

## FILE CHECKLIST – LANDLORD

	<b>ACTION</b>	<b>DATE</b>
1.	Send Legal Profession Uniform Law engagement/costs letter.	
2.	Obtain title search.	
3.	Obtain ASIC search of corporate landlord, tenant and guarantor.	
4.	Review instructions and obtain any further information or clarification.	
5.	Prepare draft lease and disclosure statement (if <i>Retail Leases Act 2003</i> applies).	
6.	Send draft lease and disclosure statement to landlord and agent for approval.	
7.	When draft lease and disclosure statement approved by client and agent, submit to tenant's solicitors or to tenant (if solicitors not known), "subject to client's instructions" together with information brochure (if retail lease).	
8.	If there is a mortgage, inform mortgagee that a mortgagee consent will be required and request copy of proposed form of consent (to check adequacy).	
9.	If amendments are requested, refer to client and agent with an explanation and recommendation on each.	
10.	Have 2 copies of disclosure statement signed by landlord.	
11.	Letter to tenant's solicitors responding to proposed changes.	
12.	When drafts are agreed with the tenant send execution documents to tenant's solicitors: <ul style="list-style-type: none"> <li>• lease (1 bound part for each party to lease); and</li> <li>• disclosure statement (2 parts – one for retention by tenant and the other for signing and return), requesting return with bank guarantee/bond and insurance certificate.</li> </ul>	
13.	When signed documents returned, check using ASIC search to see whether the signatories are authorised; check insurance certificate against lease.	
14.	In relation to bank guarantee/bond: <ul style="list-style-type: none"> <li>• check amount and conformity with lease;</li> <li>• bank guarantee should not have an expiry date or, if it does, that date should be at least 3 months after expiry of the term.</li> </ul>	
15.	Send lease parts to landlord for signing and return; enclose copy bank guarantee and insurance certificate.	
16.	When lease parts returned, date them and complete file copy.	
17.	Send one executed lease part to tenant's solicitors.	
18.	Obtain mortgagee's consent, send original to tenant's solicitors and retain copy.	

	<b>ACTION</b>	<b>DATE</b>
19.	Send to agent: <ul style="list-style-type: none"> <li>• photocopies executed and dated lease, disclosure statement, insurance certificate and bank guarantee;</li> <li>• note informing them of the requirement for notices and attention to obtaining of supplementary/ replacement bank guarantee/bond and that no further reminders will be provided.</li> </ul>	
20.	Send to landlord: <ul style="list-style-type: none"> <li>• executed lease part, disclosure statement, bank guarantee and insurance certificate;</li> <li>• written advice:               <ul style="list-style-type: none"> <li>- that file will be placed in storage and that no responsibility is accepted for service of notices on tenant concerning last date for exercise of option or landlord's intentions where no option to renew; and</li> <li>- of the need to diarise for replacement of bank guarantee prior to expiry (if bank guarantee is for a limited period) and updating (where the lease requires the bank guarantee/bond amount to be increased at intervals) as no responsibility is taken for reminding them of this.</li> </ul> </li> </ul>	
21.	Lodge a financing statement on the Personal Property Securities Register in respect of any landlord's chattels included in the lease and any bond not in the form of a bank guarantee.	
22.	Return any superseded documentation held in deeds/on file to client to be retained by them for historical/ taxation purposes.	

### **Acknowledgement**

The Law Institute of Victoria acknowledges and thanks the author, Derry Davine, for granting a licence to publish this checklist.

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