



Hutchinson
Legal

A Buyers
Guide

Lodging a
Caveat

Renting
with Pets

WINTER 2023

Insight

"Home is where the heart is"

This saying first appeared in an unsigned poem published in the 1829 issue of *The Winter's Wreath: A Collection of Original Contributions in Prose and Verse*. It reminds us that no matter who or where you are, family and home always have the deepest emotional attachments.

For the Winter edition of our newsletter, we focus on issues affecting home ownership and general updates. We hope you all enjoy this edition.

A buyers guide to signing off-the-plan property contracts

When considering the purchase of properties "off-the-plan" there are several important factors to consider before entering a contract. As with any form of real estate investment, signing "off-the-plan" contracts with caution is paramount to protecting your interests. To assist with the process, here are a few key points to bear in mind before signing.

UNDERSTAND THE SPECIFICS OF THE PURCHASE

Go over the contract's terms and conditions carefully to ensure you understand them. Specifically, consider how the contract is structured, any incentives provided by the vendor, its inclusions and exclusions, and the timeframe for completion.

UNDERSTAND THE PHYSICAL ASPECTS OF THE PROPERTY ITSELF

When you sign an "off-the-plan contract", you might be signing a contract to buy undeveloped property, an apartment, a townhouse, another type of residence, or a retail establishment that has not yet been built. Accordingly, great care needs to be taken to include conditions in the Contract which accommodate this fact. Architectural

drawings are typically included in the contract when buying an "off-the-plan" residential home or business land. Buyers should be aware that, depending on the terms of the contract, architectural designs are frequently susceptible to alteration.

CHECK THE ZONING LAWS AND DEVELOPMENT LIMITS

Be aware that these can significantly affect the property's present value as well as the potential future return. If there are any legal concerns with the purchase, carefully examine them and seek advice from a qualified lawyer, if necessary.

UNDERSTAND THE FINANCIAL IMPLICATIONS OF YOUR PURCHASE

This means ensuring that the deposit is a set amount with which you are comfortable and also being aware of any additional fees that might be required, such as regular maintenance or insurance payments.

By keeping these points in mind, you can be better informed and prepared when signing "off-the-plan" property contracts.

If you would like to discuss this or any other issues, the Property Law team will be happy to assist on 9870 9870.

"Winter is the time for comfort, for good food and warmth, for the touch of a friendly hand and for a talk beside the fire: it is the time for home."

EDITH SITWELL

FAST FACTS

6.5° - 14.2°C

Melbourne's winter average daily temperature range.

600

Estimated number of orange varieties across the world.

2002

The first year Australian athletes won a gold medal at the Winter Olympics – Salt Lake City, USA.

Lodging a Caveat

Caveat is Latin for “beware”. It refers to a document registered on a property title which acts as a warning to prospective purchasers or mortgagees that another person may have an interest in that property.

However, a caveat cannot simply be lodged on anyone’s property, even if there is an interest in the property – the circumstances must give rise to what is known as *caveatable* interest.

The most common caveatable interests fit into one of two categories:

1. An equitable interest, whereby someone has directly paid money towards a property but is not registered as a legal owner; and
2. A charge, whereby a creditor has a signed an agreement with the owner of the property that allows

the creditor to lodge a caveat and seek payment from the sale of the property, if the owner defaults.

To Lodge or not to Lodge

Two common scenarios in which people might want to lodge caveats are family law disputes and debt recovery. There may be caveatable interests supporting the lodging of a caveat in these circumstances, but it is not an automatic right.

You can read the full article on our website at <https://www.hutchinsonlegal.com.au/resources/lodging-a-caveat/>

If you wish to discuss caveats, please contact our Property Law team on (03) 9870 9870.

The ins and outs of pet ownership whilst renting

We have mentioned these changes to the law before, however just a reminder that as of 2 March 2020, new laws about acquiring new pets in Victorian rental properties came into force. These changes make up part of wider reforms to rental laws under the Residential Tenancies Amendment Act 2018 (“the Act”).

Tenants can keep a pet in their rental property as long as they comply with the requirements under the Act. These requirements include:

- Tenants must ask their landlord before keeping a pet on the rented property;



- The landlord cannot unreasonably refuse to consent; and
- The landlord has 14 days from the request to apply to the Victorian Civil and Administrative Tribunal (“VCAT”) for permission to refuse the application.

You can read the full article on our website at <https://www.hutchinsonlegal.com.au/resources/renting-with-pets/>

If you wish to discuss pets in rental properties, please contact our Property Law team on (03) 9870 9870.



Staff Spotlight

In this edition, we feature Yun (Catherine) Zhang from the Family Law Team. Catherine shares her insights on her career, her experience working at Hutchinson Legal, and how she supports her clients.

“As a lawyer, the ability to provide solutions to people and make positive changes in their lives inspired me to pursue this career. Each day as a lawyer counts, and I find great satisfaction in practising law.”

At Hutchinson Legal, the culture is inclusive and supportive, allowing for a better work-life balance, which I enjoy immensely. I am most passionate about family law as it has crossovers with many other areas, and practising it enables me to gain more knowledge, experience, and insight.

Listening is key to ensuring that clients feel supported and understood throughout the legal process, especially in family law. I advise individuals seeking legal representation for the first time to meet with the lawyer who will act for them. All lawyers are different, and it's essential to pick up the vibes at the first meeting. It's also important to remember that lawyers are engaged to resolve disputes, not escalate conflicts.”

Outside of work, Catherine enjoys travelling, practising yoga, and hiking.

Our "New Look" Invoicing System

1 June 2023 marks the launch of our new invoice system. Invoicing will now be issued via an online platform, which provides additional payment options and enables users to view, manage, and pay invoices in one location.



If you have any questions about the platform or would like to confirm legitimacy, including bank details, please contact us at 03 9870 9870 or email accounts@hutchinsonlegal.com.au



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