



**Look after your
safety....**

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Agency Owners are legally responsible to ensure the safety of their employees, and any other person that may be affected by the agency's work activities.

Real Estate Agents, Strata Managers and Stock & Station Agents are often working away from the office and their workplace becomes the vehicle they use, a venue, or a client's property where they are often working alone conducting inspections, or meeting with prospective buyers or tenants. These out-of-office activities can leave agency staff particularly vulnerable to the risk of injury.

A case a few years ago involved a real estate agent who was savagely mauled by two bull mastiff dogs inside a rented house in Umina Beach NSW when she was conducting a pre-booked routine inspection. As she let herself in, the two dogs launched into an unrelenting attack, which stopped only when neighbours came to assist her. She was then tended to by paramedics before being airlifted to Royal North Shore Hospital. She sustained a compound fracture to her arm and a laceration to her leg, arriving at hospital in a serious but stable condition. The tenant returned home after hearing what happened and surrendered his dogs to the council rangers who had earlier been called to the scene. Both dogs were euthanised. What a sad scenario from every angle.

When we look at the safety of people whilst doing their jobs, we need to consider the definition of "aggression". Aggression can take the form of physical violence, intimidation or threatening behaviour by people or in this case their animals. Therefore, employers must have suitable processes and procedures in place to minimise the risk of aggression and other health and safety risks.

Employers are responsible for providing training and mechanisms to advise staff about what

processes to follow to prevent, or if they are subjected to, this kind of behaviour.

Section 55 of the Residential Tenancies Act 2010 (NSW) outlines the circumstances in which a landlord, the landlord's agent, or any other person authorised by the landlord may enter the residential premises during a residential tenancy agreement:

55 Access generally by landlord to residential premises without consent

(1) A landlord, the landlord's agent or any other person authorised by the landlord may enter residential premises during a residential tenancy agreement without the consent of the tenant, and without giving notice to the tenant, only in the following circumstances:

- (a) in an emergency,
- (b) to carry out urgent repairs,
- (c) if the landlord, landlord's agent or person has made a reasonable attempt to obtain entry with consent and has reasonable cause for serious concern about the health or safety of the tenant or any other person that the landlord, landlord's agent or person believes is on the residential premises,
- (d) if the landlord forms a reasonable belief that the residential premises have been abandoned,
- (e) in accordance with an order of the Tribunal.

(2) A landlord, the landlord's agent or any other person authorised by the landlord may enter residential premises during a residential tenancy agreement without the consent of the tenant, after giving notice to the tenant, only in the following circumstances:

- (a) to inspect the residential premises, not more than 4 times in any period of 12 months, if the tenant has been given not less than 7 days written notice each time,

(b) to carry out or assess the need for necessary repairs (other than urgent repairs) to, or maintenance of, the residential premises, if the tenant has been given not less than 2 days' notice each time,

(c) to carry out, inspect or assess the need for work for the purpose of compliance with the landlord's statutory obligations relating to the health or safety of the residential premises, if the tenant has been given not less than 2 days' notice each time,

(d) to value the property, not more than once in any period of 12 months, if the tenant is given not less than 7 days' notice each time,

(d1) to take photographs, or make a visual recording, of the interior of the premises for the purposes of advertising the residential premises for sale or lease not more than once in the period of 28 days preceding the commencement of marketing the residential premises for sale or lease or the termination of the agreement, if the tenant is given:

(i) reasonable notice, and

(ii) a reasonable opportunity to move any of the tenant's possessions that can reasonably be moved out of the frame of the photograph or the scope of the recording

(e) to show the premises to prospective tenants, a reasonable number of times during the period of 14 days preceding the termination of the agreement, if the tenant is given reasonable notice each time,

(f) if the landlord and tenant fail to agree under section 53 to show the premises to prospective purchasers, not more than twice in any period of a week, if the tenant is given not less than 48 hours' notice each time.

(3) This section does not apply to any part of premises to which the tenant does not have the right of exclusive occupation.

(4) This section is a term of every residential tenancy agreement.

Agents must exercise due care and diligence when organising and conducting routine inspections. Even though the Act says that all you have to do is give the tenant a minimum of seven (7) days' written notice to access the rented premises, it is recommended that as part of your WHS Manual, you outline a process for all staff to follow to ensure their personal safety. Firstly, your agency must have records of which tenants have been authorised to have pets, the type of pet/s, and number of pets. After you serve a tenant with a written notice to conduct a routine inspection, whether they have pets or not, it is good practice that you contact the tenant prior to the inspection to find out whether or not they will be home for the inspection, or they will require you to gain entry by use of the spare set of keys you have in your agency. If they will not be home, err on the side of caution and request that the tenants remove or restrain pets during an inspection (even if you're a dog lover, things can still go wrong). When a tenant is not home, always enter the property with caution, as a minority of tenants may have pets at the rented property without seeking the landlord's permission, therefore without the agent's knowledge.

Developing a culture within the Agency where personal safety is front-of-mind is critical, and will play a large part in reducing your Agency risk.

'Til next time, wishing you every success in your business ventures

Rosy Sullivan

Director | College Principal

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