RENT CARE

Hate interruptions to cash flow?
$2 a week, we've got you covered.

1

Rent on Time

With PIA Rent Care, landlords never worry about missed rental payments and receive their full rent every month, even if their tenant is in arrears.



2

No Interruption to Cash Flow

By eliminating the typical income gaps caused by rental arrears, PIA Rent Care keeps your property portfolio performing. Simply avoiding financial stress, consistent cash flow is key.



3

Rental Protection System

The Rent Care Fund is a proprietary system to ensure your rent continues. It's not dependent on insurance payouts, meaning no waiting periods or lengthy claim processes.



4

Simple & Automatic

Once you subscribe, protection kicks in automatically. Rent Care is seamlessly integrated with your existing management service. It's rental protection made easy and efficient.



5

Exclusive to PIA Clients

Only available to landlords who manage their properties through PIA. It reflects our commitment to delivering more than just property management.



The PIA Rent Care Program is available exclusively to landlords who have an active Managing Agency Agreement with Property Investors Alliance (PIA) and hold an approved landlord insurance policy. Terms and conditions apply. Rent protection is subject to compliance with Property Stock and Business standards and tenancy regulations under the Residential Tenancies Act (NSW). T&C apply.
This is not a financial product nor a replacement for landlord insurance and is intended to operate in conjunction with approved insurance coverage.

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rental@pia.com.au

Terms and Conditions

1. Introduction

1.1. Property Investors Alliance ("PIA") is in the business of assisting people to gain wealth. The tool for this wealth creation is the investment in property. PIA recognises that it is vital for people that rent is paid on time to ensure mortgage repayments are met.

1.2. To facilitate all investors who have purchased through PIA, PIA has established a Rent Care Fund (referred to as "the fund"). The objective of this fund is to ensure that rental arrears to not adversely impact on the investment potentials and wealth creation of PIA customers.

1.3. The service provider set out in Item 1 has been established to:-

a) Administer the fund;

b) To pay rent arrears to Landlords; and

c) To collect rent arrears from tenants.

1.4. The Managing Agent is responsible for carrying out its functions under a Managing Agency Agreement executed between the Landlord and the Managing Agent.

1.5. The fund will pay to the Landlord set out Item 3, any rent in arrears on or about 25th day of each month.

2. Subscription

2.1. The Landlord must pay the annual subscription fee set out at Item 7

2.2. The Landlord set out in Item 3, authorises the Managing Agent to pay to the service provider the subscription fee on a annually basis when accounting to the Landlord on or about the 25th day of each 12 months.

3. Conditions

3.1. It is a condition of this Agreement that:-

a) The Landlord and the Managing Agent have entered into a Managing Agency Agreement pursuant to Section 55 of the Property and Stock Agents Act 2002;

b) The Landlord and Tenant have entered into a Residential Tenancy Agreement pursuant to the Residential Tenancies Act 2010; and

c) The Landlord has current approved Landlord insurance.

3.2. The Landlord must only take out Landlord Insurance that is approved by the Service Provider.

3.3. The Landlord must not change Landlord Insurers during the course of this Agreement.

3.4. The Landlord is responsible for insuring that the property is:-

a) Maintained and repaired; and

b) Complies with the habitable standards.

3.5. Where arrears have been caused by the failure of the Landlord to maintain and repair the property, the Service Provider may refuse to cover the rent arrears under this Agreement.

4. Payment of Arrears

4.1. Prior to the 25th day of each month, where the tenant is in arrears under the Residential Tenancies Agreement, the Managing Agent will notify the Service Provider of the following:-

a) The Property Address.

b) The tenants name.

c) The amount in arrears.

4.2. Upon being notified of the rental arrears:-

a) The fund will transfer a sum equivalent to the arrears to the Managing Agent's trust account; and

b) The Managing Agent will allocate those fees to the Landlords ledger.

4.3. The Managing Agent will disburse on or about the 25th day of the month to the Landlords.

5. Recovery of Arrears

5.1. Upon the payment of any arrears, the landlord subrogates its rights in relation to the recovery of rent to the Service Provider.

5.2. The Landlord authorises the service provider to pursue the rent in arrears in whatever manner it deems fit.

5.3. Notwithstanding the generality of Clauses 5.1 and 5.2, the Landlord authorises the service provider:-

a) To issue termination notices to the tenant;

b) To represent the Landlord at any NSW Civil and Administrative tribunal hearing;

c) To make claims under the Landlord's Insurance Cover; and

d) To communicate with the Rental Bond Board regarding the disbursement of the rental bond.

5.4. The service provider may collect the unpaid rents through any means available, including but not limited to:

a) Collection of the arrears from the tenant.

b) Making claims to the NSW Civil and Administrative tribunal under the Residential Tenancy Act 2010.

c) Making claim on the Landlord's Insurance Cover; or

d) Making a claim on the bond through the Rental Bond Board.

5.5. The service provider will ensure that any rent arrears paid by the fund to the Landlord is returned to the fund when collected under this Clause.

6. Maximum Rent Care Amount

The Landlord cannot make any claims that exceed the maximum rent care amount set out in Item 8 of the Summary Schedule.

7. Limits on Payment

The service provider is only permitted to make a claim on the fund if the following exists:-

a) The Landlord has a valid and existing Managing Agency Agreement with the Managing Agent;

b) The Landlord insurance is still current;

c) The Residential Tenancy Agreement has not been terminated; and

d) The Landlord's subscription fees are paid up to date.

8. Term
8.1. The rent care program commences on the execution of this Agreement and terminates in accordance with this Clause.
8.2. This agreement has a term of 12 months, which will be automatically extended for a further 12 months unless terminated in accordance with this Clause. If the Landlord does not wish to extend for a further 12 months, the Landlord must give notice in writing to the Service Provider at least 30 days prior to the expiry of the term of this Agreement.
8.3. The Landlord's subscription is automatically terminated upon the Managing Agency Agreement with the Managing Agent being terminated.
8.4. All subscription fees paid under this Agreement are not refundable for any reason.
8.5. For absolute clarity, all powers that exist under this Agreement for the collection of rent in arrears will remain even after the Residential Tenancy Agreement has been terminated.
8.6. Where the Service Provider has not been able to collect all or any of the arrears, the Landlord will repay to the fund the shortfall between money collected from the tenant and the rent arrears payment paid from the fund.
9. Maintenance and Repairs
9.1. Under any Residential Tenancy Agreement, the Landlord is responsible for the maintenance and repairs of the property. The Landlord is responsible for ensuring that the premises is habitable in accordance with the minimum standards set out in the Residential Tenancies Act 2010.
9.2. The service provider may in its absolute discretion determine not to pay arrears where the tenant has refused to pay arrears due to the Landlord not maintaining and repairing the property.
10. Dispute Resolution
If a dispute arises between the parties, the complainant must not commence any court or arbitration proceedings, except where that party seeks urgent interlocutory relief, unless it has first complied with this clause:
(a) Notification
The complainant must inform the respondent in writing of the following:
(i) The nature of the dispute;
(ii) The outcome the complainant desires, and
(iii) The action the complainant believes will settle the dispute.
(b) Endeavour to resolve dispute
On receipt of the complaint by the respondent, both parties will make every effort to resolve the dispute by mutual negotiation within 14 business days.
(c) Mediation
Any unresolved dispute or difference whatsoever arising out of or in connection with this contract shall be submitted to mediation under the Mediation Rules of the Resolution Institute.
(d) Survival of this clause
This clause survives termination of this agreement.
11. Interpretation
This agreement is governed by the laws of New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of that State.
In the interpretation of this agreement:
(e) References to legislation or provisions of legislation include changes or re-enactments of the legislation and statutory instruments and regulations issued under the legislation;
(f) Words denoting the singular include the plural and vice versa, words denoting individuals or persons include bodies corporate and vice versa, words denoting one gender include all genders and references to documents or agreements also mean those documents or agreements as changed, novated or replaced;
(g) Grammatical forms of defined words or phrases have corresponding meanings;
(h) Parties must perform their obligations on the dates and times fixed by reference to the capital city of New South Wales;
(i) Reference to an amount of money is a reference to the amount in the lawful currency of the Commonwealth of Australia;
(j) If the day on or by which anything is to be done is a Saturday, a Sunday or a public holiday in the place in which it is to be done, then it must be done on the next business day;
(k) References to a party are intended to bind their heirs, executors, administrators, successors and assigns; and
(l) Obligations under this agreement affecting more than one party bind them jointly and each of them severally.
12. Severance
If anything in this agreement is unenforceable, illegal or void, it is severed and the rest of the agreement remains in force.