



The Edge

MACDONALD EDUCATION //
THE NSW REAL ESTATE TRAINING COLLEGE

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EDITION FOCUS

CPD reminder for WA students

NSW property industry licensing reforms update

Natural disasters: drought, water restrictions and rental bond // disclosure obligations regarding properties and bushfires

**Christmas closure: 23rd
December 2019 - 6th January
2020**

CPD REMINDER FOR WA STUDENTS REGISTRATION AND LICENCE HOLDERS IN WA MUST COMPLETE CPD EACH CALENDAR YEAR

Have you completed your annual Compulsory Professional Development (CPD) training yet? Make sure you complete your CPD by 31 December 2019 to be within the guidelines of the Department of Mines, Industry Regulation and Safety (DMIRS) for licence/registration renewal.

Complete WA Elective CPD (7 points) for only \$89. Please note that WA licence/registration holders must also complete WA Mandatory CPD (3 points) to fulfil the CPD requirements outlined by DMIRS.

Need NSW CPD too? Complete 12 points of NSW CPD at the same time at no additional charge.

To avoid complications with your CPD completion, be sure to submit your assignment before our office closes (23rd December 2019).

TESTIMONIAL HIGHLIGHT

"Very smooth process. Online format allowed me to complete the work when my diary allowed which was perfect for me. Thanks :)"

DAVID GOUDIE, ELECTIVE NSW CPD

*Attention WA
Students!*

NSW PROPERTY LICENSING REFORMS UPDATE

NSW FAIR TRADING HAS CONFIRMED THAT THE PROPOSED CHANGES TO PROPERTY LICENSING IN NSW WILL BECOME LAW FROM 23 MARCH 2020

NSW Fair Trading will be introducing changes to CPD and licensing requirements from 23rd March 2020. These changes will include:

- new CPD requirements
- requirement for work experience to be completed before licence application
- restrictions on tasks you can undertake with new licence classifications (e.g. trust accounting).

WHAT DO I NEED TO DO?

The new rules will not stop you from performing your current role. The changes may prevent you from undertaking certain tasks within your current role, for example, a licence holder who is not a licensee in charge of an agency will not have the authority to handle trust accounts.

LICENCE CLASSES

- Class 1 - licensee-in-charge (full authorisation)
- Class 2 - general agency licensee (cannot handle trust accounts)
- Class 3 - assistant agent (cannot handle trust accounts or sign agency agreements)

LICENCE CATEGORIES

- real estate agent (encompassing business broking)
- stock and station agent
- strata managing agent
- assistant real estate agent (encompassing business broking)
- assistant stock and station agent
- assistant strata managing agent



Natural Disasters and Real Estate

DROUGHT, WATER RESTRICTIONS AND MAINTAINING A RENTAL PROPERTY

WHAT ARE YOUR RESPONSIBILITIES DURING A DROUGHT WHEN WATER RESTRICTIONS ARE ENFORCED?

Upon entering into a tenancy agreement, the tenant agrees to not intentionally or negligently cause or permit damage to the premises and to leave the premises in (as nearly as possible) the same condition as when the tenancy began. This means the tenant is responsible for maintaining the property, which usually includes taking care of a yard, lawn or garden. But what options do you

WHAT HAPPENS IF A RENTAL PROPERTY IS DAMAGED DURING A NATURAL DISASTER?

If the rental premises becomes totally or partially uninhabitable, the tenant and landlord can agree to end the tenancy. If a mutual agreement is not reached, formal notice can be provided by either party to terminate the tenancy. If the damage is less severe, the tenant can remain in the property while repairs are completed, or they can move out and return once the repairs have been finished. A rent reduction would be appropriate whilst repairs are completed (this could be negotiated with the landlord).

A landlord is not obliged to provide compensation to a tenant for furniture or personal belongings damaged in the event of a natural disaster.

Prior to signing a lease, the landlord/agent must disclose to a potential tenant whether the premises have been subject to flooding or bushfire in the past five years. If this information is not disclosed before the lease is signed, the tenant may be entitled to compensation if a natural disaster occurs again.

have if heavy water restrictions are enforced during your tenancy? Breaching a water restriction can mean receiving a fine of up to \$220 for excessive or improper use of water.

If, at the end of a tenancy, the landlord tries to claim bond for the repair of a lawn/garden damaged during a drought, the tenant can contest the claim at Tribunal.

Evidence must be provided by the tenant at the tribunal hearing to prove that the damage is fair wear and tear, and that the water restrictions prevented reasonable action by the tenant to maintain the lawn/garden.