

The 15 Step Guide To Successfully Buying Property In Queensland





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Congratulations on your purchase!

The next question you need to ask is “What now?”

1. Appoint McColm Matsinger Lawyers to handle your conveyancing and leave the stress to us.

You should immediately appoint a Conveyancer in a Law Firm to conduct the conveyancing process on your behalf. Conveyancing in Queensland is governed by a myriad of legislation and you need a firm that has the expertise in the residential conveyancing area of Property Law.

Often we will not see the contract until it has been negotiated and signed by all parties. However, it is our recommendation when possible to have the contract reviewed by us prior to signing. In that way, we can ensure any necessary special conditions are included to protect your interests before you are legally committed.



2. Contract considerations

(Through a real estate agent) The Seller and the Buyer will normally negotiate the terms and conditions of the contract. Here are a few matters you need to take into consideration during the negotiating process:

- The monetary offer you wish to be presented to the Seller.
- The amount of deposit and when will the deposit be paid? Generally there will be an initial (non-refundable) deposit paid on signing of the contract and a balance deposit upon the contract being confirmed unconditional.
- Included chattels should be listed in the contract.
- Are there any fixtures to be excluded from the sale?
- Are there any tenants in the property and if so, are you happy with the terms of the lease? Remember, if a tenant has a valid lease, you cannot force the tenant to vacate the property until the end date of that lease.
- Are there any title encumbrances such as easements registered over the property? If so, will this encumbrance hinder your use and enjoyment of the property?
- Do you require the contract to be subject to you obtaining satisfactory finance?
- Do you require the contract to be subject to you obtaining a satisfactory building and pest inspection report?
- Do you require the contract to be subject to a satisfactory pool safety inspection?
- Do you require the contract to be subject to any other conditions (such as the sale your existing property)?
- What is the settlement date, and has sufficient time been allowed between the satisfaction of all conditions and settlement date?



3. The Cooling Off Period

The majority of contracts in Queensland contain a statutory 5 day cooling off period within the standard terms of the contract.

This allows the Buyer 5 days to decide whether they will proceed with the contract.

Note: should you instruct us to cancel the contract during the cooling off period you must pay the Seller an amount of 0.25% of the purchase price, if required.

An example is for a \$500,000 purchase the .25% is equal to \$1,250.



4. Property Insurance

It is a contractual requirement that you must insure the property, as the risk of the property passes to you as the Buyer at 5pm on the first business after the date of your contract – not at settlement.

5. Payment of Deposit

As mentioned, there are generally two deposit payment dates:

- Upon signing of the contract.
- Balance of deposit upon the contract being confirmed unconditional.

You will be in breach of your contract if the deposit amounts are not paid on the due dates.

6. Finance

If your contract is subject to finance, you must make an application for finance as soon as possible to ensure that you can meet the finance date written in the contract.

Our recommendation would be to engage the services of a finance broker or bank to help you through the process.

If you require a referral for a broker please contact our office.

If it appears that you will not be able to satisfy the finance condition by the due date, you will need to contact us so we can request the appropriate extension of time from the Seller's Solicitor.

If your loan is going to include your stamp duty, transfer registration fees and legal costs, please advise your broker or bank of this.

7. Building & Pest and/or Pool Inspection Conditions

If your contract is subject to a building and pest and/or a pool safety inspection, you will need to arrange these inspections to meet the deadline dates specified in the contract.

Please get these booked as soon as possible to avoid any delay.

You should also make sure that the appointed Inspector goes through the report with you and explain things to you. If there are any issues raised within the report, then you will need to contact us as soon as possible.



8. Property Search Enquiries

There are many property searches which can be conducted on the property you are buying which are in addition to the standard title and plan search. On a basic residential property our recommendation is to complete the following searches:

- Land tax
- Council rates
- Water rates
- Bankruptcy search
- Personal Property Securities Register
- Pool Register
- Body Corporate Levies

Others may be applicable and these will need to be discussed directly with us.

9. Stamp Duty

Stamp duty is payable by you as Buyer to the Office of State Revenue on the purchase price stated in your contract.

Generally the stamp duty is due and payable 30 days from the date of the contract or 30 days from the date the contract becomes unconditional, but no later than settlement date.

We will confirm the amount of stamp duty due and payable as there will be variances based on whether:

- You are a first home Buyer.
- You are going to reside in the property.
- The property is vacant land and you will be building and residing there within 12 months.
- The property is an investment.



10. Pre-settlement Inspection

You are entitled to complete a pre-settlement inspection prior to settlement to ensure that the property is in the same condition as it was at the date of the contract.

Please arrange this directly through the real estate agent at least 1-2 days prior to settlement date.

If there are any issues, please notify us immediately.



11. Your Contribution of Settlement Funds

Prior to settlement we will provide you with a settlement statement showing the amount required to effect settlement. This statement will be inclusive of your proportion of rates adjustments, professional fees & property search enquiries fees, stamp duty plus transfer registration fees.

If you are a cash Buyer we will request the funds to be deposited to our trust account by telegraphic transfer. This guarantees the funds are cleared funds in our trust account. In the event you deposit these funds by bank cheque then you must allow 3 days clearance before we can draw cheques for settlement.

If you are obtaining finance to complete your purchase, then generally the bank will arrange for you to sign an authority to debit the shortfall at settlement from your nominated bank account. It is your responsibility to ensure you have funds available on the day of settlement.

In circumstances when you have your funds in a different account from the bank providing finance, then we will request the balance of settlement funds directly from you.

12. Settlement Day

We will book and attend settlement on your behalf on the due date. You are not required to attend settlement.

Once settlement has been completed we shall notify you and the Agent, and request the Seller's Solicitor to authorise release of the keys and any devices to the property.

For your reference the majority of settlements take place after 2pm on a business day. So if you are using the services of a removalist book them to deliver later in the afternoon.

13. Rating Authorities

As part of our service, we ensure that the rating authorities are advised of the change of ownership to the property. This includes council, water authority and body corporate, if applicable.

However, we are not able to assist with the connection of gas, power and internet services.

14. Safety Switch, Smoke Alarms and Pool Safety Certificate

It will be your responsibility to ensure your new home has a compliant safety switch, smoke alarm and pool safety certificate (if applicable) within 90 days of the settlement date, if these are not already installed in the property.



15. Protecting Your Assets

Now that you have a new place to call home, it is important to protect your assets. Contact our office to discuss preparation of your Wills and safe guard your family.



Now where to from here?

Right now you could be in one of several positions about buying a property. From here you may like to talk further with us to understand how to protect your legal rights and we certainly welcome your call.

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