

# SKYLINE REAL ESTATE NEWSLETTER

## FOR PROPERTY INVESTORS



September 2007

### Don't Let Your Investment Go Up in Smoke

**H**eaters, candles and electrical appliances have emerged as the most common causes of house fires. As we are merging into summer, the importance of smoke alarms again comes to the forefront. Statistics indicate that most fatal home fires occur when people are asleep.

A smoke alarm can quickly alert occupants to fire danger, and can provide precious extra seconds that could avert disaster.

Both ionisation and photoelectric smoke alarms offer effective protection.

It is compulsory to have smoke alarms fitted in all new residences.

Smoke alarms must also be installed where any major extensions or additions have been made to an existing property.

In all new residential buildings, smoke alarms must be connected directly to the power mains and must have a battery backup. Existing residences may be fitted with a battery powered smoke alarm.



#### What type of alarms are available?

There are two types of smoke alarms – ionisation and photoelectric.

Ionisation smoke alarms use a minute amount of radiation to detect the presence of smoke, causing an alarm to sound. Health authorities advise that the amount of radiation emitted from these devices is much less than natural background levels.

Photoelectric smoke alarms contain a light source, the beam of which is affected by smoke in the photocell, causing an alarm to sound.

#### How many do I need?

A smoke alarm outside each sleeping area and on each additional level provides a reasonable degree of warning from the threat of fire. In a single level home, one smoke alarm may be sufficient if all bedrooms connect to a common passageway leading from the living areas. Extra smoke alarms are warranted in homes with separate sleeping areas. In this case, place a smoke alarm within 1.5 metres of the entrance of each bedroom. Where occupants tend to sleep with bedroom doors closed, a smoke alarm

should also be installed in each bedroom, particularly if heaters or electrical appliances are used in those rooms.

#### How are smoke alarms installed?

Battery operated smoke alarms are simply fastened to the ceiling with two small screws. Mains powered smoke alarms must be installed by a licensed electrician.

For effective operation, smoke alarms should be located away from corners. On a flat ceiling, a smoke alarm should be installed a minimum of 300 mm from any wall.

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If installed on a wall, the top of the smoke alarm should be located 300-500 mm from the ceiling. Smoke detectors should be fitted on the ceiling or wall at least 100mm away from any cornice to avoid 'dead air spaces' and away from draughty areas such as windows, doors or air ducts.

### Smoke alarm maintenance

Smoke alarms require regular testing and cleaning. They are equipped with a test button that should be pressed at least once every month (using a broom handle). At least yearly, the fine nozzle of a vacuum cleaner should be run over the grille area of each smoke alarm. Smoke alarms should NEVER be painted.

### What about battery replacement?

When batteries are low the detector on most models will sound a short 'BEEP' every minute. This is a reminder to replace the batteries. As a rule of thumb, batteries should be replaced annually (eg when you change your clock for daylight saving or on some notable anniversary).

### Who is responsible for maintenance?

No matter what type of smoke alarm is installed in your investment property, you as the owner, are responsible for its maintenance.

To further protect your property from fire, a dry chemical fire extinguisher and a fire blanket for the kitchen are wise investments.

Other common sense precautions include: never leave a hot stove or heater unattended; store electric blankets properly over summer; have faulty electrical appliances or cords repaired or replaced; ensure that fireplaces and down lights are correctly fitted and away from structural timbers and paper-based insulation. If candles or incense are being used, use a non-combustible container and never leave them unattended.

*Peta Gleeson – Property Manager will be going on maternity leave for the next year. We would like to wish her all the best. For any enquires or correspondence, please contact David Mills.*

## A CASE FOR THE TRIBUNAL

The following is a summary of a legal judgement arising from a tenancy dispute. It is important to remember that this is a summary and for a full account the entire judgement should be read. We do not recommend you rely on this summary in any decision making about your investment property.

In an initial tenancy agreement provided for a twelve-month term, there was an additional condition. This condition stated "length of lease: Initially a 12-month lease. I would like to renegotiate a new tenancy lease (if any) six weeks prior to the end of this lease. If the lease is extended my daughter will be undertaking her Year 12 studies and I would like to extend until the end of her school year in the year 2004."

The tenant gave evidence that during a telephone conversation with the owner she indicated that she wished to extend the agreement to the end of 2004 in accordance with the lease and the owner responded "yes, that's fine." *The extension was not confirmed in writing.* The tenancy agreement commenced on 15 June 2002 and was negotiated through an agent. Until January 2004, the owner managed the premises himself. On 22 February 2004, an agent was appointed and served a Notice of Termination to the tenant giving no less than 90 days notice without specifying a ground of termination. Notice was given on the basis that the agreement was periodic.

At the tribunal, the agent gave evidence that the owner had advised that the agreement with the tenant was periodic in nature. Evidence was given that the telephone conversation between the tenant and the owner took place at least six weeks prior to the 15th of June 2002 in accordance with the lease. No evidence was presented by the owner to rebut the nature of the conversation and renegotiation.

It was found that the agreement between the parties was for a fixed term, expiring at the end of the tenant's daughter's school year in 2004. Accordingly, the agent was not in a position to serve a 90-day notice of termination on the tenant.