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Advocating for the rights and interests of all landlords in SA to create a balanced and fair rental environment.



LANDLORDS'
ASSOCIATION (S.A.) INC.



General Meeting

4th February Arrive 6:50
for 7pm start.

Fullarton Park Community
Centre
411 Fullarton Road Fullarton,
SA 5063 Parkview Room

Jennifer Game

*Leader of the One Nation
Party*

*will be our guest speaker
and will talk about LAND
TAX*



What kind of maintenance should I do to my property?

By Marco Arnese
President

Preventative maintenance is a lot cheaper than repairs, however in most cases you will only fix something when it is broken. This generally applies to appliance and blocked sewers. There are a few things you should inspect or at least get a qualified tradesperson in to get checked or serviced. This list is not exhaustive but should act as a guide.

What can you do (if you feel comfortable!) as a landlord to maintain your property?

1. Check you AC filter – don't skimp on this, as this simple task can become very costly.
 - a. Clean with a vacuum cleaner or water or replace
2. Go on your roof and see if there are any cracked tiles?...

Cont. p. 4

President's Report

Marco Arnese



**Reduce
Land
Tax
Now!**

Dear fellow landlords,

Our guest speaker in our February meeting will be Jennifer Game, Leader of the One Nation Party in South Australia about her proposed changes (i.e. reductions) to Land Tax.... Please come and join in on the conversation about what we can do about reducing this exorbitant tax which has a massive impact on rents which adversely hurts tenants. Jennifer studied Taxation law and is well placed to make arguments against land tax.

At our last general meeting I made reference to a resource on the website which should be used as a way of preparing yourself for a SACAT hearing

www.austlii.edu.au. You would then click on SA, then search down the list till you find SACAT.

Here you will find a list of cases heard by the tribunal and more importantly the rationale for how the tribunal member reached the decision. **This is invaluable for you to gauge your chances of success at SACAT.**

Unfortunately, due to the significant changes made as of July 1st 2024, the list of applicable decisions is few and far between. This will change over time.

Nevertheless, your chances of success at SACAT are vastly improved if you can refer to past SACAT decisions that are similar to your current case. This might become relevant if you want to increase the rent by \$100 for example. If you can draw on similarities between your case and what happened

when people raised the rent by a similar amount then you should have confidence of success. This idea of looking at previous judgments to support your case is called a precedent.

The reality is that this takes time and discipline, but with persistence, you will prevail. One 'relevant' case caught my attention, and I will share what I have learnt with you all.

Much legislation contains vague terms like 'exceptional circumstances' or 'fair wear and tear.' The best way to understand these terms is to look at precedents.

As of July 1st, the RTA made a profound change to the way SACAT operates its internal review process. Essentially, if a tenant or landlord does not agree with the tribunal's ruling, you can apply for an internal review. The change involved adding the prerequisite

President's Report

Continued

being 'exceptional circumstances' to allow the review to proceed.

In other words, you can only file an internal review if you have cause AND there are exceptional circumstances. So the natural question is what constitutes an exceptional circumstance?

A more thorough understanding can be obtained from the following link: <https://www.austlii.edu.au/cgi-bin/viewdoc/au/cases/sa/SACAT/2024/72.html> but I will summarise as follows

The case was fundamentally a bond dispute. The landlord thought that the tenant did not leave the premises in a reasonable state while the tenant thought that she did.

The landlord 'won' the case and the tenant disputed.

The tribunal approved the internal review because of perceived procedural fairness issues and took the phrase 'exceptional circumstances' to mean something 'out of the ordinary, special or uncommon' with respect to the regulatory scheme and the legislative context in which it sits.

The issue was that conciliations (informal dispute resolution tool) and hearings (a more formal resolution tool) are classified as two different mechanisms of resolving disputes in SACAT and the important point is that the same tribunal member cannot preside over the conciliation and hearing unless both parties agree. Both parties were involved in a conciliation, which did not resolve the dispute. The case was then moved to a hearing. The presiding tribunal member was different to the conciliation so as to not give the impression of bias.

The issue arose because the tribunal member, during the hearing asked to speak to the tenant in the absence of the landlord. (Please note this was a telephone hearing) The tribunal member did ask the landlord if they would be happy for this to occur and the landlord agreed. This is an excerpt of how the tribunal member put it to both parties early on in the hearing.

"I appreciate you trying to resolve it. I know you've had a conciliation conference. Ms Evans [tenant], are you happy for me to have a chat with you? If you don't want to have a chat, we'll just crack on, but I'd like to potentially. I'm not going to let you give any evidence about anything, but as a seasoned member, there are some alarm bells ringing and I want to have a bit of a chat to you if that's okay. You don't have to, all right?"

The bottom line was that the tribunal member had already (at least it can be perceived by a reasonable person) reached a judgment without hearing any additional evidence. (i.e.

President's Report Continued

saying 'some alarm bells') and therefore this confidential phone call was seen as conciliation. The hearing then took place. This scenario was grounds for 'exceptional circumstances'. The reviewing tribunal member did not assign blame to the tribunal member presiding over the hearing but said

"if the Tribunal Member recommended a settlement to the tenant, he did so by reference to the proposal as a pragmatic resolution of a dispute over a relatively small sum of money"

So what can be taken out of this case? The level of detail provided by tribunal members in their decisions is very thorough and you can appreciate that their job is not easy especially when they need to contend with vague and subjective concepts like 'exceptional circumstances' and 'fair wear and tear'.

My understanding of 'exceptional circumstances' is a lot better than it was before I read this case, but to implement this

understanding in practice you really do need to understand SACAT policies and procedures – which is a very hard ask especially when you are not a lawyer! I mean I could translate 'exceptional circumstances' to mean 'procedural fairness' but you would need to know what the policies and procedures are to make that judgment!

I hope you got something out of it as well!

Keep Fighting!

What kind of maintenance should I do to my property?
Continued from front page

- Cheap maintenance before water gets into your roof! – hail can damage roof tiles
- 3. Clean Gutters - Again cheap maintenance before water gets into your roof!
- 4. Test your smoke Alarm
- 5. Spray dry lubricant into your door lock key cylinders

1. (use CRC 'dry glide' spray NOT WD 40 as this attracts dust!)
2. Spray door hinges with WD-40
3. Fill up your kitchen and bathroom sink with the drain plugged. Generally, if it takes 1 minute to put 9 liters of water into a sink, it should take about 30 sec to drain that same volume of water. If it does not, then you may have a blockage. Check the S trap below!

What might be of interest to you is plumbing/electrical work you can do yourself legally. This includes

1. Install or repair a garden irrigation system
2. Replace or repair a tap
3. Replace a jumper valve or washer in a tap
4. Change a shower head
5. Connect a washing machine or dishwasher

What kind of maintenance should I do to my property

6. Replace a drop valve washer, float valve washer or suction cup rubber in a toilet cistern
7. Clear a blocked wastewater drain provided it has a diameter of less than 50mm
8. Work on stormwater pipes
9. Install a TV antenna
10. Clean your solar panels

The only maintenance which I believe technically requires a licensed tradesperson is to:

Change an anode in your storage hot water system (not applicable to instantaneous hot water systems)

The purpose of an anode is to protect the integrity of the water tank. They should be changed every 5 year or so. Your tank can theoretically last a life time if this is done. If you don't, the tank will rust and you

will have to replace the whole system... a potentially expensive exercise.

Gas heaters are probably another one which should be serviced as Carbon Monoxide poisoning is a real possibility. I strongly believe that Air conditioners do not need to be serviced. Residential AC do not have any serviceable parts. My dad used to fix AC's for a living and really, apart from the filters, you only need to be concerned about AC's when they break down. Anyone telling you the opposite to what I've just said is only out to make a buck. The exception is with really old (at least 15 years old) evaporative coolers that are not self cleaning. They should be serviced twice a year. Another complaint tenants might raise is my AC is not cold enough. Be careful with this one! I remember doing a job with dad where the client said it was not cold enough and when we got there, we were freezing our heads off! If your tenant raises this issue,

tell them to walk outside and ask them if they felt a difference. If they did, then they most likely have just acclimatised to the indoor environment. Tell them to get some fans to circulate the cold air. The wind chill factor will give the sensation of feeling colder. To be more scientific, you could place two thermometers one indoors and one outdoors. If there is a temperature difference of at least 10 degrees, then there is a good chance that the AC is working.

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Our committee is proud to continue supporting members by offering benefits that support YOU!



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realestate.com, domain.com, plus 11 other websites **\$145**

OR

Advertise for rent on domain.com,
plus 11 other websites **\$55**

SALE LISTING

Sale listing **\$450 plus listing price**

CONTACT: MARCO
PRESIDENT@LANDLORDS.ORG.AU

Members Only | Please have member number ready



Making informed tenant selections at the start of a lease is crucial for a successful tenancy. While previous landlord references are vital, consulting the TICA National Tenancy database is also beneficial.

This service is regularly utilized by real estate professionals. Your Association has subscribed to TICA, and the first two-member search requests are **FREE** within the annual subscription.

Additional searches can be Requested at a discounted rate of

\$18.70 each for 1-3 searches and

\$16.50 each for 4 or more searches. A TICA report details the applicant's tenant history, international criminal record, and tribunal records.

Requesting a search is simple—complete the TICA application form, attach 100 points of ID for the applicant, and send it to john.wyk@landlords.org.au.

We'll handle the rest, providing a report promptly within 2 business days.

Short- Term Fixed Tenancies: A flexible Option for landlords.

By Peter Savvas
Vice President



With all the recent changes to the RTA, you may assume that once a tenant moves into your property, the tenancy will only end if you have a prescribed reason, such as demolition or a family member wants to occupy the property. However, there is a lesser-known option under the Residential Tenancies Act 1995 that allows for greater flexibility: the Short-term fixed agreement.

What Is a Short-Term Fixed Agreement?

A short-term fixed agreement is a tenancy arrangement lasting up to 90 days. While it operates

similarly to a traditional periodic tenancy in most respects, there are specific distinctions that make it a valuable tool for landlords seeking flexibility.

To establish a short-term fixed agreement, the landlord must:

- 1. Provide Written Notice:** Inform the tenant in writing that the tenancy will be a short-term fixed agreement. This notice must be delivered using the prescribed [Form 1](#).
- 2. Sign Agreements:** Ensure both the written notice and the lease agreement are signed by both the landlord and tenant.

Key Features of a Short-Term Fixed Agreement

Definitive End Date: Unlike periodic tenancies, short-term fixed agreements have a

- clear end date, agreed upon by both parties at the start of the lease. This allows landlords to regain possession of the property without needing a prescribed reason once the lease expires.
- **Tenant Awareness:** The tenant must acknowledge in writing that they understand the lease duration and do not expect to stay beyond the agreed term.
- **Limited Duration:** These agreements are strictly for up to 90 days. If the tenancy continues beyond this period without renewal, it automatically converts into a periodic tenancy.

Why Consider a Short-Term Fixed Agreement?

Short- Term Fixed Tenancies: A flexible Option for landlords.

For landlords, short-term fixed agreements can provide several benefits:

1. **Trial Tenancies:** If you are unsure about a prospective tenant, a short-term agreement allows you to evaluate their reliability and suitability before committing to a longer lease.
2. **Seasonal Rentals:** Properties in high-demand areas, such as near universities or tourist hubs, may benefit from short-term agreements that align with seasonal peaks.
3. **Flexibility for Future Plans:** If you plan to renovate, sell, or move back into the property, a short-term fixed agreement ensures you can regain possession without complications.

Legal Obligations and Best Practices

While short-term fixed agreements offer flexibility, they also come with legal requirements and responsibilities:

- **Compliance with Form 1:** The landlord must complete Part A of Form 1 and provide two copies to the tenant. The tenant then completes Part B and returns one signed copy.
- **Honesty and Transparency:** Clearly communicate the terms and conditions of the lease, including the end date, to avoid misunderstandings or disputes.
- **Fair Treatment:** Ensure that all tenancy laws are followed, including providing adequate notice for property access and

addressing maintenance requests promptly.

Addressing Tenant Concerns

Tenants may have reservations about entering a short-term fixed agreement. Here are some tips to address their concerns:

- **Explain the Benefits:** Highlight how the agreement provides flexibility for both parties and ensures clarity about the tenancy's duration.
- **Reassure Them:** Emphasize that the agreement follows the same legal protections as other tenancy types, ensuring their rights are safeguarded.
- **Maintain Open Communication:** Keep the lines of

Short- Term Fixed Tenancies: A flexible Option for landlords.

communication open throughout the lease to build trust and address any issues promptly.

Case Example: Maximizing the Potential of a Short-Term Lease

Consider this scenario: You own a furnished property near a university. A prospective tenant needs accommodation for just three months while completing a short-term project. A short-term fixed agreement allows you to meet their needs while keeping the property available for long-term rental or personal use afterward. By using this lease option, you minimize vacancy periods and maintain control over your rental schedule.

Can You Renew Short-Term Fixed Agreements Repeatedly?

Some landlords may wonder if they can simply establish consecutive short-term fixed agreements every 90 days to maintain flexibility. While my interpretation of the act suggests that it is possible to do this, it is likely that repeated renewals could be perceived by a tribunal as an attempt to circumvent tenancy protections. However, if the tenant “signed a statement in the form 1 acknowledging that they did not expect to continue in possession of the premises after the end of the term stated in the agreement” then it is difficult to tell. Like much of the legislation, the water is murky.

Having said that, there are other pros and cons that a landlord should consider.

Pros:

1. Flexibility: Landlords retain greater control over the property, allowing for frequent reassessment of rental terms and tenant suitability.

2. Adaptability: This approach is ideal for properties in high-demand areas or seasonal rental markets.

Cons:

1. Administrative Burden: Preparing and signing new agreements every 90 days can be time-consuming and may strain landlord-tenant relationships.
2. Tenant Reluctance: Some tenants may view repeated short-term agreements as unstable and choose to seek longer-term arrangements elsewhere.

Conclusion

Short-term fixed agreements are a powerful yet underutilized tool for landlords seeking flexibility and control. Whether you want to test a tenant's reli-

Short- Term Fixed Tenancies: A flexible Option for landlords.

ability cater to a temporary rental market, or align with your long-term property plans, this lease option provides a practical solution. By understanding the requirements and benefits, landlords can make informed decisions and unlock the full potential of their rental properties.

If you haven't considered short-term fixed agreements before, now might be the time to explore this versatile option. It's a win-win for landlords and tenants alike, offering clarity, flexibility, and peace of mind.

Click [HERE](#) to read more about short term fixed agreements.

Click [HERE](#) to access a Form 1 Short fixed term tenancies

Click [HERE](#) to access the Residential Tenancies Act 1995 (see page 12)

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Go to landlords.org.au



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We are proud to be partnering with Roach Corporate Law and SA Debt Recovery Services to support our members who require legal and debt recovery services.

Members will now receive:

1. \$300/hr + GST for consultation and/or for legal work (Non-members \$450+)
2. Letter of demand (part of debt recovery process) for \$100
3. Legal representation at magistrate court - as per magistrate court costing schedule.

Email president@landlords.org.au and have your membership number ready!

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- MEETING OPENING AND WELCOME
- APOLOGIES
- GUEST SPEAKER
- MINUTES OF THE PREVIOUS MEETING
- BUSINESS ARISING FROM MINUTES
- PRESIDENT'S REPORT
- GENERAL BUSINESS
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All general enquires to be directed
to John Wyk on: 0419804509 All Media Enquires to be directed to
Marco Arnese: 0415701691
Email: lasa.info@landlords.org.au

Current Committee Members positions and contact details

President

Marco Arnese

0415 701 691

president@landlords.org.au

Vice President

Peter Savvas

0419 898 941

vicepresident@landlords.org.au

Support Officer

John Wyk

John.wyk@landlords.org.au

Treasurer

Melissa Savvas

treasurer@landlords.org.au

General Committee

Stan Heresztyn

Anthea Mackenzie

Linda Maton