Disaster Toolkit

In this toolkit “Disaster Event” includes floods, fire, cyclone and an act of nature that may damage or affect property.

WHAT’S INCLUDED:
- FAQ for Sales Agents
- FAQ for Property Managers
- Fact Sheet for Property Managers
- Insurance Issues
- Office of Fair Trading Info
- Residential Tenancies Authority
- QBCC Information
- Dealing with mould after a storm, flood or cyclone
1. Can a buyer terminate the contract of sale if the subject property is Disaster Event 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 affected by a Disaster Event, the Property Law Act 1974 (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 Disaster Event 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 Disaster Event 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 1974 (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 a result of natural disaster. 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 a Disaster Event.

If a property, the subject of a contract of sale, is Disaster Event 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.

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 natural disaster 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 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 Disaster Event 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
FAQ for Sales Agents

Continued

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 Disaster Event 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 parties’ discretion and subject to a formal written agreement. The buyer is not entitled to unilaterally revise the contract price if the property is damaged.

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.

For example, if an agent is aware that a property has a history 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 Disaster Event affected property (Property 1) and the contract of sale is conditional on the sale of buyer’s current property which is not Disaster Event 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 a Disaster Event, 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 1974 (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 Disaster Event 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 Disaster Event affected.

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.

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 Disaster Event, 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. 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 a Disaster Event, 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 a commercial lease agreements that provide for rent abatement in the event that the premises, or part of the premises, are destroyed or damaged by a Disaster Event 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.
1. Can the owner or tenant break the lease as a result of a Disaster Event 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 a Disaster Event, 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.

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 Disaster Event.

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/financial-assistance/essential-services-grant](https://www.qld.gov.au/community/disasters-emergencies/financial-assistance/essential-services-grant).

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;
•...
FAQ for Property Managers

Continued

• 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 a Disaster Event. 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 a Disaster Event?

Generally, landlord insurance will not cover the tenant for damage to their possessions, or the cost of replacing lost food, resulting from a Disaster Event. 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.

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 the premises have arisen as a result of a Disaster Event, it is likely that the owner will be responsible for treating this issue.

6. Who is responsible for mould after flooding?

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 happens with automatic direct deposits into the trust account during a Disaster Event?

Generally, automatic direct deposits will continue into your trust account during a flood.

Regardless of the Disaster Event, 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 Disaster Event.

8. Are tenancy agreements voided as a result of a Disaster Event? 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 a Disaster Event, and can only be ended by prior written agreement of giving a valid Form 12 or 13.

9. Are we responsible for finding alternative accommodation for Disaster Event 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.

10. 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 a Disaster Event, 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.

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 a Disaster Event 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.
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 Disaster 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 Disaster Event, but the agent is aware that the property is located in a Disaster Event 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:

- What is the extent of the damage?

  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.

- 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.

- Is there any damage/overflow of sewage?

IN THE EVENT OF SEWERAGE DAMAGE:
  - 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).

- Is it safe to access the property?

- Is the property liveable?

- If the property is not liveable does the tenant have somewhere to stay?

- What is the extent of the damage?

IN THE EVENT OF A FIRE:
  - Advise the tenant not to return to the property until it has been declared safe by the relevant authorities
  - Advise the tenant to contact their personal contents insurer (if applicable);
  - If any services have been disconnected contact the relevant utility service provider to seek reconnection and not to attempt to reconnect services themselves.

- Is the property liveable?

Inspecting the property
Agents should only inspect a property if it is safe to do so. Pursuant to the Act, 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 and video recording all damage. In the event of a flood, 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. In the event of a fire, this may include damage to the property caused by the fire.

Keeping the lessor informed
Agents should ensure that they immediately
Section 214 of the Act defines emergency repairs.

Emergency repairs 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 repairs. Any change in a nominated repairer must be advised to the tenant in writing.

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.

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. 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 premises:

(a) Have been destroyed, or made completely or partially unfit to live in;
(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 Disaster 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.

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1 Sections 192(10a), 192(10) and 193(2).
2 Section 216(3).
3 Section 216(4).
4 Section 284 and 305.
5 Section 284 and 305.
### Natural Disaster Checklist

<table>
<thead>
<tr>
<th>Date Reported: <em><strong>/</strong></em>/___</th>
<th>Time: ___________am/pm</th>
<th>Property Address: ________________________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tenant: ____________________</td>
<td>Date of occurrence: <em><strong>/</strong></em>/___</td>
<td>Approx time: ___________</td>
</tr>
<tr>
<td>Contact Numbers: ___________</td>
<td>______________________</td>
<td>____________________</td>
</tr>
<tr>
<td>Details of damage:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. _________________________</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. _________________________</td>
<td></td>
<td></td>
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<tr>
<td>3. _________________________</td>
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<td>4. _________________________</td>
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<tr>
<td>5. _________________________</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contact SES for flood and/or storm damage:</td>
<td>Yes No</td>
<td><em><strong>/</strong></em>/___</td>
</tr>
<tr>
<td>Contact Fire Emergency Services for fire damage:</td>
<td>Yes No</td>
<td><em><strong>/</strong></em>/___</td>
</tr>
<tr>
<td>Verify liveability and services to the damaged property:</td>
<td>Yes No</td>
<td><em><strong>/</strong></em>/___</td>
</tr>
<tr>
<td>Contact Lessor with tenant’s report:</td>
<td>In writing Phone</td>
<td><em><strong>/</strong></em>/___</td>
</tr>
<tr>
<td>Ask Lessor to contact their insurer:</td>
<td>In writing Phone</td>
<td><em><strong>/</strong></em>/___</td>
</tr>
<tr>
<td>Carry out visual inspection of the property (if safe to do so)</td>
<td></td>
<td><em><strong>/</strong></em>/___</td>
</tr>
<tr>
<td>Report to Lessor extent of damage:</td>
<td>In writing Phone</td>
<td><em><strong>/</strong></em>/___</td>
</tr>
<tr>
<td>Is the property non-liveable:</td>
<td>Yes No</td>
<td><em><strong>/</strong></em>/___</td>
</tr>
<tr>
<td>Does the tenant have alternative accommodation:</td>
<td>Yes No</td>
<td><em><strong>/</strong></em>/___</td>
</tr>
<tr>
<td>Address of alternative accommodation: ________________________________</td>
<td>Contact No: ______________________</td>
<td></td>
</tr>
<tr>
<td>Has a rent reduction been agreed:</td>
<td>Yes No</td>
<td><em><strong>/</strong></em>/___</td>
</tr>
<tr>
<td>If yes, what is the rent now: $____________</td>
<td></td>
<td><em><strong>/</strong></em>/___</td>
</tr>
<tr>
<td>What is the period that the rent will be decreased: <em><strong>/</strong></em>/___ to <em><strong>/</strong></em>/___</td>
<td></td>
<td><em><strong>/</strong></em>/___</td>
</tr>
<tr>
<td>Provide written notification to the tenant for rent reduction</td>
<td>In writing Phone</td>
<td><em><strong>/</strong></em>/___</td>
</tr>
<tr>
<td>Contractors appointed – Check if they hold current public liability insurance</td>
<td></td>
<td>Date completed</td>
</tr>
<tr>
<td>1. _________________________</td>
<td><em><strong>/</strong></em>/___</td>
<td><em><strong>/</strong></em>/___</td>
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<tr>
<td>2. _________________________</td>
<td><em><strong>/</strong></em>/___</td>
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<td>3. _________________________</td>
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<td>4. _________________________</td>
<td><em><strong>/</strong></em>/___</td>
<td><em><strong>/</strong></em>/___</td>
</tr>
<tr>
<td>5. _________________________</td>
<td><em><strong>/</strong></em>/___</td>
<td><em><strong>/</strong></em>/___</td>
</tr>
<tr>
<td>Notify tenant for action of tradespersons:</td>
<td>In writing Phone</td>
<td><em><strong>/</strong></em>/___</td>
</tr>
<tr>
<td>Contact Lessor report of work completed:</td>
<td>In writing Phone</td>
<td><em><strong>/</strong></em>/___</td>
</tr>
</tbody>
</table>
Agents appointed to sell properties situated in Disaster Event 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 Disaster Event 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 (which equates to $70,497).

If a person makes a representation...
The fact that a property has previously been damaged in a weather event is, in itself, unlikely to constitute a material fact honestly.

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.

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

Pursuant to section 64 of the *Property Law Act 1974* (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.

In the case of *Dunworth v Mirvac Qld Pty Ltd* 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 1974* (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 rescile from their contractual obligations pursuant to section 64.

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*Section 64(2).*

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.

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: 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.

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: 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.

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
Also be decreased accordingly where:

In addition to this, the rent payable under an agreement may be decreased pursuant to section 94 of the Act.

Where a property has been affected by flooding, or is in a flood affected area, property managers may also wish to engage in discussions 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 affected area, property managers may also wish to engage in discussions with tenants and lessors as to the possibility of a rent decrease pursuant to section 94 of the Act.

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.

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) 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.

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Section 94 states that a rent decrease may apply if the premises:

(a) Are destroyed, or made completely or partly unfit to live in...; or
(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.

Q: 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 affect 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.

DISCLAIMER
The information contained in this toolkit is for general guidance only. The application and impact of laws can vary widely based on the specific circumstances and facts involved. Accordingly, the information in this toolkit is provided with the understanding that the authors and publishers are not engaged in rendering legal, or other professional advice and services. Although REIQ has made every attempt to ensure that the information contained in this toolkit is reliable and accurate, REIQ does not guarantee, and accepts no legal liability whatsoever arising from, or connected to, the accuracy, reliability, currency or completeness of any material contained in this toolkit and/or, any third party information included herein. REIQ recommends that users exercise their own skill and care with respect to their use of this toolkit and that users carefully evaluate the accuracy, currency, completeness and relevance of the material in the toolkit for their purposes. This toolkit is not a substitute for independent professional advice and users should obtain any appropriate legal and professional advice relevant to their particular circumstances.
Information for real estate agents experiencing a natural disaster

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 and replacing official documents

OFT understands that crucial hard copy records may have been lost as a result of the Disaster Event. 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 or a another Disaster Event, 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.
Fact sheet

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 Resident leaving form (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 (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 Dispute resolution request (Form 16) with the RTA.

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.

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).

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 (visit our website for more details). The property manager/owner is not allowed to evict the tenant in favour of another tenant who will pay higher rent (penalties apply).

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.

Accessing RTA forms

The RTA’s forms can be obtained electronically or in person by:

- rta.qld.gov.au
- 1300 366 311
- Level 23, 179 Turbot St Brisbane

If you would like additional advice around rental matters, you can also contact QSTARS on 1300 744 263 – they offer free independent advice and referral services for all Queensland tenants.

If you need interpreting assistance to help you understand this information, contact TIS on 13 14 50 (for the cost of a local call) and ask to speak to the Residential Tenancies Authority (RTA).

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The QBCC maintains the North Queensland 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 natural disaster, how to remove asbestos, emergency building and construction industry contacts, insurance information and more.

**General**

- How to rebuild after a natural disaster  
  [https://www.qbcc.qld.gov.au/sites/default/files/Fact_Sheet_How_To_Rebuild_After_A_Natural_Disaster.pdf](https://www.qbcc.qld.gov.au/sites/default/files/Fact_Sheet_How_To_Rebuild_After_A_Natural_Disaster.pdf)
- Asbestos Removal  
- Natural Disaster FAQ - Homeowners  
- Natural Disaster FAQ - Contractors  
- Insurance Claims - Queensland Legal Assistance Forum  
- Building and Construction Industry Contacts  
- Insurance information for building recovery  

**Flood**

- A Home Owner’s Guide to Rebuilding After a Flood  
- A Contractor’s Guide to Rebuilding after a Flood  
- Flood cleaning checklist  
- Floods - Health and Safety Checklist  
- Guide to Assessment and Repair of Flood Damaged Timber and Timber Framed Houses  
- AWCI Plasterboard Rectification resulting from Flood Inundation  
- Flood Affected Tenancies - Tenants’ Union  
- Permit requirements for rebuilding and repairing after a natural disaster  
  [https://www.qbcc.qld.gov.au/sites/default/files/Permit_requirements_for_rebuilding_and_repairing_after_a_natural_disaster.pdf](https://www.qbcc.qld.gov.au/sites/default/files/Permit_requirements_for_rebuilding_and_repairing_after_a_natural_disaster.pdf)
Mould grows in damp, dull and poorly ventilated spaces such as some kitchens, bathrooms and laundries. Dust and dirt in these areas also helps mould breed.

**What can I do to reduce mould in my property?**

Follow these hints to keep mould out of your property:

- Open doors and windows to allow air to circulate, particularly in the bathroom during cool weather.
- Keep bathroom walls, showers, shower curtains, baths and basins as dry as possible – open the door to allow air to circulate through the room.
- Clean your bathroom and property regularly. Wipe away moisture on windows and walls to keep them dry.
- Allow sunlight into the property as much as possible, especially in the bathroom, laundry and kitchen.
- Wash and dry damp clothes, and dry and air damp shoes outside as soon as possible. Make sure clothes and shoes are dry before putting them away in a wardrobe or clothes storing area. Leave wardrobe doors open where possible.
- Remove fruit and vegetables from plastic wrapping and refrigerate within 72 hours. Discard mouldy fruits and vegetables. Keep fresh food in sealed containers.
- Evaporation trays in air-conditioners, dehumidifiers, and refrigerators should be cleaned frequently.
- Do not run evaporative air-conditioning systems with water during times of high humidity (over 65%). If the air is feeling humid, run the evaporative air-conditioning system without water. Always ensure windows are open when running an evaporative air-conditioning system.
- Regularly clean carpets and rugs to prevent mould spores using a High Efficiency Particulate Air (HEPA) filter vacuum cleaner. Most new vacuum cleaners include HEPA filters.
- If water leaks or spills occur indoors, it is important to clean and dry the area immediately or preferably within 24-48 hours to prevent mould from growing.
- Ensure the property does not have any water leaks that are visible.

**How do I remove mould from my property?**

- Personal protective equipment, including half-face disposable respirators with P1 or P2 filters are available at hardware stores, and should be used to avoid possible mould spore inhalation when cleaning.
- Take additional precautions to prevent mould spore release and transmission by using of drop sheets and excluding persons not performing the work from the area that is being cleaned.
- Remove mould by using a suitable mould remover, such as:
– a solution of three parts vinegar and two parts water
– a solution of 70% methylated spirits and 30% water
– a solution of tea tree oil and water, or
– commercial products available from supermarkets.

• Ensure that you comply with the safety precautions provided by the manufacturer to protect your eyes and skin from the solution or mould remover.

• Wipe clean the affected area using a microfibre cloth with the cleaning solution. Use a two bucket system – one bucket with the solution and the other with clean water. Do not put the dirty cloth back in the solution – wash in the clean water bucket first. This avoids cross contamination.

• After cleaning the mould-affected areas with the solution, wipe the surfaces with a damp cloth. Do not use the same cloth used with the solution.

• Wipe all surfaces dry with a clean cloth.

• It is important to use a different cloth with each process and dispose of them immediately, otherwise the mould spores will be spread and mould will reappear in a short time.

• Do not attempt to dry brush the area using a broom or brush as this can increase spread of mould.
Dealing with mould after a storm, flood or cyclone

Cyclones and floods are usually associated with excess moisture, long periods of heat and humidity, and pooling of water. These factors all help to create an environment that is favourable to the growth of mould. In northern Queensland, mould is also a wet season issue, even without floods, and is not uncommon in buildings. People can be exposed to mould through inhalation, skin contact or ingestion.

People with a normal immune system are unlikely to be affected by mould. However, for some people, such as those with a true allergy to mould, asthma or lung disease, elderly people or people with chronic diseases like diabetes or people with low immunity, such as people on cancer chemotherapy, exposure to mould may cause them to develop health problems. If concerned, see your doctor. By reducing mould and by taking precautions when removing mould, you can help reduce the risk of mould-related health problems.

What mould looks like

Sometimes mould is easy to see because of the colour it causes on walls, ceilings and other surfaces. However, sometimes mould may not be easy to see, but can be detected by a musty, unpleasant odour.

Minimising mould growth

When returning to a flood-affected house or building, dry it out quickly by opening all the doors and windows. If possible, use fans, or air-conditioners on dry mode, to speed up the process. If the roof space was flooded, it also will need extra ventilation to speed up the drying process.

Porous items that can't be easily cleaned and have been wet for more than two days should be thrown out. This includes items such as mattresses, carpet, leather goods and ceiling insulation.

Moisture control is an effective method for controlling mould growth. In high rainfall areas, such as north Queensland, this is difficult to achieve, but other factors – such as leaky plumbing, roofs and other fixtures should be repaired as soon as possible. If repainting walls or other hard surfaces prone to mould growth, anti-mould solutions can be added into paint to help minimise mould growth. Ask your painter or hardware supplier for details.

Plants and bushes growing on or close to outside walls help to hold in moisture and promote mould growth. Try to clear plants, bushes and soil away from walls.

Cleaning mould from surfaces

Abrasively cleaning mould from a surface, such as with a dry brush, is not recommended as this could release spores into the air which may affect health and spread mould to other areas. There are many products which kill
and remove mould from walls, floors and other hard surfaces. Household cleaning agents or detergents can do an effective job if used correctly, as can white fermented vinegar cleaning solution. The use of bleach may not be effective in killing mould on porous surfaces. However, bleach will help to minimise other disease-causing organisms that may be present because of contaminated floodwaters. The mixing of cleaning agents is not recommended, for example, mixing bleach and ammonia can produce toxic fumes.

Items that can be washed, such as stuffed toys and linen, should be washed as usual. If in doubt, take the item to a professional cleaner or throw it out in accordance with your local government’s waste disposal methods.

Non-porous items such as glassware and some plastics can be washed in hot water with a bleach solution or with a good quality disinfectant and air dried. If using a dishwasher, clean and disinfect it first. Do the wash using a full cycle and hot water.

**Protecting yourself**

Wearing good quality rubber gloves while sorting and cleaning mouldy items will protect the hands and nails from coming into contact with mould. You can protect your eyes by using safety goggles with closed-in sides.

If your clean-up is big or if you have a pre-existing respiratory condition, try to obtain a P2 disposable respirator. Unlike conventional dust masks that only provide protection against large particles, these masks protect against microscopic spores and bacteria. Be sure to follow the manufacturer’s instructions and fit the mask properly. Wear protective clothing that can be disposed of or easily washed.

**Salvaging damaged collections**

The State Library of Queensland has published information on effective methods of preserving precious family collections, such as photographs, books and diaries. Please see further information below for link.

**Further information**

- US Centres for Disease Control and Prevention [https://www.cdc.gov/mold/basics.htm](https://www.cdc.gov/mold/basics.htm)
- Contact 13 QGOV (13 74 68) for your nearest public health unit.
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

To access this service call 1300 MY REIQ for a referral from our Administration & Tribunal Coordinator.

**PROPERTY MANAGEMENT SUPPORT SERVICE**

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

- A telephone and email advisory service
- A monthly bulletin
- An online resource library

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):

- Conjunctional arrangements
- Competitor behaviour
- Form 6
- Interpretation of standard clauses and contract schedules

To access this service call 1300 MY REIQ and have your agency membership number handy.
MAKE OUR VOICE EVEN MORE POWERFUL.
Add yours

In 2018 the REIQ celebrated 100 years of representing the real estate profession.
BECOME A MEMBER TODAY

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