

# DETAILED CHAPTER AND CONTENTS GUIDE

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PME Manual



## Welcome to the PME manual and the PME system - Stacey Holt - Author of PME

### Company Director - Real Estate Excellence Academy Pty Ltd

PME is an acronym for **Property Management Excellence**. The PME system includes the PME manual divided into 39 chapters, training videos and hundreds of best practice form/email templates. Your agency also has a tenancy sign up link from you tube to enable effective time management, risk management and to ensure tenants are receiving the same information each time they enter into a tenancy agreement with your agency. If your agency ever misplaces the link, simply email us to receive.

PME member offices need to ensure their agency refers to the online version of the PME manual, as the online version has the most up to date information and is most current. The version number is on the footer of each page. The versions are updated online as required due to best practice changes, QCAT cases and or legislative updates. If your agency is ever in doubt as to the current version number, please email Real Estate Excellence or refer to [www.realestateexcellence.com.au](http://www.realestateexcellence.com.au). Members are advised of version updates via the member update service each month emailed to members (as per email addresses provided by the agency to Real Estate Excellence). The Member updates are also available to view online in the Member Updates folder. If an urgent change is needed to the PME manual due to a QCAT case and or legislative change, emails are sent to the main contact of the office to advise that an update to the manual has occurred.

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## Chapter Folder online/24 | Filing, record keeping, general procedures

- 24.1 Filing procedures
- 24.2 Record keeping requirements and legislation
- 24.3 Electronic record keeping
- 24.4 Checking signatures for lessors and tenants
- 24.5 Authority for either party to sign – lessor
- 24.6 Lessor wants another name on the management agreement (maiden/married name)

## Chapter Folder online/25 | Files notes and follow up

- 25.1 File note procedures – computer and manual systems
- 25.2 Follow up procedures

## Chapter Folder online/26 | Lost and terminated managements

- 26.1 Lessor termination of the management agreement
- 26.2 Agency termination of the management agreement
- 26.3 Handing over the property to the lessor or another agent
- 26.4 Lost property reporting
- 26.5 Death of a lessor
- 26.6 Taking over a management from another agent or lessor
- 26.7 Representation of lessor when termination occurs

## Chapter Folder online/ 27 | Trust accounting

- 27.1 General trust account obligations
  - 27a Lessor monies and trust monies expenditure
    - 27.1a Receipting
      - 27.1.1 Printing of receipts
  - 27.2 Banking
  - 27.3 Mid-month and end of month
    - 27.3.1 Withholding trust monies
      - 27.3.1a Tenant overpays rent and is due a refund of monies paid
  - 27.4 What must be printed at end of month
  - 27.5 Electronic back ups
  - 27.6 Auditing requirements generally
  - 27.7 Bond monies
  - 27.8 Accounting to clients
    - 27.8.1 Disbursing clients funds from the trust account
  - 27.9 Unclaimed monies from the trust account
  - 27.10 Trust monies in dispute
  - 27.11 Changing lessor or other third party banking details
    - 27.11a Lessor wants another name on the management agreement (maiden/married name)
  - 27.12 Reconciliation of the trust account
  - 27.13 Reversing trust account receipts
  - 27.14 Providing tenants with receipts for rent payments
  - 27.15 Request for funds from the lessor to pay for maintenance, renovations, accounts
  - 27.16 If the lessor does not pay invoices due to contractors
  - 27.17 End of financial year statement
  - 27.18 Disbursing bond monies paid to the agency by the RTA
  - 27.19 Trust and non trust money
  - 27.20 Refunding fees when management is terminated
    - 27.20a Tenant paying rent past hand over date of terminated management
  - 27.21 Drawing lessor's money from the trust account – the law and best practice
  - 27.22 Disbursing insurance claim payouts and charging commission on loss of rent

## Chapter Folder online/28 | RTA forms overview

## Chapter Folder online/29 | Keys and the key register

- 29.1 Logging of keys
- 29.2 Key register
- 29.3 Providing keys to a third party
- 29.4 The law and keys
- 29.5 If the tenant loses keys for the property

## Chapter Folder online/30 | QCAT – Tribunal

- 30.1 An overview of Tribunal
  - 30.1a Time frame for making QCAT applications
- 30.2 Tribunal forms
  - 30.2.1 QCAT application process
- 30.3 What happens at tribunal and presenting in Tribunal
  - 30.3.1 Representation of the lessor and the licensee
- 30.4 Urgent and Non-urgent applications
  - 30.4a How to receive a notice of unresolved dispute (NURD) without RTA conciliation
    - 30.4.1 Example best practice completed urgent and non-urgent applications
      - 30.4.1a If there is no forwarding address for a tenant
    - 30.4.2 QCAT Form 8 – Counter application and or submissions
    - 30.4.3 Tenant claim for compensation outside of a six month time frame
- 30.5 Appeals
  - 30.5a Request for written reasons
- 30.6 Reopening of applications
- 30.7 Enforcement of Tribunal decisions

- 30.7a Renewal of decisions
- 30.8 Tribunal training at member online
- 30.9 Published decisions and appeals
- 30.10 If the tenant makes application to Tribunal and does not name the lessor as respondent
  - 30.10a If QCAT does not accept the Form 45 (join the lessor to a proceeding)
  - 30.10b If an order is made in the agency name (instead of lessor)
- 30.11 Compensation from the tenant for failing to meet their tenancy obligations
  - 30.11a Monies owing above the bond and when there is no bond
    - 30.11.1 If a tenant ends the tenancy due to Form 11 or Form 13 and is disputed by the lessor
- 30.12 Declining representation of the lessor at tribunal and or management no longer in place
- 30.13 Where hearings can take place
- 30.14 Tips for preparing and presenting in tribunal
  - 30.14a Electronic evidence and tribunal
- 30.15 Stay applications – what are they?
- 30.16 Why QCAT hearings are public
- 30.17 Withdrawing an application made to tribunal
- 30.18 If the tenant is awarded the bond due to agency error or oversight – no bond held
- 30.19 Correcting a tribunal error/mistake
- 30.20 Dictionary and definitions of words used in QCAT
- 30.21 The tenant owes money and there is no bond
- 30.22 When tribunal reserve their decision
- 30.23 QCAT and the RTA – the big difference
- 30.24 Evidence and witnesses

## Chapter Folder online/31 | Property Occupations regulations

### Property Occupations regulations

- The Conduct standards and how they apply to property management

## Chapter Folder online/32 | Agency policies in general

- 32.1 Customer service communication policy
- 32.2 When staff are going on leave or are absent for more than one day
- 32.3 Privacy and confidentiality
- 32.3a Privacy and Consent - Government departments requesting information – Privacy Act
- 32.4 Complaints policy
- 32.5 In the event of a claim or incident (at a property) being made against the agency
- 32.5a When a tenant advises of an injury or event at the rental property
- 32.6 Staff security and safety
  - 32.6.1 In the office
  - 32.6.2 Out of the office
  - 32.6.3 Driving and cars
  - 32.6.4 Mobile phones and vehicles
  - 32.6.5 Clothing for work
  - 32.6.6 Social media use and policy
  - 32.6.7 Job Description examples for Property Managers and Assistants
  - 32.6.8 Discrimination, Sexual Harassment and Bullying
- 32.7 Privacy and agency policies
- 32.8 Email etiquette tips
- 32.9 Electronic signatures
- 32.10 Other agency policies
- 32.11 When do staff need to be registered with the Office of Fair Trading
- 32.12 Professional Indemnity insurance and property management

- 32.13 Cyber security and your business
- 32.14 Safety in the workplace
- 32.15 Setting up a property management business - tips

### Chapter Folder online/33 | Lessor listing booklet/guide

The word document can be downloaded at member online folder lessor listing booklet. All that is needed is minor edits to personalise to suit your office, add agency logo and agency information and pdf the file ready for print and or electronic sending to lessors. Ensure the booklet is read thoroughly your agency to ensure best practice recommendations discussed are provided by your office. Download the booklet at folder 33 and or folder 02.

### Chapter Folder online/34 | Natural disasters and rental property

- 34.1 Disaster management best practice guide – the law and best practice

### Chapter Folder online/35 | Tree and fencing laws

- 35.1 An overview of tree and fencing laws for sales and rental property including scripts for clients as to why the agency cannot deal with private civil matters

### Chapter Folder online/36 | Drugs in rental property

- 36.1 Meth testing of rental property
- 36.2 Drugs labs suspected or found in rental property
- 36.3 Meth labs and clean ups
- 36.4 Property becomes unlivable due to contamination from meth
- 36.4a If it is found that the existing tenant has caused the contamination (meth)
- 36.5 When drugs in rental property – the law and risk management

## Chapter Folder online/ 37 | Pool safety laws

The law and best practice

## Chapter Folder online/38 | Relevant legislation for PM's – references

## Chapter Folder online/39 | Rural Properties

- 39.1 Dams
- 39.2 Livestock, fences and weed control
- 39.3 Mowing and yard maintenance
- 39.4 Machinery
- 39.5 Rubbish and waste
- 39.6 Rain water tanks
- 39.7 Pumps, tanks and water treatment
- 39.8 Bores and bore pumps
- 39.9 Septic tanks
- 39.10 Wastewater treatment (grey water)