

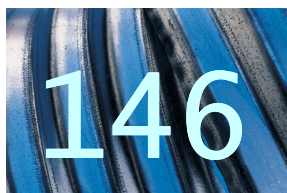
TCRC *Property Update*

Our TCRC *Property Updates* are intended to bring important property issues and current training programs, seminars and events to your attention.

If you wish to submit content for an article or be removed from the distribution, please feel free to contact me.

Further, if you have any comments you wish to make (positive or negative), your feedback is always welcome.

Kylie Charlton
Licensed Estate Agent



Section 146 of the Property Law Act 1958 - Lessors right to re-entry

Restrictions and relief against forfeiture of leases and under-leases....

It's referred to in the re-entry clause of almost every lease, but do we really know what Section 146 is all about?

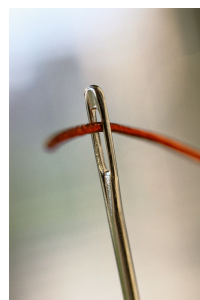
In basic terms, section 146 states that where a Lessor has a right of re-entry under any proviso or stipulation in a lease or otherwise arising by operation of law for a breach of lease, the Lessor must serve on the Lessee a notice that:

- specifies the breach
- if the breach is capable of remedy, requires the lessee to remedy the breach; and
- requires the lessee to make compensation in money for the breach (in any case)

Once notice is served if the Lessee fails to remedy the breach (within 14 days or the time specified in the lease) and/or make reasonable compensation in money to the Lessor's satisfaction, the Lessor has the right to re-enter the premises.

If a license or permit under the Liquor Control Reform Act 1998 is or may be endangered or is or may be liable to expire or be forfeited, surrendered, taken away or refused, the requirement under section 146 is void.

In hotel leases the re-entry clause generally states only 24 hours notice of re-entry is required.



Leasing Loopholes

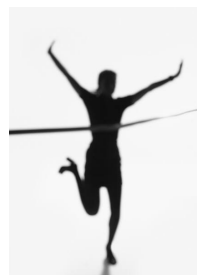
The standard make-good clauses in most pre-prepared leases require the Tenant to reinstate the property to its condition "at the commencement of the Lease".....is that the start of the "original" Lease or the start of the "renewal" Lease?

"Can the Tenant leave its fit-out and is the Owner required to reinstate?"

As you know most Tenant works are carried out within the time period of the original Lease. So, can the Tenant leave its fit-out and is the Owner required to reinstate in the instance of a renewal?

Savvy Tenants argue they are only required to bring the property back to the condition at the commencement of the renewal lease....and according to Tenant representatives they are winning the argument and walking away.

When preparing your next Lease documentation, pay particular attention to the make-good clause.



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We recently surveyed a proportion of our clients on our customer service standards and the importance of the reports we provide. The results of the survey were overwhelmingly positive.

100% of the clients surveyed believed:

- The content and overall presentation of the reports we provided was very good
- The reports we provided helped them to eliminate disputes and improve their own time management
- Our service offered value for money
- They would use our service again and recommend us to others

MPEG Video Footage for Sale and Leasing Campaigns

Video footage is captured of the site or building and produced into a MPEG email format file that is readily and easily emailed to potential Purchasers and potential Tenants - or downloaded to your website.