



GROUP DEAL UPDATE

**Welcome to The Commercial Property
Cashflow Webinar**

TOWNSVILLE DEAL UPDATE

- Helen's update on the Townsville Property Group Deal
- Have just gotten feedback from the council that they will support a medical development... but not a mixed development with warehousing
- So the townplanner has proposed a construction, that will allow us to do a "Change of Use" in the future to warehouse use.
- The townplanner is putting together a cost proposal for us
- Once we have that we will be able to run figures and launch the deal
- Helen will keep us updated.



RENT DEFAULT LESSONS LEARNED

**Welcome to The Commercial Property
Cashflow Webinar**

RENT DEFAULT LESSONS LEARNED – DISCLAIMER

- Please Note- This is NOT legal advice.... Nor is it a strategy or action you should follow.
- Always obtain legal advice form a qualified solicitor - specific to your situation.
- This is simply a personal case study to share personal lessons learned.

Property Cleveland QLD

- Purchased December 2017
- 39 Sq.m Strata retail / office in Cleveland QLD - Ground floor- non street frontage- inside internal arcade
- Cleveland House Commercial building in the heart of the Cleveland retail and business district.



Property Cleveland QLD



- Features: reception area and 2 treatment rooms/offices
One basement carpark included
New 3x3 year lease
- At time of purchase Tenant - Operating as a Beauty Therapist- Most Fittings belong to Landlord.
- New business owner- new lease commenced Early October 2017
- Her Partner and his Brother as Guarantor

Property Cleveland QLD

- Problem commenced late Feb 2018
- Late payment of rent
- Upon enquiry- Tenant emailed that she had personal problems - Divorce- Child custody etc- and was having difficulties.
- Sent Breach notice to tenant via our solicitor
- Consulted with tenant and our solicitor and decided to proceed to Terminate the lease
- Email to tenant to terminate lease - Early March 2018
- Lots of hesitation on her behalf before she vacated

Property Cleveland QLD

- Tenant Vacated late March 2018 and was making part payments of her owed rent
- Agents onto leasing property Late March 2018
- Mid July 2018- she declared bankruptcy and we had to engage our solicitors to go after the guarantors for rent and expenses.
- Arrangement agreed to where they pay a small sum each week to pay off this debt.... But they eventually defaulted on this too.

Property Cleveland QLD

- First agent - 2 months exclusive contract - \$2K Marketing budget to advertise - Then asked us to pass it onto a local agent
- We ended up with other 3 agents marketing this property.
- **Vacant for just over 12 months.**
- 2 New tenants showed interest around March 2019... over 12 months later. Both as massage therapists (different styles)
- One was undercutting the rental by more than half and still undecided
- The other one accepted current rent but wanted it gross and with 2 months rent free, to which we agreed.

Property Cleveland QLD

- New tenant signs lease in March 2019 and commences lease in April with 2 months rent free. 1 month bond paid and a payment plan to pay 2 more months of bond by November 2019.
- New tenant had a massage business in neighbouring suburb “Wynnum” with clients- said she was moving to a premise that was cheaper in rent.
- Rental payments started coming in late and were problematic from the first invoice in Late July 2019
- After chasing the tenant for a conversation about her payments and for rent- we asked a solicitor to send a Notice To Remedy Breach.

Property Cleveland QLD

NOTICE TO REMEDY BREACH OF LEASE

To the lessee: Anne Margaret Martin APN 74222801003

Property: 14 (known as Suite 10, 100 Cleveland, Queensland 4163

SCHEDULE

1. Lessor:	Parsons Pty Ltd ACN 001 111 111 (As Trustee)
2. Lessee:	Anne Margaret Martin APN 74222801003
3. Commencement date of lease:	28 May 2019
4. Address of premises:	14 (known as Suite 10, 100 Cleveland, Queensland 4163
5. Particulars of breach:	Non-payment of rent (including outgoings) for more than 5 business days (clause 19.1.4(a) & clause 3.1 of the Commercial Tenancy Agreement (Lease)) in the amount of \$1288.55 due on 28 August 2019
6. Interest:	\$5.04 - (item 17) 11.9% [9.99 + 2%] per annum (12 days)
7. Legal costs:	\$440.00

Take notice that you are in breach of the lease referred to in the schedule and that the particulars of breach are specified item 5.

Take further notice that the landlord intends to exercise the landlord's contractual and other rights unless:

1. The breach is remedied;
2. Interest on amount due under the lease at the rate specified in item 6 is paid; and
3. Legal costs specified in Item 7 are paid.

Take further notice that unless the breach is remedied and interest and legal costs paid in accordance with this notice within 14 days of its service upon you, the lease will be terminated pursuant to its terms.

Dated: 9 September 2019


Solicitor
Solicitors for the lessor

NOTE: The lessor will be entitled to re-enter or forfeit the lease in the event of the lessee failing to comply with this notice within a reasonable time – see section 124 of the Property Law Act 1974.

Property Cleveland QLD

- Breach notice serviced- No reply, meant we started drafting up a Termination Notice
- I contacted the local locksmith, ready to change the locks- and to take photos
- We were giving her 5 business days to collect her stock and belongings in the termination notice.
- She then finally replied to our emails and calls- suggesting that she wanted to pay that she owed by a weekly payment plan.
- We agreed and drafted up a weekly payment schedule to bring her rental payments up to date by May 2020

Property Cleveland QLD

- We drafted a “Variation of the Lease” document with her weekly payment plan- We did not engage a solicitor at this step- but it’s highly recommended that you do so.
- Eg Legal Advice on Lease Variation... <https://ofrm.com.au/blog/2017/6/19/traps-when-you-vary-or-surrender-your-commercial-lease>
- Eg Lease Variation Legal Docs- from ... <https://www.rpemery.com.au/leaseagreement.html> <https://www.rpemery.com.au/shop/viewproduct.asp?productid=392&categoryid=13>

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- Shared Office Space Licence
- Storage Space Licence
- Vacant Commercial Land Lease Template
- Variation of Lease

Australian Lease Agreement Templates

We offer a range of professionally drafted Australian lease agreement templates that you can access immediately. Choose from:

Commercial Property

- Commercial Property Lease** - for offices, warehouses and industrial units.
- Commercial Sublease Agreements** - for subleasing all or part of a commercial premises.
- Shared Office Licence** - used when you want to rent a portion of office space to another.
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Commercial

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Retail Shop Lease Kits

Various

Assignment of Lease - Used when a tenant wants to transfer their rights and obligations to another party for the remainder of the lease term.

Variation of a Lease - used when the parties agree to vary the terms of an existing lease without the need to draft a new lease.

Heads of agreement also known as an **Agreement to Lease** - often used to document the terms of a proposed lease before the lease document is drafted.

Car parking space licence - used when one party offers to rent a car parking space to someone else.

Agreement
NSW down
Everything
worked gro
will recom
your servic
my fr
Millions
Thanks" Jo
P
[Read more](#)

Variation of Lease

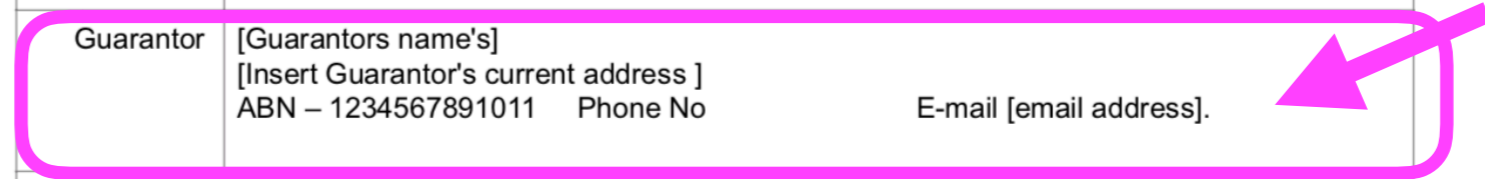
Annexure "A"

VARIATION OF LEASE

THE TENANT and the LANDLORD (as defined in the Original lease dated [insert date] a true copy of which is attached hereto and marked "A"("the lease")) renew the lease as defined in this variation of lease agreement which is dated [insert number] day of [month] 2013

THIS DOCUMENT IS EVIDENCE THAT THE PARTIES AGREE TO RENEW THE LEASE AS FOLLOWS:

Landlord	[Landlord's name] [Insert Landlord's current address] ABN – 1234567891011 Phone No E-mail [email address]. The Landlord is / is not registered for Goods and Services Tax (GST)
Tenant	[Tenant's name's] [Insert Tenant's current address if applicable] ABN – 1234567891011 Phone No E-mail [email address].
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How is rent paid?	The Rent must be paid into the following account BSB [insert BSB] Acc [account no] or any other account nominated by the Landlord.
Further term or terms	Number of terms remaining (e.g. TWO) First : [2]years The earliest date for exercising the option [insert number] day of [month] 2013 The latest date for exercising the option [insert number] day of [month] 2013 Second: [2] years The earliest date for exercising the option [insert number] day of [month] 2013 The latest date for exercising the option [insert number] day of [month] 2013
Permitted	



Variation of Lease

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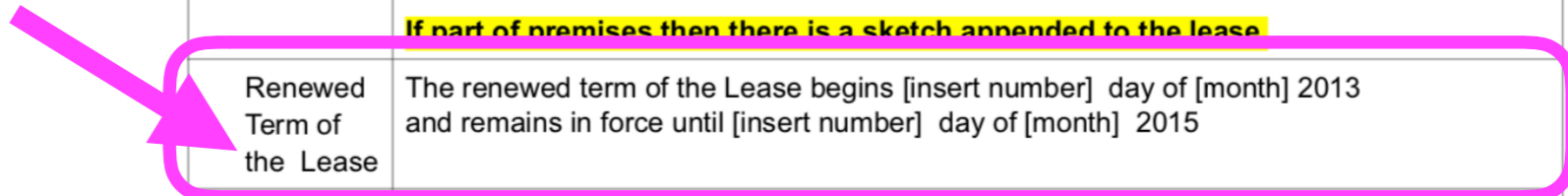
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We Changed this to "Lease Variation"



Variation of Lease

We Changed this to “The Variation of the Lease begins 4th day of October 2019 and remains in force until 27th day of May 2022.

The 'Payment Plan' for the Lease variation commences 4th day of October 2019 and remains in force until 31st day of March 2020.”

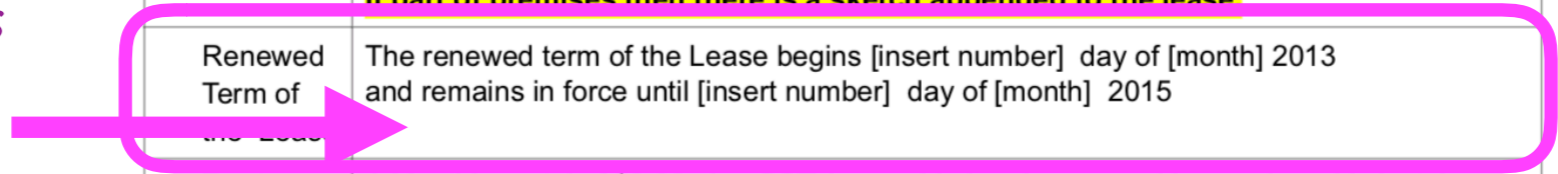
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Permitted	



Variation of Lease

We Changed this to “A weekly rental payment plan (includes GST) is payable exactly as laid out in the accompanying Table A.

This payment plan encompasses payments for rent and for bond owing - a total of \$xxxx, to be paid over 25 instalments from the DATE 2019 to the DATE 2020, on the exact dates prescribed in the payment plan.”

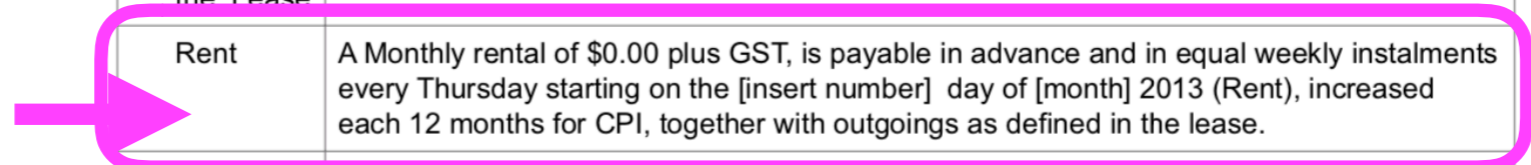
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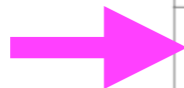
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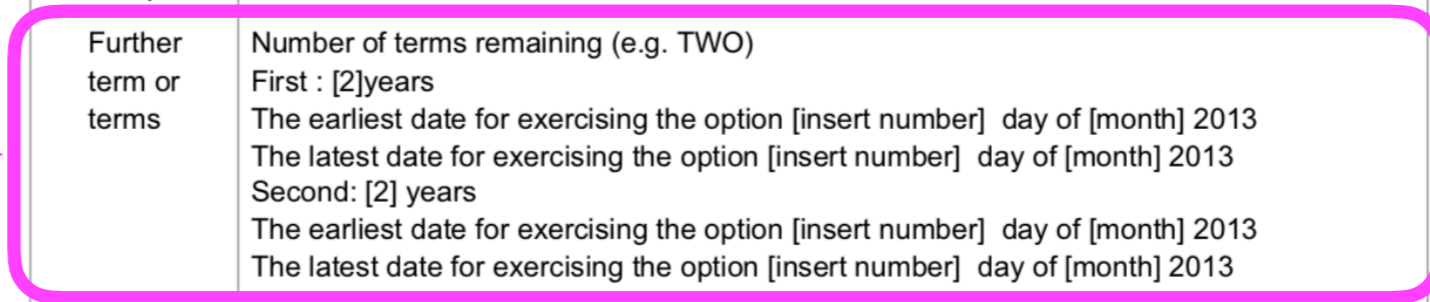
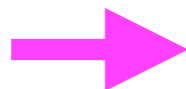
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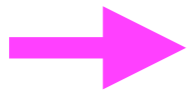
We Deleted this part



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Permitted use	
Security deposit	One month's rent
Total Lettable area	The total lettable area of the premises is [number] square metres of which the shop constitutes [number] square metres, or [number]% ("the proportion") of the total lettable area. If the shop is less than 100% of the total lettable area then the Tenant shall pay all the outgoings which benefit the shop alone and the proportion of premises outgoings that benefit both the shop and other parts of the premises .

We Deleted this part- as it's still part of the original lease

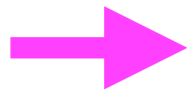


Variation of Lease

Annexure "A"

All the provisions of the Original Lease continue to apply, except to the extent that the terms of the Original Lease are varied by this Agreement.

Our signatures



<p>EXECUTED for and on behalf of _____ in accordance with Section 127(1) of the <i>Corporations Act 2001</i> by authority of the Directors:</p>		
<p>X..... Signature of Director</p> <p>..... Name of Director</p>		<p>X..... Signature of Director/Secretary</p> <p>..... Name of Director/Secretary</p>

<p>SIGNED SEALED & DELIVERED by _____ in the presence of:</p>		
<p>..... Signature of Witness</p> <p>..... Name of Witness</p>		<p>..... Signature</p>

[The last party to sign this Agreement must complete the date field on the first

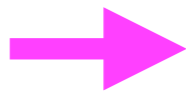
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Tenant signatures

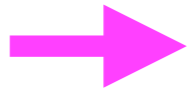


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Variation of Lease

*Guarantor
signatures*



Annexure "A"

Fill out this section only if there are guarantors or mortgagees.

SIGNED SEALED & DELIVERED by the said Guarantor		X Signature
in the presence of: X..... Signature of Witness Name of Witness		


SIGNED SEALED & DELIVERED by the said Guarantor		X Signature
in the presence of: X..... Signature of Witness Name of Witness		

Property Cleveland QLD

- UPDATE: I think a “bad tenant” will always be a “bad tenant”
- She continued to pay her weekly instalments **late** - as per the Lease Variation Payment Schedule we had put together.
- This week we have called on the Guarantor to make the rental payments on the tenant’s behalf - But after a conversation, she is not financially viable
- If tenant fails to pay rent owed according to Lease Variation by the end of this week, we will need to go back to terminating the lease and finding another tenant.

Property Cleveland QLD

- PROBLEM FOR US: Cleveland is really slow for leasing at the moment!


 Buy Lease Invest Sold Leased Find Agents

Lease | Cleveland, QLD 4163 | Below 100m² | Offices, Retail, Medical/Consulting

Home > For Lease > QLD > Cleveland

Commercial Properties For Lease in Cleveland, QLD 4163


33 properties found | Viewing 1 - 10 | Sorted by - Date (Oldest - Newest) ▾



6/137-151 Bloomfield Street
Cleveland, QLD 4163
\$2,222 PCM* GROSS
86.0m² Offices • Medical & Consulting

> VIEW ☆ SAVE ✉ EMAIL


RayWhite



6/31 Middle Street
Cleveland, QLD 4163
\$1500 gross per month
72.0m² Offices

> VIEW ☆ SAVE ✉ EMAIL

Baine&Home Commercial



6/31 Middle Street
Cleveland, QLD 4163
\$1,500 PCM* GROSS

> VIEW ☆ SAVE ✉ EMAIL

RayWhite

RENT DEFAULT LESSON LEARNED

- Don't assume a lease is water tight- just because it's a legal document- such as when we had bought the property with a tenant on a 3 year lease. There was only so much our solicitor could do... then it became a costly chasing exercise.
- Tenants who are New to business and with a new lease- are riskier than long term tenants. Take the time to research them thoroughly
- Tenants do go Bankrupt and it's costly to Chase after them
- Make sure you have a \$\$\$ contingency for when this happens to continue paying for outgoings and your Bank loan.
- When tenants are late on rental payments- Be tough and hit them hard with notices for your solicitor- No "Nice Guy/Gal"
- Add a new Guarantor to a Lease Variation if you write one up

RENT DEFAULT LESSON LEARNED

- Our tip.....get the bank statements from the previous landlord to show exactly the DATE each monthly rent payment was made. Don't just accept a typed list of dates prepared by the vendors solicitor or the vendor as we got a typed list, looked over it and it looked fine but when we took over, we found out that she wanted to make weekly payments but pay it before the end of the month.
- Ask for evidence of rental payments- from bank statements etc... screenshots.
- Luckily we have two months security deposit...But I would next time ask for that to be three months
- Pay towards any bond still owed- before paying off rent on a lease variation.

Other DIY Legal Templates

- <https://www.rpemery.com.au/leaseagreement.html>
- https://www.rentalagreementsdiy.com.au/legal_documents_legal_agreements.php
- <https://www.lawdepot.com/contracts/groups/lease/>

The screenshot displays the website for RP Emery Legal Kits. The header includes the company logo, name, and tagline "Solid Legal Protection without the Expense", along with a toll-free number. A navigation menu lists various contract categories. The main content area features a sidebar with a list of legal documents, a central section for "Australian Lease Agreement Templates" with a map of Australia, and a "Commercial Property" section with icons and descriptions for different types of leases. A "Customer Approved" badge with a star and "Word of Mouth" text is also visible, along with a "Solid Legal Protection" seal and a "Lawyer Prepared" icon.

RP Emery and Associates - Legal Publishers Since 1990

RP EMERY LEGAL KITS
Solid Legal Protection without the Expense

Questions?
Call Toll Free
1800 608 088

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Commercial Real Estate

- Assignment of Lease
- Assignment of Benefit of Option to Purchase
- Commercial Property Lease
- Commercial Property Sublet
- Manufacturing Area Licence
- Option to Buy Real Estate
- Real Estate Property Investment Kit
- Retail Lease
- Shared Office Space Licence
- Storage Space Licence
- Vacant Commercial Land Lease Template
- Variation of Lease

Australian Lease Agreement Templates

We offer a range of professionally drafted Australian lease agreement templates that you can access immediately. Choose from:

Commercial Property

- Commercial Property Lease** - for offices, warehouses and industrial units.
- Commercial Sublease Agreements** - for subleasing all or part of a commercial premises.
- Shared Office Licence** - used when you want to rent a portion of office space to another.
- Storage Space Licence** - used when you want to rent a portion of space as storage space.

Retail Shop Lease Kits

CUSTOMER APPROVED
Word of Mouth
5/5 based on 46 Reviews
SEE OUR REVIEWS
Valid: 25/11/2019

Solid Legal Protection

Australian Law

Lawyer Prepared

Instant Download

Find Your Contract

PODCAST **SUBSCRIBE**



Keep updated with Helen's Tips and Strategies on her Podcast channel...

Commercial Property Roadshow with Helen Tarrant

- <https://podcasts.apple.com/ph/podcast/commercial-property-roadshow-with-helen-tarrant/id1484804524?>

YOUTUBE ROAD-SHOW **SUBSCRIBE**

The screenshot shows the YouTube channel page for 'Commercial Property Roadshow With Helen Tarrant'. At the top, there is a banner with the channel name and five video thumbnails. Below the banner is the channel's profile picture, name, and subscriber count (186 subscribers). To the right of the name are 'SUBSCRIBED' and 'notification' buttons, both with green arrows pointing to them. Below the profile information are navigation tabs: HOME, VIDEOS, PLAYLISTS, CHANNELS, DISCUSSION, and ABOUT. Under the 'Uploads' section, there are five video thumbnails with their titles and view counts:

- How To Create \$72,000 per year in Passive Income &...** (86 views • 5 days ago)
- COMMERCIAL PROPERTY INSPECTION Kuranda Villag...** (65 views • 6 days ago)
- COMMERCIAL PROPERTY ROADSHOW WITH HELEN...** (161 views • 1 week ago)
- COMMERCIAL PROPERTY ROADSHOW WITH HELEN...** (219 views • 2 weeks ago)
- FINDING YOUR TOP 3 COMMERCIAL PROPERTY...** (176 views • 2 weeks ago)

Keep updated with Helen's Tips and Strategies on her YouTube channel... **Commercial Property Roadshow with Helen Tarrant** - <https://www.youtube.com/channel/UCnw-fdCKbEScizdoTcGyDJw>



HIGH YIELD COMMERCIAL MEET-UP

Remember To Lock In These Dates

MEET-UPS 2019 DATES

Sydney:

- Location: Eastwood Ryde Leagues Club

Brisbane:

- Location: Colmslie Hotel

Melbourne:

- Location: Blackburn Hotel

**Sydney: Every Month-
Wednesday from March to
November**

- 18 September, 16 October

Brisbane: Every 2 months

- 26 September

Melbourne: Every 2 months

- 2020



AGENDA

- 6:30pm Registration
- 7pm Start - Presentation on a Commercial Property Topic by Helen Tarrant
- 7:45 - 8:15pm - Networking/Break
- 8:15pm - Guest Speaker
- 8:45pm - Q n A
- 9pm Conclusion
- Registration links to come



MEET-UP LINKS

SYDNEY: 18th September

- ▶ <https://www.eventbrite.com.au/e/high-yield-commercial-property-meet-up-group-sydney-tickets-59934259985?>

BRISBANE: 26th September

- ▶ Coming Soon

MELBOURNE:

- ▶ Next year 2020

MEET-UP UPDATES

Commercial Cashflow Mentoring Program

Commercial Cashflow Mentoring Program

Closed group

About

Discussion

Chats

Announcements

Members

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Search this group

Shortcuts

Write a comment...

OLDER

Helen Tarrant shared a link.
Admin · Yesterday at 10:00 AM

Time for Brisbane meet up!
Dont forget to register if your in Brisbane



HIGH YIELD
COMMERCIAL



MEET UP GROUP

EVENTBRITE.COM.AU

HIGH YIELD Commercial Property Meet Up Group - Brisbane