REIACT
REAL ESTATE INSTITUTE
OF THE AUSTRALIAN CAPITAL TERRITORY

STANDARDS OF BUSINESS PRACTICE

REAL ESTATE INSTITUTE
OF THE AUSTRALIAN CAPITAL TERRITORY

PART A
INTRODUCTION

1. OBJECTIVE

1.1. The objective of the Standards is to promote the accountability of Members in carrying on business in the real estate industry in the Australian Capital Territory.

1.2. The objective is to be achieved by:

(a) setting standards for Members in dealing with each other and with the public that surpass statutory requirements; and

(b) establishing principles for fair trading by Members in real estate practice.

2. APPLICATION OF THE STANDARDS

2.1. The Standards apply to all Members and any Agent employed by a Member.

2.2. Members must provide a copy of the Standards to each Agent employed by that Member and take all reasonable steps to:

(a) educate and train each Agent in relation to the Standards; and

(b) ensure compliance by each Agent with the Standards.

2.3. If an Agent employed by a Member breaches the Standards, that breach will constitute a breach by the Member of the Standards.

2.4. The Standards complement and are in addition to any code or rules of conduct imposed by law, including but not limited to Schedule 8 of the Regulations.

2.5. If a conflict arises between the Standards and any relevant law, the relevant law prevails to the extent of the inconsistency.

3. AVAILABILITY OF STANDARDS

Members must make the Standards available for inspection by a client of the Member upon request.

PART B

GENERAL STANDARDS

4. GENERAL CONDUCT

4.1. Members must comply with all relevant codes, laws and regulations applying from time to time.

4.2. Members must conduct their dealings with all other parties:

(a) according to principles of honesty and fairness;

(b) in a way consistent with good agency practice; and

(c) in a manner that is consistent with the public interest.

4.3. Members must provide a skilled and conscientious service, in conformity with standards of competence that are reasonably expected in the specific real estate discipline in which the Member engages.

4.4. Members must take all reasonable steps to be informed as to current market conditions so they can:

(a) advise their clients appropriately; and

(b) assist clients in a responsible and professional manner.

4.5.Members must take out and maintain professional indemnity insurance as appropriate for the nature and size of the Member's business.

4.6.Members must not advertise properties or services without identifying the Member's office and, where applicable, the individual Member.

4.7.Members must verify the identity of their client and the client's authority to deal with property in accordance with all relevant codes, laws and regulations.

4.8.Members must act with care and diligence when dealing with an absentee Client by undertaking appropriate checks and searches of the Client to regularly verify the Client's identity.

5. RELATIONSHIP WITH REIACT

5.1. Members must:

(a) observe REIACT's Constitution and By-Laws;

(b) subject only to the Member's duty to a client, be open and frank in their dealings with REIACT;

(c) conduct their business in a manner which does not invite controversy or discredit the real estate industry or the reputation of REIACT;

(d) complete Continuing Professional Development (CPD) requirements as specified in the Constitution; and

(e) for all interactions the Member has with REIACT, act in a calm, professional and respectful manner.

6. RELATIONSHIP WITH COMPETITORS

6.1. Members must treat each other, each Agent and their respective employees in a manner that does not disadvantage existing negotiations and with strict professional courtesy and integrity.

6.2. Members must not knowingly or recklessly make false or misleading statements about competitors, their businesses, or their business practices.

7. DISCRIMINATION

7.1. Members must not, in the course of their business, discriminate against a person on the grounds of their race, sex, marital status, pregnancy or any other characteristic where such discrimination is unlawful.

7.2. Members must ensure that they, Agents employed by the Member and their employees are familiar with and comply with the Psychosocial Code of Practice at all times.

8. SUPERVISION

8.1. Members must properly supervise all employees, including, but not limited to Agents, to ensure all work carried out in the business is conducted in accordance with the Standards and any applicable laws.

8.2. Members must ensure that any Agent in charge of a place of business holds and maintains a Class 1 property agent licence as required by the Act.

8.3. Members must not authorise an Agent to act beyond the scope of their licence class.

8.4. Members must not allow assistant property agents to perform tasks reserved for licensed agents, including but not limited to signing agency agreements or withdrawing trust money.

9. EXPRESSING AN OPINION ABOUT MARKET PRICE

9.1. A Member may only express an opinion about the market price of a property if they have reasonable

grounds for that opinion.

9.2. If the Member expresses an opinion about the market price of the property, the Member must:

(a) not act as a person's agent unless they have provided the person with a written statement of the material facts that the Member has taken into account in forming that opinion; and

(b) tell their client immediately if the Member considers the price of the property subsequently substantially alters from that opinion.

10. 'FREE' SERVICES

10.1. Members may use the term 'free' and similar terms in their advertising and in other representations provided that all terms governing the availability of the offered product or service are clearly disclosed or are readily available.

10.2. Members may use the term 'free' and similar terms if they expect to receive compensation from a source other than their client provided this is clearly disclosed.

10.3. Members must not offer gifts or items as being 'free' when the costs are disguised or otherwise incorporated in the selling price of the property.

11. SOLICITING

Members must not solicit or encourage any person who is a party to an existing and enforceable agency agreement with another Agent to terminate that agreement.

12. INTERFERING WITH ANOTHER AGENT'S APPOINTMENT

12.1. A Member must not interfere in any way with an Agent's appointment unless they have good cause to believe that the appointment was not procured in good faith or was procured in contravention of the Act.

12.2. If a Member believes that an appointment was not procured in good faith or was procured in contravention of the Act, they must advise the person who is a party to that agreement in writing and recommend that the person seek independent legal advice.

13. DISCLOSURE OF SERVICES

13.1. At the earliest practicable time, a Member must disclose to their client, in writing:

(a) the extent of the services being offered by the Member; and

(b) the commission or other fees payable to the Member in relation to the provision of those services.

13.2. If the Member offers the client different service options (for example, different marketing packages or levels of service) the Member must:

(a) clearly explain the difference between the services and the fees and charges applicable to each; and

(b) ensure that the client understands the services and fees and charges.

13.3. If the Member offers a client additional services as part of a marketing package (for example, professional photography or advertising), the Member must disclose to the client:

(a) the extent of those additional services and the additional fees applicable to each;

(b) whether the additional services are provided by the Member or by a third party; and

(c) if the additional services are provided by a third party, whether the Member receives any commission, rebate, discount or other benefit from that third party for referring the client.

13.4. If a Member uses a third party to provide a service that the Member has included in a marketing package, the Member must ensure that the third party is appropriately qualified and licensed to provide that service.

13.5. If the Member receives any commission, rebate, discount or other benefit from a third party for referring a client, the Member must advise the client of the amount or value of that benefit

13.6. Members must disclose any beneficial interest, or intended acquisition of beneficial interest, in land the Member is marketing or managing, and in accordance with the Act.

14. COMPENSATION FROM MULTIPLE PARTIES

14.1. A Member must not accept compensation from more than one party to a transaction without the written consent of their existing client(s).

14.2. A Member must comply with clause 14.1 even if contrary conduct is permitted by law.

15. DEALINGS TO BE CONDUCTED THROUGH AGENT

15.1. A Member must, when conducting any dealings concerning a property, have a written agreement with the owner of the property. Dealings include but are not limited to advertising the property and negotiating for the sale or rental of the property with a third party.

15.2. A Member may consent in writing to the property owner or a third party performing any action, task or dealing under the written agreement with the owner of a property.

16. COMMUNICATIONS ON BEHALF OF CLIENT

16.1. Members must not, in any communication with another person on behalf of a client:

(a) represent that anything is true which the Member knows, or reasonably believes, is untrue; or

(b) make any statement that is calculated to mislead, threaten or intimidate the other person, and which grossly exceeds the legitimate assertion of the rights or entitlements of their client.

17. CONJUNCTIONAL SALES

17.1. Members may conjunct on properties with other agents, unless a client has given written instructions to the contrary.

17.2. Conjunctional arrangements must be evidenced in writing and specify:

(a) the amount or rate of commission; and

(b) the percentage split,

that would be paid if the property were to be sold at the listed or reserve price.

18. PRIOR INTRODUCTIONS

18.1. Subject to clauses 18.2 and 18.3, where a Member:

(a) is or becomes aware that a prospective buyer has inspected a property with another Agent; and

(b) subsequently inspects the same property with the prospective buyer,

the Member must take reasonable steps to establish the status of any negotiations between the Agent, the prospective buyer and the prospective seller.

18.2. If the Member establishes that negotiations are on foot between the other Agent, the prospective buyer and the prospective seller, the Member must not negotiate with the prospective buyer in relation to the property and must inform the prospective buyer that they are to continue to negotiate with the other Agent in relation to that property.

18.3. If a Member establishes that negotiations are no longer on foot between the other Agent, the prospective buyer and the prospective seller, the Member must record this fact in writing and advise the prospective buyer that the other Agent may still be entitled to commission if the property is subsequently purchased by the prospective buyer.

19. AGREEMENTS TO BE IN WRITING

19.1. Members must ensure that agreements regarding real estate transactions are:

(a) in writing;

(b) in clear and understandable language; and

(c) express the specific terms, conditions, obligations and commitments of the parties to the agreement.

19.2. A copy of each final agreement must be furnished to each party upon their signing or initialing and must be dealt with in accordance with the instructions of the parties involved.

20. FALSE OR MISLEADING CONDUCT

20.1. Members must not engage in any conduct which is misleading or deceptive or is likely to mislead or deceive.

20.2. Members must not make false or misleading representations about properties, including:

(a) the reasonable values of those properties;

(b) the features of those properties; or

(c) any other matter material to the sale, purchase or lease of the property.

20.3. Members must ensure a true representation of the property is provided in all advertising.

20.4. All representations made by a Member regarding the description of a property, including the property's

features, fixtures and characteristics, must:

(a) be true; and

(b) not amount to express or implied representations that are false.

20.5. Members must ensure all advertising, including on digital platforms and social media, complies with the Australian Consumer Law and the Act, and incorporate clear disclaimers, truthful images, and substantiated pricing claims.

21. PHOTOGRAPHIC REPRESENTATION

21.1. Members must not alter or permit to be altered photographic images of properties, digitally or by other means, such that the images no longer truthfully and fairly represent that property.

21.2. Members must identify lifestyle photographs as such.

21.3. Members must ensure all advertising, including on digital platforms and social media, complies with the Australian Consumer Law and the Act, including clear disclaimers, truthful images, and substantiated pricing claims.

22. UNCONSCIONABLE CONDUCT

22.1. Members must ensure they do not engage or participate in any harsh or unconscionable conduct when marketing, selling, renting or leasing properties.

22.2. Members must not withhold maintenance requests unreasonably. If a client declines a repair that may breach the tenancy agreement, the Member must advise the client in writing of the possible consequences and recommend that the client seek legal advice.

23. PROPERTY CHARACTERISTICS MUST BE FULLY DISCLOSED

23.1. Members must ensure that all their contracts with clients require open and honest disclosure by the client and the Member about all known or reasonably suspected risks associated with the property.

23.2. Members must, in all dealings with clients and third parties interested in purchasing or leasing the property, fully and frankly disclose:

(a) any known or reasonably suspected risks associated with the property; and/or

(b) any stigmas attaching to the property.

23.3. For the purposes of subclause 23.2(b) stigmas include but are not limited to the following:

(a) major crimes occurring on or at the property;

(b) activities occurring on the property which pose, or may reasonably be expected to pose, a health or safety risk; and

(c) the occurrence of any activity or event which a reasonable person would consider as being material to their considerations to purchase or rent property.

23.4. In complying with their obligations under this clause 23, Members must:

(a) exercise due diligence to identify the presence of the risk or stigma;

(b) fully and frankly disclose to all parties the presence of the risk or stigma; and

if acting for an owner, encourage the owner to procure an assessment of the risk and recommend that the owner disclose the assessment to any prospective buyer or tenant.

23.5. In determining whether a Member has exercised due diligence in accordance with subclause 23.4, the following may be considered:

(a) whether the Member familiarised themselves with thedocuments present on building files and contracts of sale for the property;

(b) whether the Member requested their client to disclose the existence of any risk or stigma;

(c) the nature of the stigma; and

(d) the age and nature of the property.

PART C
ADVERTISING AND PRICING INTEGRITY

24. PROPERTY TO BE ADVERTISED AT AGREED PRICE

24.1. The advertised or offered price of a property must:

(a) be agreed in writing by the seller or lessor; and

(b) not be unlawful.

24.2. Members must conduct all advertising for rental properties in line with the scope of authority confirmed by the client in the management agreement

25. PRICE RANGING

25.1. Members must ensure that the use of price range marketing does not mislead or deceive as to the:

(a) price at which the sellers are prepared to sell the property;

(b) price at which the sellers have instructed the agent to sell the property;

(c) price at which the Member believes the property will be sold for; or

(d) market price of the property.

25.2. Members should be aware that the Australian Consumer Law requires adequate and appropriate disclosure at all times of all relevant price information.

25.3. The following conduct is likely to constitute misleading and deceptive conduct under the Australian Consumer Law:

(a) advertising or quoting a price significantly less than market value;

(b) over-quoting the market value of the property to obtain a listing; or

(c) under-quoting the selling price to attract a buyer.

26. BAIT ADVERTISING

Members must not engage in bait-advertising.

27. SIGNS

27.1. Members must comply with local government regulations regarding signs, in particular the Moveable Signed Code of Practice.

27.2. Members must not place any sign giving notice of a property for sale, rent, lease or exchange on a property without the property owner's consent.

27.3. Members must not interfere with another agent's sign.

28. OPEN LISTINGS

28.1. Subject to clause 28.2, Members are free to:

(a) enter into contractual relationships; or

(b) negotiate with,

any person who has not entered already entered into an exclusive agreement with another Agent in relation to property.

28.2. Members must not require a person to pay more than one commission except with that person's informed written consent.

29. PROPERTY NOT TO BE ADVERTISED WITHOUT CONSENT OF SELLER

29.1. A Member must not advertise a property if the owner of the property to be advertised has requested such advertising be restricted.

29.2. A Member must not disclose the sale price of a property if the seller of the property directs them not to.

PART D

COMPLIANCE AND ETHICAL STANDARDS

30. PROPERTY NOT TO BE USED FOR UNLAWFUL PURPOSES

A Member must not knowingly permit any property for which they hold a management authority to be used for an unlawful purposes.

31. TENANTS' RIGHTS TO BE RESPECTED

31.1. Members must act consistently with the law and the terms and conditions of any property management agreement and competently manage the property of clients with due regard for the rights, safety and health of tenants and other persons lawfully entering the premises.

31.2. Members must:

(a) take all reasonable steps to conduct final inspections in the presence of the tenant; and

(b) ensure tenants are treated fairly in all matters involving access, notice, repairs, and bond administration.

32. OFFERS

32.1. Subject to clause 32.2, Members must immediately convey to their clients all expressions of interest and offers relating to a property whether they are written or oral.

32.2. Members are not required to comply with clause 32.1 if the Member has been provided with contrary written instructions by their client.

32.3. In tenancy matters, Members must disclose all relevant tenancy offers and rental applications to the client and act according to the agreed terms in the management agreement.

33. SOLD SIGNS

33.1. The Member who is the listing agent may claim to have 'sold' the property.

33.2. No other Member can claim to have "sold" the property.

34. TRUST ACCOUNT AND FINANCIAL OBLIGATIONS

Members must comply with all trust account obligations prescribed under the Act, including timely notification of overdrawn accounts, regular reconciliation, and compliance with audit provisions.

PART E
BUYERS AGENTS

35. APPLICATION OF BUYERS AGENTS STANDARDS

35.1. The following standards apply to Members who act as buyers agents, representing the interests of purchasers in real estate transactions.

35.2. The following standards are in addition to all other obligations contained in the Standards.

36. BUYER AGENCY AGREEMENTS

36.1. Members acting as buyers agents must enter into a written agreement with the buyer that clearly specifies:

(a) the nature and scope of services to be provided;

(b) the geographic area and property types covered;

(c) the duration of the agreement;

(d) the fee structure and payment terms, including whether the fee is fixed, percentage-based, or otherwise calculated;

(e) whether the agreement is exclusive or non-exclusive;

(f) the Member's obligations regarding property searches, inspections, due diligence, and negotiations;

(g) any circumstances where the agreement may be terminated; and

(h) any potential or actual conflicts of interest.

36.2. Members must provide the buyer with a copy of the signed agreement immediately upon execution.

37. DISCLOSURE OF CONFLICTS OF INTEREST

37.1. Members acting as buyers agents must disclose in writing to their buyer client any:

(a) financial interest, direct or indirect, that the Member has in any property being considered by the buyer;

(b) relationship with the selling agent, vendor, or any other party to the transaction that may influence the Member's advice or conduct;

(c) commission, referral fee, rebate, or any other financial benefit the Member receives or expects to receive from any party other than the buyer client; and

(d) dual agency arrangements, which are prohibited unless the buyer provides informed written consent after full disclosure of the implications.

37.2. Such disclosures must be made as soon as the Member becomes aware of the conflict and before the buyer makes any commitment regarding the property.

38. BUYER REPRESENTATION AND BEST INTERESTS

38.1. Members acting as buyers agents must act solely in the best interests of their buyer client and must not:

(a) represent or appear to represent the interests of the seller;

(b) accept or seek compensation from the seller or selling agent without the buyer's informed written consent;

(c) disclose the buyer's financial position, motivation, or circumstances to the seller or selling agent without the buyer's express written consent;

(d) disclose the maximum price the buyer is willing to pay to any party other than as authorized by the buyer; or

(e) encourage the buyer to purchase a property primarily to benefit the Member's financial interests.

38.2. Members must provide objective advice based on the buyer's stated needs, preferences, and financial capacity.

39. DUE DILIGENCE AND PROPERTY INFORMATION

39.1. Members acting as buyers agents must:

(a) conduct reasonable inquiries and due diligence regarding properties being considered by the buyer;

(b) advise the buyer to obtain independent professional advice including building and pest inspections, legal advice, and financial advice where appropriate;

(c) disclose to the buyer any material information known to the Member regarding the property, including defects, encumbrances, or other matters

that may affect the buyer's decision;

(d) not misrepresent or conceal information about a property; and

(e) verify information provided by sellers or selling agents where reasonably possible.

39.2.Members must document advice given to buyers regarding the need for professional inspections and searches.

40. PRICE GUIDANCE AND VALUATIONS

40.1. Members acting as buyers agents must not provide opinions on property values or appropriate purchase prices unless they have reasonable grounds and comparable evidence to support such opinions.

40.2. Members must clearly distinguish between:

(a) market appraisals or valuations (which should be obtained from qualified valuers);

(b) the Member's professional opinion based on market knowledge and comparable sales; and

(c) the asking price or price expectations of the seller.

41. BIDDING AND NEGOTIATIONS

41.1. When representing a buyer at auction or in negotiations, Members must:

(a) act on clear written instructions from the buyer regarding price limits and bidding strategy;

(b) not make bids or make offers beyond the buyer's authorised limit without express permission from the buyer;

(c) clearly identify themselves as acting on behalf of a buyer;

(d) not engage in dummy bidding or any practice designed to artificially inflate price; and

(e) accurately convey all offers and counter-offers between parties.

41.2. Members must maintain contemporaneous records of all instructions received from buyers regarding offers and negotiations.

42. RECORD KEEPING FOR BUYER AGENCY

42.1. Members acting as buyers agents must maintain comprehensive records, which must include, amongst other things

(a) a copy of the signed agency agreements;

(b) property search criteria and instructions;

(c) property inspected and presented to the buyer;

(d) any advice provided to the buyer;

(e) a record of all offers made and negotiations conducted;

(f) all disclosures made to the buyer; and

(g) all communications with the buyer, sellers, and selling agents.

42.2. Records must be retained in accordance with the Act and must be made available to the buyer upon reasonable request.

PART F

STRATA MANAGEMENT

43. APPLICATION OF STRATA MANAGEMENT STANDARDS

43.1. The following standards apply to Members who provide strata management services to owners corporations under the UTMA.

43.2. These standards are in addition to all other obligations contained in the Standards, the Act, and the UTMA.

44. STRATA MANAGEMENT AGREEMENTS

44.1. Members providing strata management services must enter into a written management agreement with the owners corporation that clearly specifies:

(a) the services to be provided and any services specifically excluded;

(b) the term of the agreement and conditions for renewal or termination;

(c) the fees payable, including management fees, administration fees, and any additional charges;

(d) the Member's authority to incur expenditure on behalf of the owners corporation and any financial limits;

(e) insurance requirements and indemnities;

(f) reporting and communication obligations;

(g) record keeping and document access requirements; and

(h) a dispute resolution procedures.

44.2. Members must ensure the management agreement is approved by the owners corporation in accordance with the UTMA before carrying out any work on behalf of the Owners Corporation.

45. FIDUCIARY DUTIES AND CONFLICTS OF INTEREST

45.1. Members providing strata management services owe fiduciary duties to the owners corporation and must:

(a) act in the best interests of the owners corporation at all times;

(b) avoid conflicts of interest or, where unavoidable, disclose them fully to the owners corporation;

(c) not profit from their position except as agreed in the management agreement;

(d) maintain confidentiality of the owners corporation's information; and

(e) exercise powers and duties in good faith and for proper purposes.

45.2. Members must disclose in writing to the owners corporation any:

(a) financial interest in suppliers, contractors, or service providers engaged by the owners corporation;

(b) commission, rebate, or financial benefit received from third parties in connection with the management; and

(c) Related party transactions involving the Member, the Member's associates, or related entities.

45.3. Members must obtain written approval from the owners corporation before engaging related parties or parties in which the Member has a financial interest.

46. FINANCIAL MANAGEMENT AND TRUST ACCOUNTING

46.1. Members providing strata management services must:

(a) comply with all trust account obligations under the Act;

(b) maintain separate accounts for each owners corporation unless otherwise authorised;

(c) ensure all levies and other funds collected are deposited into the appropriate trust account promptly;

(d) not withdraw funds from trust accounts except as authorised by the owners corporation or required by law;

(e) provide regular financial statements and bank reconciliations to the owners corporation;

(f) ensure annual budgets are prepared and presented for approval in accordance with the UTMA; and

(g) maintain adequate financial controls and segregation of duties.

46.2. Members must immediately notify the owners corporation of any trust account irregularities, shortfalls, or unauthorised withdrawals.

47. RECORD KEEPING AND REGISTERS

47.1. Members providing strata management services must maintain accurate and up-to-date records including:

(a) the owners corporation register showing unit entitlements, owner details, and contact information;

(b) minutes of all general meetings and executive committee meetings;

(c) financial records including income, expenditure, levies, and arrears;

(d) a copy of the management agreement, by-laws, and unit titles documentation;

(e) building and maintenance records including contracts, warranties, and service schedules;

(f) insurance policies and claims history;

(g) correspondence with owners, tenants, contractors, and regulatory authorities; and

(h) record of defects, complaints, and disputes.

47.2. Members must ensure records are accessible to executive committee members and owners as required by the UTMA.

47.3. Members must retain records in accordance with the Act and must provide copies to the owners corporation or successor manager upon termination of the management agreement.

48. MEETINGS AND COMMUNICATIONS

48.1. Members providing strata management services must:

(a) provide proper notice of general meetings and executive committee meetings in accordance with the UTMA;

(b) prepare accurate agendas and supporting documentation;

(c) attend meetings when reasonably requested by the owners corporation;

(d) prepare and distribute minutes within the timeframes required by the UTMA;

(e) implement decisions made by the owners corporation and executive committee promptly;

(f) respond to reasonable inquiries from owners and executive committee members within a reasonable timeframe; and

(g) communicate clearly, professionally, and respectfully with all owners and occupiers.

49. MAINTENANCE AND CONTRACTOR MANAGEMENT

49.1. Members providing strata management services must:

(a) implement and monitor maintenance programs for common property;

(b) obtain competitive quotes for significant works unless otherwise directed by the owners corporation;

(c) ensure contractors are appropriately licensed, insured, and qualified;

(d) supervise contractors to ensure work is completed to an acceptable standard;

(e) advice the owners corporation promptly of urgent or major repairs required;

(f) maintain records of all maintenance and repairs conducted; and

(g) monitor contractor performance and address deficiencies.

49.2. Members must not engage contractors or service providers without appropriate authority from the owners corporation and must ensure expenditure is within approved budgets or authorised limits.

50. INSURANCE AND RISK MANAGEMENT

50.1. Members providing strata management services must:

(a) ensure the owners corporation maintains adequate building and public liability insurance as required by the UTMA;

(b) review insurance coverage annually and advise

the owners corporation of any gaps or deficiencies;

(c) lodge insurance claims promptly when required;

(d) maintain records of insurance policies, claims, and correspondence with insurers; and

(e) advise the owners and the executive committee of risk management issues affecting the common property.

51. COMPLIANCE AND PROFESSIONAL OBLIGATIONS

51.1. Members providing strata management services must uphold the highest standards of professional conduct and strictly adhere to all relevant legislative and regulatory requirements. This commitment ensures transparent, ethical, and effective management of owners corporations, safeguarding the interests of all stakeholders. Compliance extends beyond mere legal adherence, encompassing a dedication to continuous improvement and industry best practices.

51.2. Members must comply with all provisions of the UTMA, associated regulations, and any other relevant legislation governing strata and community management. This includes understanding amendments and implementing changes promptly.

51.3. Members must undertake continuous professional development to maintain and enhance knowledge, skills, and ethical standards pertinent to strata management. Keep abreast of industry trends, legal changes, and best practices.

51.4. Members must maintain strict confidentiality of sensitive information pertaining to owners corporations, individual owners, and their properties. Ensure compliance with all privacy legislation in handling personal data.

51.5. Members must engage in fair and timely resolution of disputes, mediating conflicts between owners, or between owners and the owners corporation, in accordance with established procedures and legal frameworks.

51.6. A proactive approach to these obligations is essential for building trust and ensuring the long-term sustainability and harmony within strata communities.

51.7. Members providing strata management services must:

(a) maintain current knowledge of the requirements set out under the UTMA and related legislation;

(b) ensure the owners corporation complies with statutory obligations including annual returns, building safety requirements, and record keeping

(c) advise the owners corporation of legislative changes affecting their obligations;

(d) maintain appropriate professional indemnity insurance; and

(e) participate in continuing professional development relevant to strata management.

51.8. Members must not provide legal advice but must recommend that the owners corporation obtain legal advice when appropriate.

52. TERMINATION AND HANDOVER

52.1. Upon termination of a strata management agreement, Members must:

(a) provide reasonable cooperation to facilitate a smooth transition to a new manager or self-management;

(b) provide a complete handover of all records, documents, keys, and property in the Member's possession within a reasonable timeframe;

(c) provide final financial statements and reconciliations;

(d) transfer all funds held in trust to the owners corporation or successor manager; and

(e) respond to reasonable requests for information or clarification from the owners corporation or successor manager.

52.2. Members must not withhold records or property due to fee disputes, except as permitted by law.

PART G
AUCTIONS

53. APPLICATION OF AUCTION STANDARDS TO MEMBERS

53.1. The following clauses relating to the conduct of auctions apply to:

(a) all Member Individuals who conduct an auction as auctioneer; and

(b) any Member who engages an auctioneer to conduct an auction on their behalf.

54. ADVERTISING FOR SALE BY AUCTION

54.1. Members must not advertise a property as being for sale by auction unless:

(a) there is intended to be a genuine auction; and

(b) a written auction authority form nominating a specific date for the auction has been executed by or on behalf of the seller.

55. TERMS AND CONDITIONS OF AUCTION

Members must make the terms and conditions under which the sale of the property will be undertaken available for inspection prior to the auction, including but not limited to any terms or rules set out under the Act.

56. PROPERTIES SOLD PRIOR TO AUCTION OR WITHDRAWN FROM AUCTION

56.1. Members must make a reasonable attempt to inform all interested parties if a property is:

(a) withdrawn from auction; or

(b) sold prior to auction.

57. SELLER BIDS AT RESIDENTIAL AUCTIONS

57.1. If the seller of a residential property at auction has reserved the right for the auctioneer to make one (1) bid on behalf of the seller:

(a) the Member must state this in the auction terms and conditions;

(b) the auctioneer must announce, prior to commencement of bidding for a property, that the seller has reserved this right; and

(c) the auctioneer must clearly announce when making the bid that the bid is made by the auctioneer on the seller's behalf (for example, by stating "seller bid").

58. SELLER BIDS AT NON-RESIDENTIAL AUCTIONS

58.1. If the seller of a non-residential property at auction has reserved the right for the auctioneer to make bids on behalf of the seller:

(a) the Member must state this in the auction terms and conditions;

(b) the auctioneer must announce, prior to commencement of bidding for a property, that the seller has reserved this right; and

(c) the auctioneer must clearly announce when making a bid that the bid is made by the auctioneer on the seller's behalf (for example, by stating "seller bid").

59. BIDDING ON BEHALF OF BUYER

59.1. A Member must not bid on behalf of a buyer at an auction unless:

(a) the Member holds a written authority to bid from the buyer; and

(b) the buyer has been given a copy of the auction terms and conditions.

60. BIDS TO BE CLEARLY STATED

An auctioneer must state each bid clearly and audibly and identify the bidder.

61. ANNOUNCEMENT IMMEDIATELY PRIOR TO SALE

61.1. Immediately prior to the sale of a property by auction, the auctioneer must announce to the crowd:

(a) that the property is about to be sold;

(b) if there is a reserve price, that the property has reached or passed the reserve price.

62. RECORD OF BIDS

62.1. An auctioneer must keep a written record of all bids made at an auction, including:

(a) the amount of each bid;

(b) the identity of the bidder for each bid; and

(c) whether any bid was a seller bid.

PART H
BREACH OF STANDARDS

63. ALLEGED BREACHES

63.1. Members must promptly report any alleged breaches of the Standards by another Member to REIACT, specifying the particulars of any alleged breach in writing together with originals or copies of any relevant documents.

63.2. Members must not knowingly or recklessly file false or unfounded complaints.

63.3. If a Member is requested to cooperate in any way in connection with a disciplinary investigation or proceeding pertaining to alleged unethical practice, the Member must place all pertinent facts before the Tribunal.

63.4. Members are reminded that conduct breaches may also constitute grounds for occupational discipline under the Act. Members must notify the Commissioner for Fair Trading if aware of any conduct that may constitute a serious breach.

64. HANDOVER AND COOPERATION

Where management of a property is transferred to another agent, Members must cooperate fully in providing relevant documentation and access to ensure a smooth transition.

PART I
ANTI-MONEY LAUNDERING AND COUNTER-TERRORISM FINANCING

65. AML/CTF RESPONSIBILITIES

Members must familiarise themselves with and comply with obligations under the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) as it applies to real estate transactions, including customer due diligence, reporting obligations, and recordkeeping.

PART J
A.I.

66. USE OF AI

66.1. Members acknowledge that AI tools are not a replacement for professional judgement.

66.2. Members must ensure they do not mislead or deceive any other person, even if inadvertently, through the use of AI.

66.3. Members must, before disclosing, using or otherwise relying on any material generated by AI or from an AI tool, verify the accuracy and validity of that material.

PART K
DEFINITIONS

67. For the purpose of the Standards, the following terms have their corresponding meaning:

Act means the Agents Act 2003 (ACT) and associated Regulations as amended, replaced or varied from time to time

Agent means a person licenced under the Act as a real estate agent or registered under the Act as a real estate salesperson.

By-Laws means any by-laws or rules implemented by REIACT.

Client means a person who appoints a Member to perform an activity mentioned in the Act.

Constitution means the Constitution of REIACT.

Member means a business or person whose name is entered in the Register as a Member of REIACT. Movable Signs Code of Practice means the Public Unleased Land (Moveable Signed) Code of Practice 2023 adopted under the Public Unleased Land Act 2013 (ACT).

Psychosocial Code of Practice means the Work Health and Safety (Managing Psychosocial Hazards at Work) Code of Practice 2024 as varied from time to time.

Register means the register of Members kept and managed by REIACT.

Regulations means Agents Regulation 2003.

REIACT means the Real Estate Institute of the Australian Capital Territory Limited.

Standards means this document setting out the standards to which Members must abide by as a condition of membership with REIACT.

Tribunal means, in relation to a breach of the Standards by a Member, any tribunal formed pursuant to any By-Laws and in relation to any breach of a law, regulation or code, the ACT Civil and Administrative Tribunal.

UTMA means the Unit Titles (Management) Act 2011 (ACT).

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