Vincent de Paul are also positioned to provide affected parties with support and connect with them organisations that can provide them with further assistance if required.



FAQ

For Sales Agents

9. Am I entitled to compensation for office damage, or loss of income such as commission?	In the event of any damage to your office or loss of income arising from flood, you may be entitled to make a claim with your insurer for this. You should make contact with your insurer to obtain information on your coverage and entitlements. Also, you may be entitled to assistance or a concessional loan from the Queensland Government. For further information you can contact Queensland Rural and Industry Development Authority on 1800 623 946. If your premises is subject of a commercial lease, you should review the agreement to determine who is responsible for insuring the building and making necessary repairs. Under the Property Law Act 2023 (Qld), there are certain obligations that may be implied into commercial lease agreements that provide for rent abatement in the event that the premises, or part of the premises, are destroyed or damaged by flood so as to render it unfit for occupation. We recommend that you seek and obtain legal advice from a qualified legal professional to ascertain your entitlements under the lease agreement.





FAQ FOR PROPERTY MANAGERS

FAQ

For Property Managers

1. Can the owner or tenant break the lease as a result of this flood and if so, how is the bond dealt with?

Either a tenant, or owner/property manager, is entitled to end a tenancy agreement if the premises:

- has been destroyed;
- made completely or partly unfit to live in; or no longer may be used lawfully as a residence (eg – the building has been condemned).

The tenancy agreement only ends if one of the following occurs: the owner/property manager and the tenant agree to end the tenancy in writing;

- the tenant gives the owner/property manager a Notice of intention to leave (Form 13) on the grounds of non-livability (must be given within 1 month of event occurring)
- the property manager/owner gives the tenant a Notice to leave (Form 12) on the grounds of non-livability (must be given within 1 month of the event occurring); or
- an order is obtained from the Queensland Civil and Administrative Tribunal.

It is important to note that the tenancy agreement will end on: if the owner/property manager and tenant agree to end the tenancy in writing, the date upon which they agree; or if a Form 13 or Form 12 is given, the date upon which that form is given.

Although the usual rules for bond refunds apply, owners/property managers should be aware that RTA processing could be affected if postal or internet services are disrupted. If the tenancy agreement is ended because the premises is destroyed or made completely unfit to live in as a result of this flood, owners/property managers and tenants should give due consideration to this unique situation and work closely with each other to achieve satisfactory outcomes.

We strongly discourage owners/property managers from unreasonably retaining bonds in circumstances where a premises has been destroyed or is completely or partly unfit to live in.

FAQ

For Property Managers

2. If the tenant is required to relocate to emergency housing, will they be entitled to any additional compensation from the owner?	Generally, additional compensation is not payable to a tenant by an owner if they are required to seek accommodation in emergency housing as a result of a natural disaster such as flood. If a tenant is not able to meet their immediate essential needs for temporary accommodation, food, essential clothing and medication following a natural disaster they may be entitled to receive emergency hardship assistance. Details of such assistance can be accessed from the Department of Communities https://www.qld.gov.au/community/disasters-emergencies/disasters/money-finance/eligibility-apply
3. What does the landlord's insurance cover?	Landlord insurance typically covers the owner for the following: • theft or burglary by tenants or their guests; • malicious damage or vandalism by tenants or their guests; • loss of rent due to tenant default; • and legal expenses required to evict a tenant. Some landlord insurance policies may provide coverage to owners for damage to the premises arising from flood. Owners should enquire with their insurer to ascertain whether they have such coverage.
4. Does landlord insurance cover the tenant's possessions, or the cost of lost food resulting from the flood?	Generally, landlord insurance will not cover the tenant for damage to their possessions, or the cost of replacing lost food, resulting from flood. These matters are the responsibility of the tenant and may be covered by their own individual contents insurance (if they have such insurance). Tenants should enquire with their own insurer to ascertain whether they have coverage for these matters.

FAQ

For Property Managers

5. Who is responsible for vermin after the event?	During the tenancy, the owner is responsible for maintaining the premises in a way that it remains fit for the tenant to live in, and ensuring that they comply with relevant laws dealing with the health or safety of persons. Likewise, the tenant is responsible for keeping the premises clean, having regard to their condition at the start of the tenancy. If issues with vermin in the premises have arisen as a result of flooding, it is likely that the owner will be responsible for treating this issue.
6. Who is responsible for mould after the event?	Much like issues with vermin, responsibility for mould will depend on how it originally appeared. If mould has appeared in the premises as a result of flooding, it is likely that the owner will be responsible for removing this.
7. What resources can I put tenants in touch with who are affected by flooding?	Tenants can seek emergency hardship assistance through the Department of Communities who can be contacted on **1800 173 349,** or https:/www.qld.gov.au/community/disasters-emergencies/disasters/money-finance/types-grants/essential-serv-hardship-assist Other groups such as Lifeline, Australian Red Cross, Salvation Army and St Vincent de Paul are also positioned to provide affected tenants with support and connect them organisations that can provide them with further assistance if required.
8. What happens with automatic direct deposits into the trust account during a flood event?	Generally, automatic direct deposits will continue into your trust account during a flood. Regardless of flooding, you are required to continue to comply with your obligations to issue trust account receipts to depositors on the day you become aware of those deposits. Where possible, you should therefore ensure that you monitor your trust accounts during a flood event.

FAQ

For Property Managers

9. Are tenancy agreements voided as a result of flooding? What is the next step?	As set out in the response to question 1 above, a tenancy agreement is not automatically voided as a result of flooding, and can only be ended by prior written agreement or giving a valid Form 12 or 13.
10. Are we responsible for finding alternative accommodation for affected tenants?	As a property manager, you are not legally responsible for finding alternative accommodation for affected tenants. That said, you may wish to refer affected tenants to groups such as Lifeline, Australian Red Cross, Salvation Army or St Vincent de Paul who may be able to provide them with assistance.
11. Am I entitled to compensation for office damage, or loss of income such as commission?	In the event of any damage to your office or loss of income arising from flood, you may be entitled to make a claim with your insurer for this. You should make contact with your insurer to obtain information on your coverage and entitlements. Also, you may be entitled to assistance or a concessional loan from the Queensland Government. For further information you can contact Queensland Rural and Industry Development Authority on 1800 623 946. If your premises is subject of a commercial lease, you should review the agreement to determine who is responsible for insuring the building and making necessary repairs. Under the Property Law Act 1974 (Qld), there are certain obligations that may be implied into commercial lease agreements that provide for rent abatement in the event that the premises, or part of the premises, are destroyed or damaged by flood so as to render it unfit for occupation. We recommend that you seek and obtain legal advice from a qualified legal professional to ascertain your entitlements under the lease agreement.



EACH FLOOD AFFECTED PROPERTY SHOULD BE ASSESSED ON ITS OWN MERITS.



ONCE YOU ARE SATISFIED THAT THE PREMISES ARE SAFE TO ENTER, YOU SHOULD CONSIDER ANY STEPS YOU MAY NEED TO TAKE TO MITIGATE YOUR RISK.

FAQ

For Insurance & General Business Matters

Q. What matters should I consider before making a claim?	You should firstly consider any steps which might be necessary to mitigate any further loss or risk which may arise in the circumstances. For example, where windows or doors may be broken, making further attempts to secure the property may be necessary to prevent further loss or damage to a business premises. Before making a claim under an insurance policy, you may need to consider your current deductible or excess on the policy in order to determine whether a claim will be worthwhile. If a copy of your relevant policy is not accessible, you will be able to gather this information by contacting your insurance broker or insurer directly. If it is not clear whether a claim will be necessary, you should consider putting your insurer on notice that you may wish to proceed with a claim in the future if further matters arise. You should keep comprehensive records of any information which may be relevant to a future claim, and keep your insurance broker or insurer fully informed about any steps taken which may affect a future claim. You should also consider the timeframe in which you proceed with a claim. Whilst it may be necessary to proceed with a claim straight away. If there is a delay in making a claim under an insurance policy, these delays may affect policy coverage at a later date where your insurer's position may have been prejudiced. It is best practice in the circumstances to contact your insurance broker or insurer as soon as possible if you believe that you may need to make a claim under your policy at any stage.
Q. How should I proceed to make an insurance claim?	For urgent claims, you should contact your broker or insurer at first instance. It may be necessary to gather as much information as possible about the circumstances surrounding your claim. It would be prudent to speak with your insurance broker or insurer in order to determine whether the policy you are seeking to make a claim under responds to the circumstances. Some agencies may have several insurance policies which cover different circumstances such as business or office insurance. Before proceeding with a claim, it may be prudent to discuss which policy is most likely to respond to the circumstances at hand. (continued)

FAQ

For Insurance & General Business Matters

(continued)	Some insurers may offer extended opening hours on claims services such as claims hotlines. In addition, some insurers may offer an online lodgement process which may be particularly useful for non-urgent claims. It may be the case that some insurers will triage claims depending on their severity, addressing the most severe claims first.
Q. What should I do if my premises are damaged?	Once you are satisfied that the premises are safe to enter, you should consider any steps you may need to take to mitigate your risk. This may include: • Securing the property; • Removing undamaged furniture or business supplies away from the area; • Arranging for business records to be secured or restored; • Removing and/or warning any staff or contractors who may enter the premises of any safety hazards. You should contact your insurance broker or insurer as soon as reasonably possible in order to determine what steps you should take to make a claim under your policy. This may require obtaining quotes on repairs or maintenance.
Q. Generally, what is the process around assessing an insurance claim, including typical timeframes?	Different insurers may have different claims handling procedures. You should speak with your broker or insurer if you have concerns in relation to the processing of your claim. It may be the case that insurers will have a standard claims handling procedure. You may be able to speak with a claims handler about this procedure once one has been appointed to your claim. You may wish to note your claims handler's details in order to contact them at a later date. Insurers may process smaller claims by utilising quotes that you can arrange and provide to the insurer. Delays may be caused due to difficulties in locating tradespeople who are prepared to provide quotes. However, some larger claims may require the attendance of a loss adjuster or assessor. The loss adjuster or assessor will investigate and assess the circumstances of the claim, and will advise the insurer of the quantum of the claim. This will generally extend the timeframe of a claim.

FAQ

For Insurance & General Business Matters

Q. What is the process for allowing my employees to return to work?	Employers should determine whether work premises are safe before allowing employees to return to the workplace. If employees have concerns in relation to their entitlements during absences from work, employers should seek independent legal advice in relation to the employment contract concerned. Agencies that are shut down can potentially require an employee who is subject to the Real Estate Industry Award 2010 to take accrued annual leave during the shut-down period. In the event that the employee has insufficient annual leave entitlements, the employee may be granted annual leave in advance. However, where staff entitlements are concerned, it is important to seek independent legal advice in relation to each of the employment contracts concerned before taking any steps in relation to the matter.
Q: What should I do if my business records are lost?	Where business records may be lost or destroyed you should refer to your professional indemnity or other insurance policies which may respond in the circumstances. Agencies insured under the REIQ Professional Indemnity Scheme brokered by Aon will note that the policy includes within it an indemnity against any civil liability for compensation arising from the loss of any documents (including but limited to your documents) which have been destroyed, damaged, lost or mislaid and, after diligent search or attempts to recover them, cannot be found or recovered. In the circumstances, it would be prudent to notify your insurer of any potential claims against you due to the loss of business records or documents



FAQ

For Insurance & General Business Matters



Q. When is a rental premises 'habitable'?

Whether a damaged rental premises remains habitable or not will depend on the specific circumstances of the premises. Property managers should consider any safety concerns which may affect tenants and should take instruction from lessors as to how they wish to proceed.

The *Residential Tenancies and Rooming Accommodation Act 2008* (Qld) (the Act) should be considered when addressing concerns in relation to flood affected properties. Section 284 of the Act suggests that a lessor may give notice to a tenant to leave the premises if the premises:

(a) Have been destroyed, or made completely or partly unfit to live in; or-
(b) No longer may be used lawfully as a residence; or
(c) Have been appropriated or acquired compulsorily by an authority.

The notice, known as a notice of non-livability, may be utilised in circumstances where a property has been affected by flooding. Where property managers are concerned with the safety of a rental property, they should take instruction from the lessor as to whether the lessor considers that a notice of non-livability should be issued to the tenants. Likewise, pursuant to section 305 of the Act, a tenant may also provide a notice of intention to leave due to non-livability if they consider the agreement has been frustrated. A tenant must provide the notice to leave within one month of the event.

FAQ

For Insurance & General Business Matters

(continued)

By issuing a notice of non-livability, the property must be vacated, making it easier for the necessary maintenance or repairs to be carried out to bring the property back to a tenantable condition.

Where a property has been affected by flooding, or is in a flood affected area, property managers may also wish to engage in discussion with tenants and lessors as to the possibility of a rent decrease pursuant to section 94 of the Act. Section 94 states that a rent decrease may apply if the premises:

(a) Are destroyed, or made completely or partly unfit to live
(b) No longer may be used lawfully as a residence; or
(c) Are appropriated or acquired compulsorily by an authority.

In addition to this, the rent payable under an agreement may also be decreased accordingly where:

(a) Services, facilities or goods to be provided to the tenant under the agreement are no longer available or are withdrawn other than because the tenant failed to meet the tenant's obligations under the agreement; or

(b) The amenity or standard of the premises decreases substantially other than because of malicious damage caused by the tenant.

These amenities may include access to power, water and plumbing. Some tenants and/or lessors may consider that a damaged property remains livable. However, if, for example, tenants can only use certain areas of the property, are without amenities and services for an extended period, or have to seek alternative accommodation for a period, a rental decrease may be appropriate. This may prevent the frustration of the agreement altogether, and may allow tenants to return to the property when repairs are carried out. In circumstances where a lessor must carry out significant repairs, but does not wish to terminate the tenancy, it may be in order for the lessor to consider a decrease in rent until tenants can return to, or assume their full use of the property.

In all circumstances, property managers should engage in discussions with their lessor clients and follow their instructions. It is best practice to receive instructions in writing; where this is not possible property managers should keep contemporaneous and detailed file notes of any discussions with lessors.

FAQ

For Insurance & General Business Matters

When does the risk pass to the buyer in a sales contract?

Under clause 8.1 of a standard REIQ contract of sale, the property is at the buyer's risk from 5pm on the first Business Day after the Contract Date.

This clause has the effect of requiring the property to be insured by the buyer on the next business day after the contract is dated.

It is best practice in the circumstances to advise all buyers to take out insurance on the property immediately after executing the contract, which will avoid situations where sellers cancel their building insurance, or are underinsured once the property has gone under contract.

Whilst the matter may amount to the property being over-insured for a time, it is better for the property to be over insured in the circumstances, as the risk will undoubtedly fall on the buyer for any damage which may occur after the next business day.





FURTHER INFORMATION

From the Office of Fair Trading

Information for Real Estate Agents Experiencing a Natural Disaster

We are thinking of all licensees, their families and staff who are facing the challenges of the extensive flooding in parts of Queensland. The Office of Fair Trading (OFT) would like to provide every assistance in dealing with normal regulatory requirements during the recovery period. Please read this information and don't hesitate to contact us for any advice specific to your situation if needed. Topics covered below include:

- Trading from another premises
- Renewing your licence
- Trust accounts, audits and replacement documents
- Contacts in OFT

Trading from Another Premises

If your premises is so badly damaged that it is unsuitable to conduct business from, you can trade from an alternate premises. Trading premises are not required to be approved by OFT however you should advise OFT within 14 days of a change of address.

To do this we would ask that you contact OFT Licensing on 13 QGOV (13 74 68) or email *IndustryLicensing@justice.qld.gov.au* to advise of the relocation.

Renewing your Licence

If your salesperson certificate or agents licence (for an individual) is due for renewal you can now complete this task online. Simply go ***https://www.qld.gov.au/law/fair-trading*** for instructions. If however your organisational licence is due for renewal, or you do not have reliable internet access, please call OFT Licensing on (07) 3008 5802 and we can outline options, including extensions, based on your particular circumstance.

Trust Account Records & Replacing Official Documents

OFT understands that crucial hard copy records may have been lost in the flood. If this is the case we would urge you to contact your auditor as soon as possible. You or your auditor can contact the OFT at *financial.OFT@justice.qld.gov.au* to request an extension of time for lodgement.

If your licence or registration documentation has been destroyed or misplaced during the floods, please contact OFT licensing at *IndustryLicensing@justice.qld.gov.au* for a free replacement.

Contact OFT

Do not hesitate to contact us regarding any compliance and licensing concerns that you may have as a result of this natural disaster.

- General enquiries: Call 13 QGOV (13 74 68)
- Licence and enquiries: *oftlicensing@justice.qld.gov.au*
- Trust account enquiries: *financial.OFT@justice.qld.gov.au*

We wish you well in the difficult months ahead.



OFT UNDERSTANDS THAT CRUCIAL HARD COPY RECORDS MAY HAVE BEEN LOST IN THE FLOOD.

Important Renting Information for Natural Disaster Victims

If A Rental Property Becomes Unliveable After A Natural Disaster

After a natural disaster (e.g. cyclone, severe storms, flooding, bushfires) property managers/owners and tenants should talk to each other as soon as possible to discuss the state of the property. If the property is unliveable or damaged, they will need to work out if any action needs to be taken.

What Is An Unliveable Property?

A property becomes unliveable when it:

- is fully or partially destroyed
- can no longer be used lawfully as a residence (e.g. building is condemned due to health and safety risks, such as exposed asbestos fibres).

Ending A Tenancy After A Natural Disaster

A tenancy does not automatically end when a property becomes unliveable after a natural disaster. A tenancy agreement will only end if one of the following occurs:

- property manager/owner and tenant agree in writing
- tenant gives the property manager/owner a Notice of intention to leave (Form 13), or Notice of intention to leave – Rooming accommodation (Form R13) for rooming accommodation, on the grounds of non-liveability
- property manager/owner gives the tenant a Notice to leave (Form 12), or Notice to leave – Rooming accommodation (Form R12) for rooming accommodation on the grounds of non-liveability, or
- QCAT makes an order.

The Notice to leave or Notice of intention to leave, on the grounds of non-liveability, must be given within 1 month of the natural disaster. The agreement ends the date the notice is given, however, the person giving the notice may choose a longer notice period. If the tenant refuses to leave, the property manager/owner can apply to the Queensland Civil and Administrative Tribunal (QCAT) for a termination order.

Tenant Wants To Stay

Sometimes the tenant may feel it is better to stay in the property even if it is partially destroyed. This should be negotiated with the property manager/owner. Health and safety laws should be considered when making this decision.

If the tenant has been given a Notice to leave by the property manager/owner, and they believe the property is liveable, they may lodge a request for dispute resolution RTA Web Services or by submitting a Dispute resolution request (Form 16).

Paying Rent

Until a notice is given, the tenant is responsible for paying the rent in full (even if they have been evacuated from the property).

Bond Refunds

Bond processing with the RTA could be affected if postal or internet services are disrupted by natural disasters. Contact us for information on extended processing times.

Fixing Damage To A Property After A Natural Disaster

The property manager/owner and tenant should talk to each other as soon as possible to discuss the state of the property and work out what action needs to be taken.

The property manager/owner is responsible for any maintenance and repairs needed to bring the property back to a liveable condition (including fences, windows, doors, roofs and gardens). These repairs need to comply with relevant health and safety laws. The tenant is responsible for removing or cleaning their own possessions.

It is usually the property manager/owner's responsibility to organise and pay for property repairs. They should negotiate with the tenant to find a suitable time for the repairs to be done (entry rules apply).The tenant should be aware that the property manager/owner may be in discussions with their insurance company about repairs.

Rent Reductions

The rent may be reduced if the property is damaged or if some of the facilities (e.g. car park, pool, laundry) are unavailable. Rent reductions may occur when:

- services, facilities or goods to be provided under the agreement are no longer available, or
- the amenity or standard of the property decreases substantially.

The decrease can be negotiated and should be put in writing. The tenant may want to leave the property and return after the damage has been repaired. Any agreement about rent should be put in writing.

The property manager/owner and tenant can also decide to terminate the agreement and sign a new agreement after repairs are completed. The terms of the new agreement would need to be negotiated and would not necessarily be the same as the old agreement, including the rent amount.

Eviction

The rental market can become competitive after a natural disaster, but the rent cannot be increased outside the normal rules for rent increases. The property manager/owner is not allowed to evict the tenant in favour of another tenant who will pay higher rent (penalties apply).

Accessing RTA forms

The RTA's forms can be obtained electronically or in person via: • rta.qld.gov.au • 1300 366 311 (Mon – Fri: 8:30am – 5:00pm) • Level 11, Midtown Centre, 150 Mary Street, Brisbane

Other languages: You can access a free interpreter service by calling the RTA on 1300 366 311 (Monday to Friday, 8:30am to 5:00pm)

further information

For more information contact the Residential Tenancies Authority

rta.qld.gov.au | **1300 366 311** | **RTA Web Services**

Connect With Us

LinkedIn | Youtube | eNews | Podcast

Disclaimer: This fact sheet is prepared for information only. The Residential Tenancies and Rooming Accommodation Act 2008 is the primary source on the law and takes precedence over this information should there be any inconsistency between the Act and this fact sheet.

v11 Sep24



QBCC INFO

Important renting information for natural disaster victims

The QBCC maintains a Flood Register which allows consumers to search for licensed contractors who are available to help with repairs. Also, find information on how to rebuild after a flood, how to remove asbestos, emergency building, insurance information and more.

qbcc | QUEENSLAND BUILDING AND CONSTRUCTION COMMISSION

GENERAL

Asbestos Removal
https://www.qbcc.qld.gov.au/sites/default/files/Fact_Sheet_Asbestos_removal.pdf

Natural Disaster FAQ - Contractors-
https://www.qbcc.qld.gov.au/resources/guide/natural-disaster-faqs-contractors

Insurance Information for Building recovery
https://www.qbcc.qld.gov.au/sites/default/files/2021-10/factsheet-insurance-information-building-recovery.pdf

FLOOD

A Home Owner's Guide to Rebuilding After a Flood
https://www.qbcc.qld.gov.au/home-owner-hub/storms-natural-disasters/recover-natural-disasters

A Contractor's Guide to Rebuilding after a Flood
https://www.qbcc.qld.gov.au/resources/guide/contractors-guide-rebuilding-after-flood

Using Water and Gas in Flood and Cyclonic Affected Areas-
https://www.qbcc.qld.gov.au/home-owner-hub/storms-natural-disasters

Recover from Natural Disasters-
https://www.qbcc.qld.gov.au/home-owner-hub/storms-natural-disasters/recover-natural-disasters

Guide to Assessment and Repair of Flood Damaged Timber and Timber Framed Houses-
https://www.qbcc.qld.gov.au/resources/guide/guide-assessment-repair-flood-damaged-timber-timber-framed-houses

Managing Mould

After a cyclone or flood, the heat, humidity, residual water and poor ventilation can cause mould to grow. People can be exposed to mould through inhalation, skin contact or ingestion. Most healthy people will not experience health problems from contact with mould, however the risk increases for people with asthma, allergies or other respiratory conditions.

Those who have a health condition or are undergoing medical treatment that lowers their immunity may also be more sensitive to mould. Reduce the risk of mouldrelated problems by ensuring that mould is removed safely and ensure that action is taken to stop or minimise future mould growth.

Identifying Areas With Mould

Sometimes you can see mould when it discolours walls, ceilings and other surfaces. If not visible, you might detect a musty, unpleasant odour instead. Check for moisture or condensation in corners of rooms, carpeted areas and near airconditioner units. Plants growing on, or close to, external walls can hold in moisture and promote mould growth. Make sure your walls and weep holes are clear of plants and soil.

Preventing Mould Growth

Reducing the amount of moisture is the best way to control mould growth. While you can't control factors like rain, ensure that sources of moisture such as leaky plumbing, roofs and other fixtures are repaired as soon as possible.

General internal mould removal around sinks and wet areas is a duty that cleaners should perform progressively throughout the year. For recurring or extensive mould issues, firstly consult with your School Facilities Operations Advisor. If the recurring mould is a result of a facilities issue which requires rectification, the Schools Facilities Operations Advisor will advise the school to contact their Regional Infrastructure Advisor. (Staff can access contact details for their region on OnePortal).

Airing out rooms will assist with moisture control. Reduce the moisture level (humidity) in air - increase ventilation (if outside air is cold and dry), or dehumidify (if outdoor air is warm and humid). Remove items that maybe a source of moisture i.e. indoor plants, fish tanks. Open all the doors and windows to dry out the area as quickly as possible. Use fans to speed up the process if possible.

Mould Removal

Mould removal from external hard surfaces is a duty that cleaners should perform progressively throughout the year. This task is performed outside normal daily cleaning activities and is best suited during the school vacation periods. Consideration should be made to the timing of this task particularly with environmental impacts (e.g. wet seasons in the tropical north, localised flooding etc).

In some circumstances the removal of mould from external walls may be too difficult because of height or restricted access. Possible controls could be to engage an external contractor if the risk is not acceptable or if there is more than a light mould infestation. Review the Working at Heights Guideline for more information.

Removal of localised mould growth from internal surfaces e.g in a bathroom or a window frame, or small area of settled mould spores on a ceiling tile are duties that cleaners should perform as per the Cleaning Frequencies Guide. For more information refer to the Cleaning Facts Sheet - Mould Remediation – Internal and External Surfaces located at the School Facilities Operations SharePoint.

In the event that a natural disaster occurs, or there is a significant contamination of a large area with active mould growth and associated spores, complete the Mould Notification Checklist (included in the Mould

remediation Facts Sheet - be sure to include photos). The Principal or Business Manager is to contact the region's Infrastructure Services team and lodge an Unplanned Maintenance request. QBuild may be engaged to manage the rectification work to be completed through professional contractors. Department cleaners are not to perform cleaning duties under these circumstances. Schools and workplaces can access their QBuild customer hub for more information about mould events..

Curriculum Resources

Curriculum related items other than facilities related surfaces e.g. items that can be washed, such as stuffed toys and linen, should be washed as usual. Non-porous items such as glassware and some plastics can be washed in hot water with a good quality detergent and air dried. If using a dishwasher, clean and disinfect items first. Do the wash using a full cycle and with hot water. If in doubt, take them to a professional cleaner. Otherwise discard the items as advised by your local council.

Air Conditioning And Ventilation Units

Air conditioning and other ventilation units may provide a good environment for mould and other bacteria to grow. Using the unit without cleaning it properly first can cause mould spores to become airborne and be inhaled or spread to other areas.

Whilst school cleaners are responsible for cleaning accessible split-system filters, schools should seek professional advice related to service maintenance of all air-conditioning units particularly following emergent weather events.

For further information on general cleaning, please refer to the Cleaning Facts sheet - Split System Airconditioning Filters located at the School Facilities Operations SharePoint.

Protecting yourself

Consider the risks associated with cleaning up mould and determine the most effective approach for any light mould infestation.

- Wear protective clothing as identified which can be thrown away or washed easily.
- Protect your hands and nails by wearing good quality rubber gloves.
- Protect your eyes by wearing safety goggles with closed in sides.
- Standard dust masks do not provide adequate protection from microscopic spores and bacteria. To avoid inhalation of mould spores, wear an N95/P2 disposable respirator and be sure to follow the manufacturer's instructions and fit the mask properly.
- Manage all chemical products used for mould cleaning as per the Chemical managementprocedure including completing pre-purchase risk assessment before purchase. Add the product to Chemwatch, complete ILO and UN risk assessments if the product has an orange or red hazard rating, and store according to incompatibility requirements listed in the product's safety data sheet.

MORE INFORMATION

- Queensland WorkSafe - Managing mould
- Queensland Health - Dealing with mould after storm, cyclone or flood
- Queensland Government - Mould and damp and Returning to affected buildings
- QBuild customer hub - Mould Management Procedure (Q Build customers only)

SES 132 500
FLOOD & STORM EMERGENCY

Contact SES 132 500 from anywhere in Queensland for non-life threatening flood and storm emergency assistance during severe weather events.



Demand on Queensland SES during a severe weather event is huge and can lead to long wait times when calling 132 500 for assistance.

Don't want to wait on hold:

- **» Scan the** QR **code**
- **» Download the app**
- **» Be prepared for Storm Season**

ses.qld.gov.au/ses-assistance

Queensland Government

WHEN SHOULD YOU CALL

START **Is anyone's life in danger?**

Yes → Call Triple Zero (000)

No

Are you seeking emergency assistance during a flood, storm or cyclone because:

» There is damage to your roof or it is leaking significantly?

» Your house is flooded or about to flood?

» A tree has fallen & caused structural damage or is blocking access to your house?

» Your house is damaged & in need of temporary repair that you cannot repair yourself?

Yes → **Contact SES 132 500**

» Call 132 500 or use the SES Assistance QLD App.

» Your request for assistance will be logged with a job number and your local SES group will contac

No → **Depending on your situation you should:**

» Contact your insurance provider to make a claim or arrange permanent repairs.

» Contact a private contractor, or repair the damage yourself if safe to do so.

REIQ ACCREDITED AGENCY MEMBERS

A reminder of how you access the following benefits of membership

Legal Advisory Service

Free legal advice from our partners, Carter Newell Lawyers, leading Queensland real estate specialists (up to 30 minutes per issue). Helping you with agency practice issues you'd usually have to take to your own lawyers! Issues might include:

- Interpreting Legislation
- Validity of Forms
- Employment Practices

CARTER NEWELL

To access this service call 1300 MY REIQ or email ask@reiq.com.au for a referral

Property Management Support Service

Helping you and your property managers stay on top of a raft of legislation, plus tips and support via:

- Phone **Call**
- An Online **Resource Library**
- Email **Advisory**

To access this service call **1300 MY REIQ** and have your agency membership number handy, or email pmsupport@reiq.com.au. Visit REIQ.com/MemberResources and make sure you've opted in to the monthly bulletin.

Agency Advisory Service

Helping you and your staff navigate real estate, answering questions on topics including (but in no way limited to!):

- Form 6
- Conjunctional Arrangements
- Competitor Behaviour
- Interpretation of Standard Clauses & Contract Schedules

To access this service call 1300 MY REIQ and have your agency membership number handy.

MAKE YOUR VOICE EVEN MORE POWERFUL. ADD YOURS.

BECOME AN REIQ MEMBER TODAY

In 2018 the REIQ celebrated 100 years of representing the real estate profession.

REIQ