

# LANDLORDS NEWS

VOLUME 161

February 2018

## GENERAL MEETING

**Tuesday  
6th February 2018**

**Fullarton Park  
Community Centre  
411 Fullarton Road  
Fullarton SA 5063**

**6:50pm for 7:00pm start  
in the Parkview Room**

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## PRESIDENT'S REPORT

### Happy New Year.

How quickly time has passed us by, without any great news re landlord treatment within SACAT.

Regrettably I am still hearing that we still have many landlords and I might add agents who are experiencing the same hearing time delays.

### URGENT HEARINGS

If you are a tenant you may get in the matter of hours – No I am not exaggerating – I have personally experienced it.

If you are a landlord or agent don't hold your breath, I honestly cannot recall the last time I heard of any landlord receiving a hearing in 48 hours. Currently 5 to 8 days, this is totally ridiculous.

Tenants are left in a property to do more destruction and the landlord has to accept that it's part of doing business.

### TENANT UNABLE TO ATTEND CONFERENCE

Conference cancelled on the day!!  
Tenant contact SACAT, has urgent personal situation and cannot attend

hearing – the landlord is told on the day at the time of the hearing – Evidently there was Medical Certificate available.

I am advised that the landlord/agent was informed that they do not have the right to view the certificate when they attended the new allocated mediation conference date.

Who pays for the landlord/agent's time allocated for the time taken to attend to the first mediation conference??  
Hearing adjourned to a more suitable date for the tenant.!!

### WAITING TIMES AT SACAT ROOMS

I fully acknowledge most times you will be in your hearing within 5-10 minutes of your allocated time.

However, what has happened to the courteousness of any SACAT staff member advising attendees that a member is running 20 minutes late.

Am I getting so old that respect is no longer part of today's world.

### MISTRUTHS UNDER OATH

Amazingly I have not used my "Honest Face" comment for quite some time,

## GENERAL MEETING GUEST SPEAKER

Our Guest Speaker for this month is  
**Detective Brevet Sergeant Andrew BULL**  
Drug and Organised Crime Task Force (141)

## MEETING AGENDA

- Meeting opening and welcome
- Apologies
- Guest Speaker
- Minutes of the previous meeting
- Business arising from minutes
- President's report
- General business
- Close meeting

however it is still happening. I totally agree it is difficult for a SACAT member to ascertain which party is being truthful in every instance, however when it is a blatant mistruth – my question is – Where are the penalties?

I have recently been provided with written proof that a tenant was less than honest at a SACAT hearing in 2017 and to the best of my knowledge no repercussion was forthcoming towards the tenant. Regrettably I have not had an opportunity to address this in its entirety at the moment, nonetheless it is on my agenda.

It so disappoints me that landlords continue to get fined for late Bond Lodgements however a tenant can sit at the SACAT table and blatantly lie and appear not to have any repercussions.

Hence my continual comment that it is the Residential TENANCY Act 1995 – Yet we are advised that the act is meant to be impartial - Really??

I believe as landlords all we ask for is fair and just treatment.

If we ask for vacant possession we should be granted vacant possession however what do you often end up with - A Conditional Order- More chances for the tenant and quite often more losses to the landlord. If we wanted a Conditional order, we ask for a consent order surely?

To this date and over 30 years in this field I fail to see why repetitive tenants are continued to be given opportunity after opportunity.

### **BOND CLAIMS**

Have you a receipt of the Bond lodgement that shall enable you to complete the Bond Refund Form accordingly?

Once you have agreed on the amount of Bond Refund between yourself and the tenant – the bond form should be completed by all parties and signed off.

Should you be in the situation that neither yourself or the tenant is in the position to go online - you may still take the Bond Refund Form into the ground floor at Consumer and Business Affairs at 92 Grenfell Street – Adelaide and it shall be attended to manually.

Unfortunately, there are times when this may need to happen especially if you have an old tenancy.

In this case please ensure you take a copy of the Bond Lodgement Form in with you for verification of signatures. I would also suggest proof of ID as well.

This should enable you to have the Bond Refund processed in a timely manner.

Consequently, if you cannot come to an arrangement with the tenant at the final Inspection for the amount

of Bond you believe is due to you, then unfortunately you shall have no other alternative than to apply to SACAT with a list of your claims and wait for a Mediation Conference or full hearing to take place. Remember that every time you apply to SACAT you will need to pay a fee to make the application- This cost is non – refundable.

Is this a timely exercise – Yes it certainly is and it is an area I would strongly suggest you avoid at all costs.

### **LANDLORDS INSURANCE**

As you are all aware I continue to advocate for every landlord to check their Landlord's Insurance Policies, specifically, if you have a periodic tenancy - Does your policy cover you?

Remember it is a Tax Deduction

### **INSPECTIONS**

Are you aware that your Insurance policy may not provide cover if you have failed to attend to conduct your quarterly Inspections.

At this point I highlight that it is of greatest importance that you have been meticulous throughout the whole of your tenancy.

I also reiterate to have your tenant present at the time of completing your final inspection.

This way you could ultimately resolve any issue amicably – Hopefully.

Ultimately the resolution to ensuring you do not have a dispute at the end of the tenancy is to communicate all the way through the tenancy and be reasonable at the final inspection.

Remember there is principle and practicality and you are operating under the Residential Tenancies Act 1995 – Not the Residential Landlords Act.

In closing “What is your time worth as a landlord? Never allow emotions rule your commercial decisions.

### **SAMPLE- AGENT TERMINATION LETTER**

As landlords are often in a situation when they wish to take over self-managing, how to politely terminate a management agreement can be difficult.

This is especially so if your decision is commercial and not because of a bad experience.

Hence, I have popped a sample letter in this newsletter to assist you.

We hope that as you move forward that you become knowledgeable successful landlords, competently fully maintaining their own rental portfolios.

### **DEBT COLLECTION**

I have recently held a meeting with an experienced Debt Collection Agency principle who is happy to

provide us with further details at our next meeting. The details of the company are in this newsletter.

### COMMITTEE MEMBERS

As you are aware all our committee members are diligent volunteers and will always be grateful of any assistance or knowledge that you as members can share.

I personally sincerely thank them for all their hard work behind the scenes by attending many different stakeholder meetings to assist us all.

### MEETINGS

Please ensure you attend the Landlord's Association meetings to enable you have the benefit of obtaining more knowledge and suggestions to assist you with your own rental portfolio.

Attending at a meeting enables you to build relationships with fellow landlords who understand the complexities of self-managing your own properties.

I take this opportunity to wish you all well with your successful self-management.

*Yours sincerely*

*Margaret Kohlhagen, President.*

## GENERAL MEETING MINUTES

7 November 2017 - 7.00 pm  
Fullarton Park Community Centre  
Meeting Opened at 7.10pm

**Present:** Quorum: Yes - 24 out of 200

### Members

Margaret Kohlhagen	(President) (Chairperson)	1
Rodney Webb	(Ass. President) (Chairperson)	2
Louise Sparks	(Secretary)	
Theo Balomenos	(Ass. Secretary)	
Patricia Webb	(Treasurer)	
John Wyk	(Ass. Treasurer)	
Stan Heresztyn	(Committee)	
Peter Allen	(Committee)	
Stella Salagaras	(Committee)	

### Apologies

Peter Allen, Fil & Sam Falco, Helen & Peter Tsiros, Gail Woodward & Scott Poulton

### Guest Speakers

Adrian Nippress and Matthew Holmes as representatives of Uniting Communities discussed the "Water Costs in Tenancies Project". A survey Questionnaire was presented with the request that our general membership receive a copy.

### Minutes of the previous meeting

It was resolved that the minutes of the Annual General Meeting held on 1st August 2017 be accepted as a

true and accurate record.

Moved: Seconded: Gerhard

### Business arising from previous meeting/minutes. Post Box

Short discussion regarding the general post office box and the idea of dispensing with that facilities. Noted further discussions are being held with the landlords of the Epworth Building.

### Bonds on Line

Some members are having problems with Bonds on Line, discussion regarding available help. EFT payment system is also being phased out and in the future BSB payments are available.

### Changes in SACAT

New members have been appointed in SACAT which seems to have an effect on the documentation being held up. There are also new forms however the old documents are still being accepted.

Correspondence In: Nil

Correspondence Out: Nil

### NEW BUSINESS

#### Electronic Newsletter

Discussion with membership to ask who would prefer their newsletter in an electronic format.

#### Bond Delays

There seems to be a delay in the Bond Section and some changes to the bond guarantees.

### REMINDERS

#### Electronic Payments

Please remember to always place your membership number next to your payments. We currently have a payment of \$80.00 that cannot be allocated to a person because there was no membership number or name included on the transfer.

#### Mario Leuci

Sadly, one of our founding long-term members and previous committee members, Frank Piantadosi passed away. Requested that we place a notice in our newsletter.

Some of our meeting events will be mentioned on the Italian community radio show 531AM. Mario informed meeting he will be highlighting our events in the future.

Discussion regarding the new requirements for landlords who are managing properties that do not belong to them will have to have a license.

### REPORTS

#### Presidents Report

Nil

**Financial Report - Patricia Webb, Treasurer**

The financial report for October was tabled. It was resolved that the financial report be accepted as a true and accurate record.

Moved: Patricia Webb    Seconded: Jeff Gray

Financial transactions for the evening:

1 credit card renewal      \$80, Schurer.

Financial Transactions for the evening -  
*Patricia Webb, Treasurer*

Cash                                \$7,2050.00

Credit Card                      -\$4,696.36

Cheque                            \$20,575.09

*See Report for full details*

Secretaries Report - Nil

**Next Meeting:** Tuesday 6 February 2018

Meeting Closed 9.20pm

## **SACAT – REQUEST FOR CONSENT ORDER**

We have a relatively long standing tenant who pays the rent like clockwork.

Payment for water, on the other hand is problematic.

Along with the quarterly invoice for water I'd sent reminders, left voicemail messages and sent text messages. All to no avail.

Eventually, as one does, I served a form 2.

That at least elicited a response. The tenant contacted me and said he could understand my actions and agreed to pay \$100 pf to clear the outstanding debt for water.

He made a payment then missed one.

I lodged an application with SACAT and along with the lease, sent in a copy of each of the letters I'd sent to the tenant over the last four years requesting payment of the quarterly water charge. I didn't send copies of the SA water accounts as the tenancy is for a property served by a water meter in common with other units, and the accounts for the last four years are filed in boxes.

I spoke to a SACAT staff member about this who said she would see whether the matter could proceed without the SA water accounts. I explained that the tenant was not disputing the amount owed, nor his obligation to pay the outstanding water accounts, but seemed to just need a little push to comply.

In previous cases I usually come to an agreement with the tenant and ask the Tribunal member to make an Order consistent with our agreement and I

recalled having read about a form of documentation to formalise this approach. I asked the staff member about it. She emailed me a form 'Payment plan for outstanding water invoices – request for consent order' These forms are on the SACAT site.

Without going into the tortuous process to get there; the tenant and I completed our agreement on the form and returned it to SACAT.

Much to my surprise the staff member contacted me again to advise that I needed to attend a hearing and that I had to supply full documentation so that the Tribunal Member could make a determination.

This brings me to the point of this article.

Where both parties have indicated their agreement as to the quantum of the debt, the method of repayment, and the consequences of non-compliance with the agreement, surely the Tribunal could simply record the matter as a consent order without the need for further investigation.

I was involved many years ago, as a party in a civil matter before the Supreme Court and the matter was settled in this way.

And only last year in a matter before the District Court, which after mediation, was settled as a consent order. In neither case was the matter further investigated by the relevant court.

A signed document recording the consent of both parties was registered as a decision by the court and was binding as such.

I understand there are differences in the adversarial system of the courts and the more inquisitorial approach taken by SACAT, however in my opinion, these are merely different approaches to getting to the evidence on which a determination is made, I don't believe they represent a fundamental difference between the court system and administrative review.

Surely if the higher courts can accept consent between the parties as the basis for an order, an administrative tribunal should be able to do so too.

As the plaintiff in this matter I have already had to wear a non-recoverable fee (which has doubled in only a few years) I have had to spend personal effort or staff salary to lodge an application, retrieve, copy and produce what I would consider reasonable evidence (by way of my invoices to the tenant) and despite a consent agreement the Tribunal wants yet further evidence!

If the Government is serious about reducing red tape and the costs of doing business in South Australia this is one area that could do with reform.

*John Wyk*



## THE BENEFITS AND DETRIMENT OF LAND TAX

Since giving their powers to tax income to the Commonwealth in 1942, State jurisdictions have long complained of their limited capacity to raise revenue.

Fines, licences (for everything imaginable), charges for services, gambling taxes, and GST all have their limits. So the big one is to tax land.

The attraction to state governments of taxing land is that it is not a liquid asset (ie it cannot be easily, or cheaply sold) it can't be moved to other jurisdictions and those who own it generally have a bias towards real estate as an investment.

South Australia has three major ongoing land taxes, Land Tax itself, emergency services levy and Sewer rates. There are of course several minor levies, generally collected by other rating bodies on behalf of the state government. There are also substantial property taxes by way of LTO lodgement fees and Stamp duty payable on the transfer of land and several charges, such as the Open Space Levy payable on division of land and the Construction Training Levy and 10% GST on construction costs.

This item concentrates just on land tax.

Land tax is levied on the aggregated value of land held in one ownership. So unlike council rates where every owner with a property of the same value is charged the same amount, land tax can apply at vastly different rates depending on what other property is held in that ownership.

As an example if owner A holds a property with a land component valued at \$350,000 the land tax payable is \$0. If owner B owns 3 properties of the same value and buys a fourth of the same value the increase in land tax attributable to the fourth property is \$12,950 per annum. That is not a misprint. It equates to \$250 per week in land tax. Owner B would need a very substantial rent to cover the land tax bill and all the other local and state government charges and still make some profit. And of course with a property of that value, especially if it is an older style "affordable housing" type of property they wouldn't be making a profit... the Government would.

Whilst there has been tinkering with the rates (mainly for political purposes) a few years ago and around 5 years ago, indexation of the thresholds at which the various rates of land tax cut in, it is clear that the rates, which I understand are based on values from the 1950's, need serious modernisation.

Private landlords play an increasingly important social role in this State in housing people who can't enter the property ownership market. Under the Playford Government public housing in South Australia reached about 65,000 units. With the increased pace of privatisation in the last 20 years it is now down to 35,000. Whilst the Commonwealth Government provides substantial funding to the States for the provision of public housing some would argue that the State uses these funds as a ready source of revenue for other purposes by taking the funds to provide housing at one end and then selling off substantial amounts of public housing stock at the other to generate cash.

For a Government supposedly concerned with providing affordable housing to those of limited means, it seems extraordinary that up to 3.7% of the property value (through land tax) as well as an additional amount, totalling many hundreds of dollars of ESL (not to mention sewer rates and council rates) is added to the already considerable costs of providing private rental accommodation in this state.

When a government espouses an intention of making housing more affordable, but at the same time imposes thousands of dollars of property taxes, indirectly, on those who are least able to afford it, it would appear that the need for revenue outweighs the social responsibility the government has taken upon itself.

*John Wyk*

## STRATA ANNUAL GENERAL MEETING

Proposal: Amendment to Articles - Short Term Leasing. A person who is bound by these articles may not offer a unit to lease for less than six/twelve months.

We are NOT in favour. This amendment will not prevent people from coming & going. This restriction is not the right approach for these concerns. We do want Friendly & Considerate neighbours – Strata Titles Act supports this...

1. UNFAIR TO TENANTS
2. UNFAIR TO LANDLORDS
3. INVESTOR INTEREST
4. LEGAL HURDLES

1. Unfair to Tenants – We would not want to force tenants to stay for 12 months if their circumstances or financial situation changes. We aim to support our tenant, keep them here and happy for as long as possible.
2. Unfair to Landlords – We need to Evaluate new tenants. Short term lease to assess suitability. Why

would we want to force a bad situation to last longer? eg. tenant may turn out to be unsuitable. We need this option so we can terminate lease.

3. Investor interest – these units are of great interest to Investors – Close to Beach, Single Storey, Quiet Street. Any action such as this condition would limit interest, reduce saleability, resale opportunity and reduce price. One day, all of us here, may choose to leave and sell our unit. With this condition in place, our property resale value would be greatly reduced...
4. Legal hurdles – this proposal does not conform to:  
Strata Titles Act 1988  
and Residential Tenancy Act 1995

Our GOAL: to have Friendly & Considerate Neighbours. Let's look at ways to support this...

Better to have Good Tenants for a Short time than bad tenants for a long time!

It is not in the best interest of other occupiers and owners to have a restrictive condition as this.

*Stella W*

## CAN A STRATA CORPORATION DICTATE THE LENGTH OF A LEASE?

Recently we had an enquiry from a member - Can a strata corporation dictate the length of a lease?

Our member rang for advice after having difficulties and feeling powerless when attending her strata corporation meetings. Being the owner of one of six units in the group and the other units were owner/occupiers she felt she was the minority. The other owners were upset because she had such short rental periods, and not only that, the group had a property/strata manager from a professional agency running the strata corporation meetings.

Attending strata meetings can often be difficult at the best of times with every member having a different opinion on what they would like to happen and how it should come about. On top of that professional strata managers are there to run the meetings and promote the smooth management of the strata corporation, however, when issues come up some managers take the path of least resistance or may not be experienced in the legislative rights of landlords.

So where does that leave the landlord? Our member particularly wanted to know if the members of the strata corporation could vote to force her to offer

particular lengths or types of leases. The answer to that is No. In the legislation, Strata Titles Act 1988 section 19 (4) (b) clearly covers this issue. Also be aware that **you cannot contract yourself out of the law**. This essentially means that no person can make an agreement that is outside legislation. As you will see below this issue is covered by the Act.

### *Strata Titles Act 1988*

#### *19—Articles of strata corporation*

*(4) The articles of a strata corporation cannot—*

- (a) prevent or restrict alienation of a unit by a unit holder; or*
- (b) prevent or restrict a unit holder from leasing or granting rights of occupation in respect of a unit; or*
- (c) prevent an occupier of a unit who has a disability from keeping a relevant animal at the unit, or restrict the use of a relevant animal by the occupier if the relevant animal is trained to assist the occupier in respect of the disability; or*
- (d) prevent a visitor to a unit who has a disability from using a relevant animal trained to assist the visitor in respect of the disability.*

After further discussion, our member went to the next meeting with a number of arguments to put to the members of the Strata Corporation with a clear understanding of her rights as a landlord.

- The strata corporation were not able to restrict her power to lease the unit
- offering the unit in the first instance on a twelve-month lease would greatly reduce the opportunity to end the lease if the tenants were not suitable to live in the small unit area with the other owners

Equally important when presenting your case/argument to a committee some points to remember:-

- Do your research, find out exactly what you are and are not entitled to do
- Speak clearly and concisely
- Stick to the facts, don't be drawn into side issues
- Keep well written records and check the minutes at the next meeting to ensure previous discussion have been correctly documented.

At the next meeting our member stood up confidently presenting her side of the issue and successfully won. The strata corporation conceding they were not in a position to dictate to a landlord what to charge or how long the lease would be.

If you require assistance in matters like these or anything relating to your rental properties, please do not hesitate to call us for advice and assistance on 0419 804 509 or send us an email to [lasa.info@landlords.org.au](mailto:lasa.info@landlords.org.au)

*Louise Sparks*

## **WELCOME TO OUR NEW MEMBER SINCE OUR NOVEMBER 2017 NEWSLETTER**

Mr Peter DREWNIAK

### **WATER SUPPLY CHARGE**

There was a brief segment in the Channel 7 News report in December last year informing us of a 9 point proposal by SA Council of Social Service to address cost of living priorities. One that stood out to me at the time was that “Making landlords pay for water supply charges. SA is the only state where this is not the case.” In my opinion the fact that “SA is the only state where this is not the case” is totally irrelevant.

I imagine the immediate response from landlords would be a negative one but there is a positive aspect to this proposal. One of our tenancies presented my wife and me with a continual problem of getting payment for all chargeable water costs incurred by the tenant as per the rental agreement in place. As we hadn't raised the rent in three years we informed the tenant that we were to increase the rent by \$20 per week and as part of that variation we, as the landlords, would be responsible for the payment of the water supply charge.

This now has the tenant paying for the water supply charge in weekly instalments as a component of the overheads that is incorporated in determining the weekly rent. Should the tenant be in arrears with the rent then the landlord is also only out of pocket for water supply charge by the number of weeks in arrears with the rent.

Should a tenant vacate as a result of the rent arrears the usual scenario is that the outstanding water account is also unpaid leaving the landlord to try to recover this money from the bond, that is, if the bond will cover the expense.

So, this preamble leads me to suggest that the landlord being responsible for the water supply will be better protected against water cost losses that were incurred

by the tenant should this proposal be instigated. Let's push it a bit further and suggest that the first tier water consumption cost be factored into expense overheads meaning that the tenant again is paying a weekly (or fortnightly) instalment toward their water account instead of a hefty quarterly amount.

I see the proposal as a benefit for both the tenant and the landlord under the current operation of water billing in South Australia.

*Rodney Webb.*

### **RESIDENTIAL BONDS ONLINE (RBO) SYSTEM ENHANCEMENTS**

Consumer and Business Services (CBS) has strengthened data security on the RBO system.

The changes introduce a two-step authentication process, with SMS confirmation adding extra security to your existing username and password.

Please use the attached instructions to add your mobile number and work through the two-step process.

CBS will continue to develop enhancements to the RBO system and will provide further updates as changes are made. 8th January 2018.

### **UPDATING YOUR MOBILE PHONE DETAILS ON RBO**

1. Visit <https://tenancies.applyonline.sa.gov.au/rbo/bond/>
2. Click 'I'm not a robot' and complete the task
3. Enter username and password
4. Click on your role
5. Click on your name in top right hand corner of the screen
6. Select from the drop down menu 'my account'
7. Click on the pencil icon
8. Add your mobile number
9. Press the disk icon to save record.  
You will be asked to verify your identify with a 4-digit pin number
10. Enter the number sent via text message
11. Press OK

### **SEEN THEM ALL**

No landlord will ever be able to claim to have “Seen ‘em all”.



During a recent inspection of our two story rental property we found that the smoke alarm at the head of the stairs was wrapped in “Gladwrap” because the bong fumes kept triggering it. The next day when I attended to repair a running tap the tenant sprinted up the stairs before I was offered entry into the house. I can only jump to conclusions as to the need for this activity.

*Rodney Webb.*

## MISSING TENANTS

We are regularly asked by landlords how to contact former tenants to return personal items left at properties. Hence if you know of these people please call Rodney on 08 8258 6660 or 0408 830 382. Our ‘Missing Tenants’ section is updated on a regular basis in order to assist with this process.

Ms Nadia Marie PARISI, Ms Rennah CHEESLEY, Mr Earnest P. K. ROFF, Ms Loretta Ann McIVER, Ms Danielle Joy EARSMAN, Mr Joel Daniel PHILLIPS also known as Daniel JOEL, Ms Melissa PULBROOK, Jess Caleb HENLEY, Mrs Simone SALATHE, Ms Candice MARTIN, Mr Christopher GREEN, Mr Caleb THEATRE, Ms Melissa GRAHAM, Ms Peta IRELAND, MR Russell KROPP, Ms Chloe Jane ANDREW, Ms Geraldine HARFIELD, Kylie AUBERT, Dylan CHENOWETH, Jessica ROBERTS and Matthew CAMPBELL.

## HOW TO ESCAPE THE RENT TRAP

This was the screaming headline in the Advertiser and also our local paper back in October 2017.

I won’t go into the pros and cons presented but I disagreed with the dollar figures presented. One of the properties listed is a two bedroom unit at Paralowie where I also rent out a two bedroom maisonette.

The listed property is rented at \$1087.67 per month or \$251 per week.

Assuming that the rent does not include any consideration for water supply and consumption, the costs that can be added to the occupation expenses of the tenant are Water supply charge of approximately \$5.50 per week. Our tenancy average water consumption is on average 2.4 kilolitres per week or 31.2 kilolitres per quarter for the single occupant. This would cost close to \$5.66 per week. This makes the weekly rent now at \$262.16 or \$1136.01 per month.

The article claims that the monthly loan repayment to be \$883.53 with a saving of \$204.34 per month. Deducting the water expense would yield a possible saving of a little over \$835 per month.

The following table of figures does not take into account the possible water costs for the rental.

### MONTHLY COSTS OVER & ABOVE MORTGAGE PAYMENTS

	<i>PER MONTH</i>
COUNCIL RATES	\$80.00
BULDING INSURANCE ONLY	\$40.00
EMERGENCY SERVICES LEVY	\$11.55
WATER SUPPLY AND	
FIRST TIER COSTS	\$48.00
SEWER CHARGES	\$25.00
MAINTENANCE	\$40.00
TOTAL	\$244.55

### ACCORDING TO NEWSPAPER ADVERT TO RENT OVER PURCHASE PROPERTY

MONTHLY RENT	\$1,087.67
MONTHLY PURCHASE PAYMENT	\$883.53
MONTHLY SAVINGS	
ACCORDING TO NEWSPAPER THEN DEDUCT COSTS NOT MENTIONED IN NEWSPAPER SHORT IN MY OPINION	\$204.14
	-\$244.50
	-\$40.36

*Your Treasurer, Patricia Webb.*

## THE LANDLORDS’ ASSOCIATION WEBSITE:

The designer and builder of our current website, Craig, suggested some time ago and more than once that our website was looking a little outdated by today’s general appearances and functionality, it really needs an update. We finally took the hint and the concept was approved by committee that we investigate the benefits of a rework of our website. Louise and I met a representative from a website design and management company in our office following that meeting but decided not to proceed further with that proposal.

Louise and John met a man, Josh, in the passageway after a committee meeting and during discussions Josh indicated that he would like to join our organisation as well as mentioning that he did web design and construction as a business. Josh was asked to present his concepts to committee and it was decided that we engage him to for the rebuild task. Josh has met us in our office on one occasion to present his ideas to Louise, Peter and myself. The new website is not live as I type this but it may be as you read this.

*Rodney Webb.*



The following information is also contained on the SACAT website  
<http://www.sacat.sa.gov.au/information/latest-news>

## **NEWSLETTER TO HOUSING & CIVIL SACAT STAKEHOLDERS**

### **THE REMOVAL OF THE RIGHT TO MAKE AN APPLICATION TO VARY OR SET ASIDE A PREVIOUS TRIBUNAL ORDER UNDER SECTION 37 RESIDENTIAL TENANCIES ACT 1995 AND SECTION 41 HOUSING IMPROVEMENT ACT 2016**

#### **Introduction**

On 14 December 2017 part of the *Statutes Amendment (SACAT No 2) Act 2017* was given assent. Section 121 of the Act repeals section 41 of the *Housing Improvement Act 2016* (the HIA) and section 214 of the Act repeals section 37 of the *Residential Tenancies Act 1995* (the RTA). Section 37 RTA and section 41 HIA allowed a party to proceedings in the Tribunal to make an application to vary or set aside an order of the Tribunal.

Section 37 RTA and section 41 HIA have not been replaced with any similar provision. Therefore, no party to a dispute dealt with by the Tribunal under the RTA or HIA has the right to apply to vary or revoke a Tribunal order.

However, there are other options which may be available to a party to a dispute under the RTA or HIA where a party is seeking to change a Tribunal order made to determine that dispute.

#### **Options available to a party seeking to change a SACAT order made under the RTA**

##### **A request for a review hearing due to absence**

Section 85 of the *South Australian Civil and Administrative Tribunal Act 2013* (the SACAT Act) allows a person who is named in a Tribunal order to seek a review of that order if the person did not attend or participate in the original hearing, was not represented at the original hearing and has a reasonable excuse for not participating or being represented in the original hearing.

##### *The application process*

Any request for a review hearing must generally be made within 7 days of the original hearing, must be made by a person completing an application form, paying the fee and lodging any supporting documents.

##### *The SACAT process*

The Tribunal hearing will be conducted in 2 stages: first, the Tribunal member will decide whether or not the person had a reasonable excuse for not attending the original hearing. Second, if the Tribunal member decides that was the case (i.e. that the person did have a reasonable excuse for not attending the original hearing); the Tribunal member will then review the original decision. If the Tribunal member decides it is appropriate to do so, they can change or revoke the original decision.

##### *What will be regarded as a reasonable excuse for failure to attend or participate in a Tribunal hearing?*

The following examples are intended as a guide only.

Examples of what may constitute a reasonable excuse could be:

- The person was ill and therefore unable to attend or a member of the immediate family was ill resulting in the person being unable to attend (but a medical certificate or evidence of hospital admission should be provided);
- The person was overseas/interstate and was unaware of the hearing (a copy of an itinerary or airline tickets should be provided);
- The person was working in a remote location and unable to be contacted (a copy of a work roster or pay slips should be provided);
- The person did not receive notice of the hearing.

Examples of what may not constitute a reasonable excuse could be:

- Work;
- Pre-booked property inspections;
- A routine dentist appointment.

#### A request for a slip rule order because of a Tribunal error

Section 84 SACAT Act allows a Tribunal member to correct an order when an obvious error has been made (e.g. payments are required fortnightly instead of weekly, or there is an error such as “2017” being stated instead of “2018”).

Any request for a slip rule order may be made in writing (by email), does not need to be made on an application form and no fee is payable.

It may be useful to state a note of caution here: a slip rule order will only be made in cases where it is abundantly clear on the face of the order that an error has been made.

#### An application for internal review

If a person disagrees with an outcome of a hearing, i.e.: the person considers that the Tribunal member’s decision is wrong, then the person should lodge an application for internal review. Internal review applications are effectively applications which used to be dealt with by the District Court as “appeals”.

An application for internal review is made under section 70 SACAT Act. Generally, the application must be made within one month of the Tribunal order. Special fees which are set out on our website apply. The application will be conducted by a senior member of the Tribunal and any appeal from such a decision may only be made to the Supreme Court (with leave of the Court).

When dealing with an application for internal review under section 70 SACAT Act, the Tribunal is required to make the correct or preferable decision taking into account the evidence at the original hearing, any other evidence the Tribunal considers is relevant and by giving appropriate weight to the original decision.

#### A request to vary a previous Tribunal order by consent

Up until now it has been relatively common for the Tribunal to receive an application to vary a Tribunal order by consent. For example, the order may contain a payment plan, the tenant has been unable to make a payment for one reason or another but has offered to make up the missed payment. If the parties agree, then the parties will lodge a request for the Tribunal to make an order to vary the previous Tribunal order. Generally the application will be made by the tenant but the agent/landlord will indicate their consent (e.g. by email) and the Tribunal will make an order accordingly without conducting a hearing – subject to considering the appropriateness of the request.

The repeal of section 37 RTA means that this option is no longer available.

However, other options are:

1. The request can be made by the agent/landlord as a request/application based on the non-compliance of the tenant with a payment plan in an existing Tribunal order. If the tenant agrees with the proposed variation to the previous Tribunal order, then the tenant can indicate their consent by email or in some other way (in writing) and if the Tribunal considers it is appropriate to do so, the Tribunal may make an order by consent and without conducting a hearing (no fee would be payable).

2. The parties themselves may agree to vary the previous Tribunal order and may record their agreement in writing. The issue with this option is that even if the parties record their agreement in writing, any such agreement is not part of a Tribunal order and therefore the landlord/agent cannot seek another Tribunal hearing or make a request for a bailiff to evict the tenant due to the tenant having failed to make a payment required by the agreement.

**RATE CAPPING:** The practice of limiting local council rate increases to no more than the Consumer Price Index. It isn't a new concept by any means and it isn't very revolutionary. It is just that noone has done much to actually implement it - until now.

A few of us retirees, on fixed incomes and tired of just grumbling, decided to start a website to promote candidates who support rate capping. The site is at [www.Ratecap.net.au](http://www.Ratecap.net.au). Please have a look when you have a minute.

The essence of the website is a list of all candidates who have signed a pledge to limit council rate increases to the Consumer Price Index, unless any proposed increase is approved by the ratepayers concerned. Simple really. (The Pledge form itself is shown at the end of this article.) We acknowledge that some local councils seem to have no difficulty in limiting their activities to the provision of essential services only. These councils are able to keep a reasonable cap on rate increases. And we thank them for that. Other councils take a rather more expansive view of their place in the greater scheme of things and this is where the problem of excessive rate increase begins.

We don't want to get involved in policies and controversies, really we don't .....but, we cannot help but notice that there are options to ever-increasing council rates. Here are a few:

1 Council amalgamations in the greater metropolitan area. The Internet has changed everything. We don't need to go to Council chambers to pay rates or find out about rubbish collection or when the library is open. Everything is now on-line and we should be demanding the same efficiency

dividends of local government that we routinely do of State and Commonwealth Departments.

2 Pay rates and pay increases for some council employees are far above what is necessary. The argument that every council has to pay above the odds for staff is obviously illogical. Every pay increase in every council forms the basis for a pay increase in every other council. And so on, without end.

3 Outside consultants; where to start? We have permanent council staff and elected council members and the Office of Local Government and a Minister for Local Government and the Local Government Association and the Internet and, even ratepayers. How many battalions does it take to run a shire?

4 There are a number of exemptions from council rates in the Local Government Act. Every exemption inevitably entails a burden on every other ratepayer. Could we please critically reexamine these exemptions. Is it fair, for example, to compel all ratepayers to support all religious organisations?

We very much hope that the Landlords' Association SA will support this Ratecap campaign for the local council elections later this year. The opportunity only comes around every four years. A financial contribution for paid advertising would be welcome. Also, please help us to find pledged candidates. Without them this campaign will fail.

Thank you for reading this.

*Ronald Evans - RateCap.net.au*

**The Candidate's Pledge**

I .....(Print name)

Being a candidate for the position of .....(Insert position & Ward where applicable)

In the Local Government area of .....

Do hereby pledge as follows:

That I will not support any increase in council rates in excess of the Consumer Price Index, unless such increase is authorised by the affected ratepayers at a fairly conducted referendum. 'Any increase in council rates' means that, unless there has been a re-zoning or a rebuilding, no individual property shall have a rate increase exceeding the Consumer Price Index. 'Consumer Price Index' means the All Groups CPI, 'seasonally adjusted', as calculated by the Australian Bureau of Statistics for the calendar year immediately preceding the rating year.

'Fairly conducted referendum' means a referendum conducted by the relevant Local Government by any means, including on-line voting, which is adopted by the elected members of the council. The elected members may stipulate that a certain turnout shall be required before any referendum outcome becomes binding on the council. I agree that this document, when signed, may be disseminated without restriction.

Signed .....Dated...../...../...../2018

**When signed please return this as an email attachment to [ratecapSA@gmail.com](mailto:ratecapSA@gmail.com)**

*Your Name & Address*

*Address*

*Suburb SA*

Att: Agents Details

Address etc

Dear *Property Managers Name*

**RE: Property Address**

I write to thank you for your service to date and to advise you that I wish to take over management of my rental property myself. Therefore, I write to inform you that I provide you with your required notice to terminate my Management Agreement for my above-mentioned property.

It would be most appreciated if you could please ensure that all of the following documents are available for collection from your office by 10.00am *on the date when you wish to collect*

- Current Tenants Original Application Form and copies of Identification
- Original Bond Lodgement Form
- Original Receipt for Lodgement from Tenancies Branch
- Original Tenancy Agreement
- Original Tenancy Renewal/s
- Original Ingoing Inspection Sheet
- Copies of Ingoing photographs
- All Periodical Inspection Reports
- All copies of Form 2" which have been issued to the current tenant for rent or water payments
- Copy of SACAT Order/s if any
- Copy of outstanding water invoices and last water meter reading
- All COC's for the property that you have on file.
- Copies of Invoices for maintenance that has been carried out in the two years and any warranty certificates
- All File Keys
- Signed and completed Change of Management Form

I take this opportunity to thank you in advance for your assistance with the above.

Yours sincerely

*Your Name*



## LANDLORDS' ASSOCIATION (S.A.) INC.

*Financial Statement of Income and Expenditure*

### **For the Period July 1st 2017 until Dec 31st 2017 Only**

*Prepared by Patricia WEBB Treasurer for period*

INVESTMENT ACCOUNT TERM DEPOSIT AS AT June 30th 2017	\$47,143.87	
Interest from Investment paid on 10th Jan 2017	\$1,284.44	
Transfer in from Cheque Account	\$1,571.69	
Matures on 16th March 2018		<b>\$50,000.00</b>
<b><u>INCOME FOR JULY UP UNTIL 31st Dec 2017-2018</u></b>		
MEMBER RENEWALS FOR 2017-2018	\$7,360.00	
NEW MEMBERS	\$500.00	
NEWSLETTER ADVERTISING	\$50.00	
		<b>\$7,910.00</b>
<b><u>LESS EXPENDITURE FOR JULY, UP UNTIL 31st Dec 2017-2018</u></b>		
Insurance - Professional Indemnity	\$737.60	
Insurance - Public Liability	\$769.60	
Insurance of Voluntary Workers	\$580.09	
Meeting costs	\$207.95	
Merchant fees	\$93.06	
Newsletter Printing	\$1,083.00	
P O Box Cost	\$0.00	Due March 2018
Postage of Newsletter	\$403.00	
Rental Office & Amenities	\$3,178.22	
Stationery	\$237.00	
Telephone Calls, Reimbursements	\$21.61	
Il NetPhone, Mobile Fax Phone.	\$509.94	
Website Maintenance & Part New Construction	\$1,560.00	
Refund of Overpayment made in June 2016-17	\$300.00	
		<b>\$9,789.63</b>
CHQ ACC BAL BROUGHT FORWARD FROM 30th JUNE 2017 ACTUAL BAL	<b>\$18,021.45</b>	
INCOME FOR 2017/18	\$7,910.00	
EXPENDITURE 2017/18	\$9,789.63	
<b>CHEQUE ACCOUNT BALANCE AS AT</b>		<b>\$16,141.82</b>
<b>INVESTMENT ACCOUNT BALANCE AS AT TODAY</b>		<b>\$50,000.00</b>
<b>TOTAL ACCOUNTS</b>		<b>\$66,141.82</b>

## SERVICES DIRECTORY

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or phone 0419 804 509  
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Visit our website: [www.cettacarpetsservices.com.au](http://www.cettacarpetsservices.com.au) • Email: [cettacarpetsservices@gmail.com](mailto:cettacarpetsservices@gmail.com)

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## ADVERTISED PRODUCTS AND SERVICES

*Whenever you need specific products or services, please consider contacting the companies listed in our newsletter.*

*These companies have committed to advertising in our newsletter and in kind it is a courtesy for us as a collective organisation to demonstrate some commitment to them.*

*Please note: The Landlords' Association (S.A.) Inc. does not take responsibility or endorse any of the products or services.*

*Let us know of the outcome if you use any of the listed products or services.*



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#### Contact Details

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Email: kamleh.fencing@gmail.com

Lic: BLD186025

## CLOSING DATE FOR MAY 2018 NEWSLETTER

**Saturday 31st March 2018**

ARTICLES, ANNOUNCEMENTS  
& OTHER MATERIAL

*Please send to:*

The Editor  
Landlords' Association of (S.A.) Inc.  
GPO Box 2486 Adelaide SA 5001  
or Email to: lasa.info@landlords.org.au

*An annual prize will be awarded for the best original article*

PLEASE NOTE: It would be a great help if material for the Newsletter could be sent by email wherever possible to save typing.

## A PUBLICATION OF LANDLORDS' ASSOCIATION (S.A.) INC.

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## GUEST SPEAKER/S DISCLAIMER

The opinions expressed by speakers at our meetings do not necessarily reflect the views or policies of the Landlords' Association (S.A.) Inc.

## PRICE DISCLAIMER

The Landlords' Association (S.A.) Inc. cannot accept responsibility for any change in value of any advertised prices or discounts.

## FUTURE MEETING DATES

Tuesday 01/05/2018  
Tuesday 07/08/2018

At the Fullarton Park Community Centre  
411 Fullarton Road Fullarton SA 5063

*Guest landlords are always welcome  
Please mention if this is your first attendance*

## ADVERTISE YOUR BUSINESS IN OUR NEWSLETTER

A quarterly publication – published February,  
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