

# Seller disclosure statement



Queensland  
Government

Property Law Act 2023 section 99

Form 2, Version 1 | Effective from: 1 August 2025

**WARNING TO BUYER** – This statement contains important legal and other information about the property offered for sale. You should read and satisfy yourself of the information in this statement before signing a contract. You are advised to seek legal advice before signing this form. You should not assume you can terminate the contract after signing if you are not satisfied with the information in this statement.

**WARNING** – You must be given this statement before you sign the contract for the sale of the property.

## This statement does not include information about:

- » flooding or other natural hazard history
- » structural soundness of the building or pest infestation
- » current or historical use of the property
- » current or past building or development approvals for the property
- » limits imposed by planning laws on the use of the land
- » services that are or may be connected to the property
- » the presence of asbestos within buildings or improvements on the property.

You are encouraged to make your own inquiries about these matters before signing a contract. You may not be able to terminate the contract if these matters are discovered after you sign.

## Part 1 – Seller and property details

Seller Jorgen Lonberg Nielsen and Susanne Gisela Nielsen

Property address 26 Biella Court, Leichhardt QLD 4305

(referred to as the  
"property" in this  
statement)

Lot or plan description Lot 30 on SP 219220

Community titles scheme or BUGTA scheme: Is the property part of a community titles scheme or a BUGTA scheme:

Yes

No

*If Yes, refer to Part 6 of this statement for additional information*

*If No, please disregard Part 6 of this statement as it does not need to be completed*

## Part 2 – Title details, encumbrances and residential tenancy or rooming accommodation agreement

### Title details

The seller gives or has given the buyer the following—

A title search for the property issued under the *Land Title Act 1994* showing interests registered under that Act for the property.  Yes

A copy of the plan of survey registered for the property.  Yes

**Registered encumbrances**

Registered encumbrances, if any, are recorded on the title search, and may affect your use of the property. Examples include easements, statutory covenants, leases and mortgages.

You should seek legal advice about your rights and obligations before signing the contract.

**Unregistered encumbrances (excluding statutory encumbrances)**

There are encumbrances not registered on the title that will continue  **Yes**  **No** to affect the property after **settlement**.

**Note**—If the property is part of a community titles scheme or a BUGTA scheme it may be subject to and have the benefit of statutory easements that are **NOT** required to be disclosed.

**Unregistered lease (if applicable)**

If the unregistered encumbrance is an unregistered lease, the details of the agreement are as follows:

- » the start and end day of the term of the lease:
- » the amount of rent and bond payable:
- » whether the lease has an option to renew:

**Other unregistered agreement in writing (if applicable)**

If the unregistered encumbrance is created by an agreement in writing, and is not an unregistered lease, a copy of the agreement is given, together with relevant plans, if any.  **Yes**

**Unregistered oral agreement (if applicable)**

If the unregistered encumbrance is created by an oral agreement, and is not an unregistered lease, the details of the agreement are as follows:

**Statutory encumbrances**

There are statutory encumbrances that affect the property.  **Yes**  **No**

*If Yes, the details of any statutory encumbrances are as follows:*

**Residential tenancy or rooming accommodation agreement**

The property has been subject to a residential tenancy agreement or a rooming accommodation agreement under the *Residential Tenancies and Rooming Accommodation Act 2008* during the last 12 months.  **Yes**  **No**

If **Yes**, when was the rent for the premises or each of the residents' rooms last increased? (*Insert date of the most recent rent increase for the premises or rooms*) 09/11/2025

**Note**—Under the *Residential Tenancies and Rooming Accommodation Act 2008* the rent for a residential premises may not be increased earlier than 12 months after the last rent increase for the premises.

As the owner of the property, you may need to provide evidence of the day of the last rent increase. You should ask the seller to provide this evidence to you prior to settlement.

## Part 3 – Land use, planning and environment

**WARNING TO BUYER** – You may not have any rights if the current or proposed use of the property is not lawful under the local planning scheme. You can obtain further information about any planning and development restrictions applicable to the lot, including in relation to short-term letting, from the relevant local government.

**Zoning** The zoning of the property is (*Insert zoning under the planning scheme, the Economic Development Act 2012; the Integrated Resort Development Act 1987; the Mixed Use Development Act 1993; the State Development and Public Works Organisation Act 1971 or the Sanctuary Cove Resort Act 1985, as applicable*):

Residential low density

**Transport proposals and resumptions** The lot is affected by a notice issued by a Commonwealth, State or local government entity and given to the seller about a transport infrastructure proposal\* to: locate transport infrastructure on the property; or alter the dimensions of the property.  Yes  No

The lot is affected by a notice of intention to resume the property or any part of the property.  Yes  No

*If Yes, a copy of the notice, order, proposal or correspondence must be given by the seller.*

\* *Transport infrastructure* has the meaning defined in the *Transport Infrastructure Act 1994*. A *proposal* means a resolution or adoption by some official process to establish plans or options that will physically affect the property.

**Contamination and environmental protection** The property is recorded on the Environmental Management Register or the Contaminated Land Register under the *Environmental Protection Act 1994*.  Yes  No

**The following notices are, or have been, given:**

A notice under section 408(2) of the *Environmental Protection Act 1994* (for example, land is contaminated, show cause notice, requirement for site investigation, clean up notice or site management plan).  Yes  No

A notice under section 369C(2) of the *Environmental Protection Act 1994* (the property is a place or business to which an environmental enforcement order applies).  Yes  No

A notice under section 347(2) of the *Environmental Protection Act 1994* (the property is a place or business to which a prescribed transitional environmental program applies).  Yes  No

**Trees** There is a tree order or application under the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011* affecting the property.  Yes  No

*If Yes, a copy of the order or application must be given by the seller.*

**Heritage** The property is affected by the *Queensland Heritage Act 1992* or is included in the World Heritage List under the *Environment Protection and Biodiversity Conservation Act 1999* (Cwth).  Yes  No

**Flooding** Information about whether the property is affected by flooding or another natural hazard or within a natural hazard overlay can be obtained from the relevant local government and you should make your own enquires. Flood information for the property may also be available at the [FloodCheck Queensland](#) portal or the [Australian Flood Risk Information](#) portal.

**Vegetation, habitats and protected plants** Information about vegetation clearing, koala habitats and other restrictions on development of the land that may apply can be obtained from the relevant State government agency.

## Part 4 – Buildings and structures

**WARNING TO BUYER** – The seller does not warrant the structural soundness of the buildings or improvements on the property, or that the buildings on the property have the required approval, or that there is no pest infestation affecting the property. You should engage a licensed building inspector or an appropriately qualified engineer, builder or pest inspector to inspect the property and provide a report and also undertake searches to determine whether buildings and improvements on the property have the required approvals.

<b>Swimming pool</b>	There is a relevant pool for the property.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	If a community titles scheme or a BUGTA scheme – a shared pool is located in the scheme.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	Pool compliance certificate is given.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	OR		
	Notice of no pool safety certificate is given.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>Unlicensed building work under owner builder permit</b>	Building work was carried out on the property under an owner builder permit in the last 6 years.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	<i>A notice under section 47 of the Queensland Building and Construction Commission Act 1991 must be given by the seller and you may be required to sign the notice and return it to the seller prior to signing the contract.</i>		
<b>Notices and orders</b>	There is an unsatisfied show cause notice or enforcement notice under the <i>Building Act 1975</i> , section 246AG, 247 or 248 or under the <i>Planning Act 2016</i> , section 167 or 168.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	The seller has been given a notice or order, that remains in effect, from a local, State or Commonwealth government, a court or tribunal, or other competent authority, requiring work to be done or money to be spent in relation to the property.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	<i>If Yes, a copy of the notice or order must be given by the seller.</i>		
<b>Building Energy Efficiency Certificate</b>	If the property is a commercial office building of more than 1,000m <sup>2</sup> , a Building Energy Efficiency Certificate is available on the Building Energy Efficiency Register.		
<b>Asbestos</b>	The seller does not warrant whether asbestos is present within buildings or improvements on the property. Buildings or improvements built before 1990 may contain asbestos. Asbestos containing materials (ACM) may have been used up until the early 2000s. Asbestos or ACM may become dangerous when damaged, disturbed, or deteriorating. Information about asbestos is available at the Queensland Government Asbestos Website ( <a href="http://asbestos.qld.gov.au">asbestos.qld.gov.au</a> ) including common locations of asbestos and other practical guidance for homeowners.		

## Part 5 – Rates and services

**WARNING TO BUYER** – The amount of charges imposed on you may be different to the amount imposed on the seller.

### Rates

#### Whichever of the following applies—

The total amount payable\* for all rates and charges (without any discount) for the property as stated in the most recent rate notice is:

Amount: \$638.65

Date Range: 01/04/2026 - 30/06/2026

OR

The property is currently a rates exempt lot.\*\*

OR

The property is not rates exempt but no separate assessment of rates   
is issued by a local government for the property.

\*Concessions: A local government may grant a concession for rates. The concession will not pass to you as buyer unless you meet the criteria in section 120 of the *Local Government Regulation 2012* or section 112 of the *City of Brisbane Regulation 2012*.

\*\* An exemption for rates applies to particular entities. The exemption will not pass to you as buyer unless you meet the criteria in section 93 of the *Local Government Act 2009* or section 95 of the *City of Brisbane Act 2010*.

### Water

#### Whichever of the following applies—

The total amount payable as charges for water services for the property as indicated in the most recent water services notice\* is:

Amount: \$225.67

Date Range: 20/01/2026 - 14/04/2026

OR

There is no separate water services notice issued for the lot; however, an estimate of the total amount payable for water services is:

Amount:

Date Range:

\* A water services notices means a notice of water charges issued by a water service provider under the *Water Supply (Safety and Reliability) Act 2008*.

## Part 6 – Community titles schemes and BUGTA schemes

(If the property is part of a community titles scheme or a BUGTA scheme this Part must be completed)

**WARNING TO BUYER** – If the property is part of a community titles scheme or a BUGTA scheme and you purchase the property, you will become a member of the body corporate for the scheme with the right to participate in significant decisions about the scheme and you will be required to pay contributions towards the body corporate’s expenses in managing the scheme. You will also be required to comply with the by-laws. By-laws will regulate your use of common property and the lot.

For more information about living in a body corporate and your rights and obligations, contact the Office of the Commissioner for Body Corporate and Community Management.

**Body Corporate and Community Management Act 1997**      **The property is included in a community titles scheme.**       **Yes**       **No**  
(If Yes, complete the information below)

**Community Management Statement**      A copy of the most recent community management statement for the scheme as recorded under the *Land Title Act 1994* or another Act is given to the buyer.       **Yes**

**Note**—If the property is part of a community titles scheme, the community management statement for the scheme contains important information about the rights and obligations of owners of lots in the scheme including matters such as lot entitlements, by-laws and exclusive use areas.

**Body Corporate Certificate**      A copy of a body corporate certificate for the lot under the *Body Corporate and Community Management Act 1997*, section 205(4) is given to the buyer.       **Yes**       **No**

**If No**— An explanatory statement is given to the buyer that states:       **Yes**

- » a copy of a body corporate certificate for the lot is not attached; and
- » the reasons under section 6 of the *Property Law Regulation 2024* why the seller has not been able to obtain a copy of the body corporate certificate for the lot.

**Statutory Warranties**      **Statutory Warranties**—If you enter into a contract, you will have implied warranties under the *Body Corporate and Community Management Act 1997* relating to matters such as latent or patent defects in common property or body corporate assets; any actual, expected or contingent financial liabilities that are not part of the normal operating costs; and any circumstances in relation to the affairs of the body corporate that will materially prejudice you as owner of the property. There will be further disclosure about warranties in the contract.

**Building Units and Group Titles Act 1980**      **The property is included in a BUGTA scheme**       **Yes**       **No**  
(If Yes, complete the information below)

**Body Corporate Certificate**      A copy of a body corporate certificate for the lot under the *Building Units and Group Titles Act 1980*, section 40AA(1) is given to the buyer.       **Yes**       **No**

**If No**— An explanatory statement is given to the buyer that states:       **Yes**

- » a copy of a body corporate certificate for the lot is not attached; and
- » the reasons under section 7 of the *Property Law Regulation 2024* why the seller has not been able to obtain a copy of the body corporate certificate for the lot.

**Note**—If the property is part of a BUGTA scheme, you will be subject to by-laws approved by the body corporate and other by-laws that regulate your use of the property and common property.

## Signatures – SELLER

DocuSigned by:  
*Jorgen Nielsen*  
Signature of seller

Jorgen Lonberg Nielsen  
Name of seller

5/13/2026  
Date

DocuSigned by:  
*Susanne Nielsen*  
Signature of seller

Susanne Gisela Nielsen  
Name of seller

5/14/2026  
Date

## Signatures – BUYER

**By signing this disclosure statement the buyer acknowledges receipt of this disclosure statement before entering into a contract with the seller for the sale of the lot.**

Signature of buyer

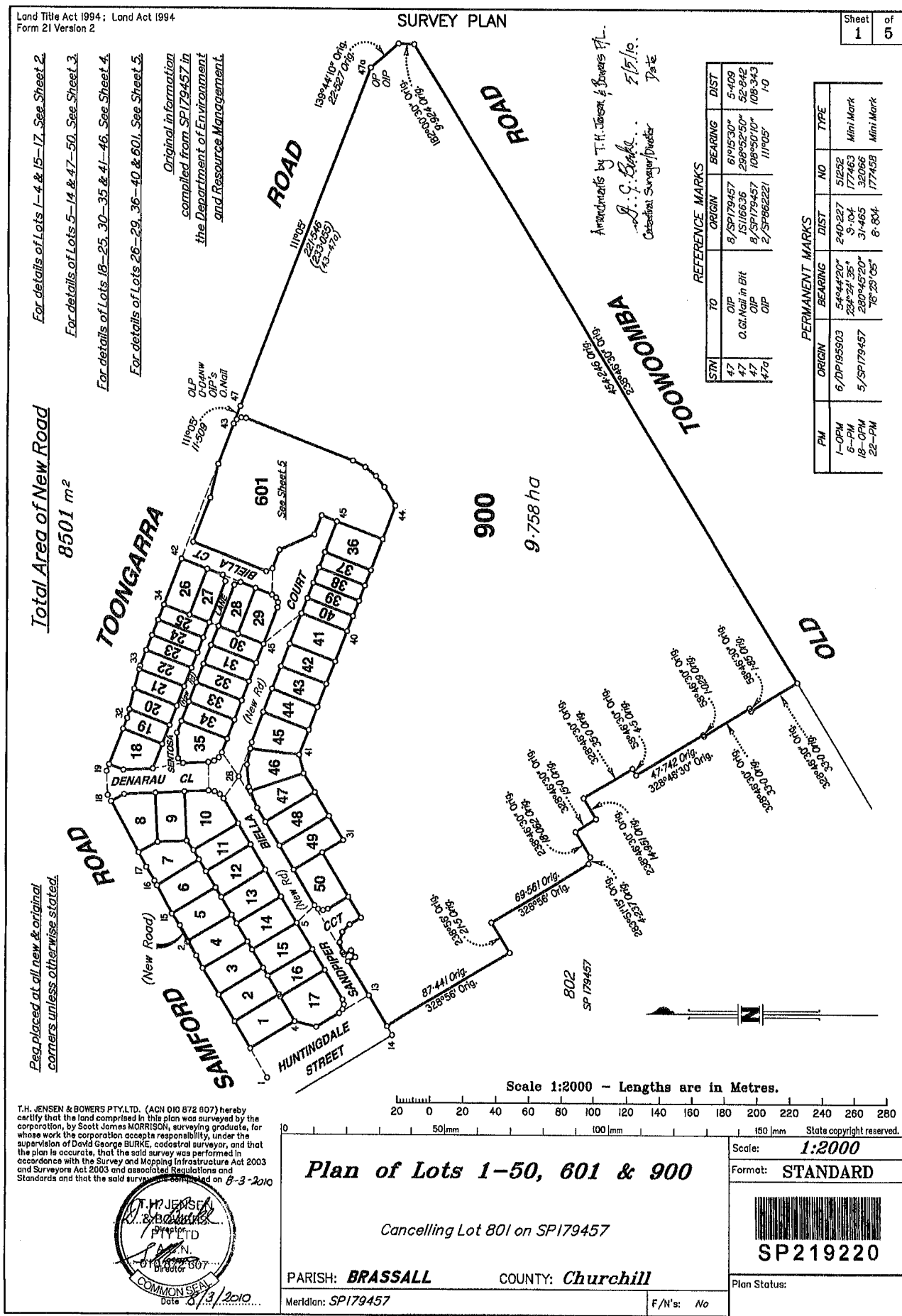
Name of buyer

Date

Signature of buyer

Name of buyer

Date



**WARNING : Folded or Mutilated Plans will not be accepted.  
Plans may be rolled.  
Information may not be placed in the outer margins.**

**713228658**

**BE 400 NT**

\$4075.10  
12/05/2010 14:47

Registered

5. Lodged by

*Nicholsons Solicitors*  
6PO Box 454  
BRISBANE QLD 4001  
Tel: 07 3226 3944 Ref: PLB-EJB:  
Lodger Code: 250A 45813  
(Include address, phone number, reference, and Lodger Code)

1. Certificate of Registered Owners or Lessees.

I/We KILCOR PROPERTY GROUP (NO.2) PTY LTD  
A.C.N. 131 296 707

(Names in full)

\* as Registered Owners of this land agree to this plan and dedicate the Public Use Land as shown hereon in accordance with Section 50 of the Land Title Act 1994.

~~\* as Lessees of this land agree to this plan.~~

Signature of \*Registered Owners \*Lessees

Kilcor Property Group (No.2) Pty Ltd ACN 131 296 707 by its duly appointed attorney, Terence James Kilmartin, under Instrument 713052443.

\* Rule out whichever is inapplicable

2. Local Government Approval.

\* IPSWICH CITY COUNCIL  
hereby approves this plan in accordance with the:  
% **INTEGRATED PLANNING ACT 1997**

Dated this 7th day of MAY 2010

*J. Yalage* #

Authorised Local  
Government Officer

\* Insert the name of the Local Government. % Insert Integrated Planning Act 1997 or  
# Insert designation of signatory or delegation Local Government (Planning & Environment) Act 1990

3. Plans with Community Management Statement :

CMS Number :  
Name :

4. References :

Dept File :  
Local Govt : 2162102  
Surveyor : 6035

6. Existing

Title Reference	Lot	Plan	Created	Emts	Road
50771308	801	SP179457	1-50, 601 & 900	-	New Rd

MORTGAGE ALLOCATION

Mortgage	Lots Fully Encumbered	Lots Partially Encumbered
712869994	1-50, 601 & 900	_____

ADMINISTRATIVE ADVICES

Dealing No.	Lots Fully Encumbered	Lots Partially Encumbered
<del>710679719</del>	<del>1-50, 601 &amp; 900</del>	_____
<del>71692485</del>	<del>1-50, 601 &amp; 900</del>	_____

1-50, 601 & 900	Por. IBV
Lots	Orig

7. Portion Allocation :

a. Map Reference :  
9442-42111

9. Locality :  
LEICHHARDT

10. Local Government :  
IPSWICH CITY COUNCIL

11. Passed & Endorsed :

By: T.H. Jensen & Bowers Pty.Ltd.  
Date: 8/9/10 5/5/10  
Signed: D.G. Burke D.G. Burke  
Designation: Cadastral Surveyor

12. Building Format Plans only.

I certify that :  
\* As far as it is practical to determine, no part of the building shown on this plan encroaches onto adjoining lots or roads.  
\* Part of the building shown on this plan encroaches onto adjoining \* lots and road

Cadastral Surveyor/Director \* Date  
~~\* Delete words not required~~

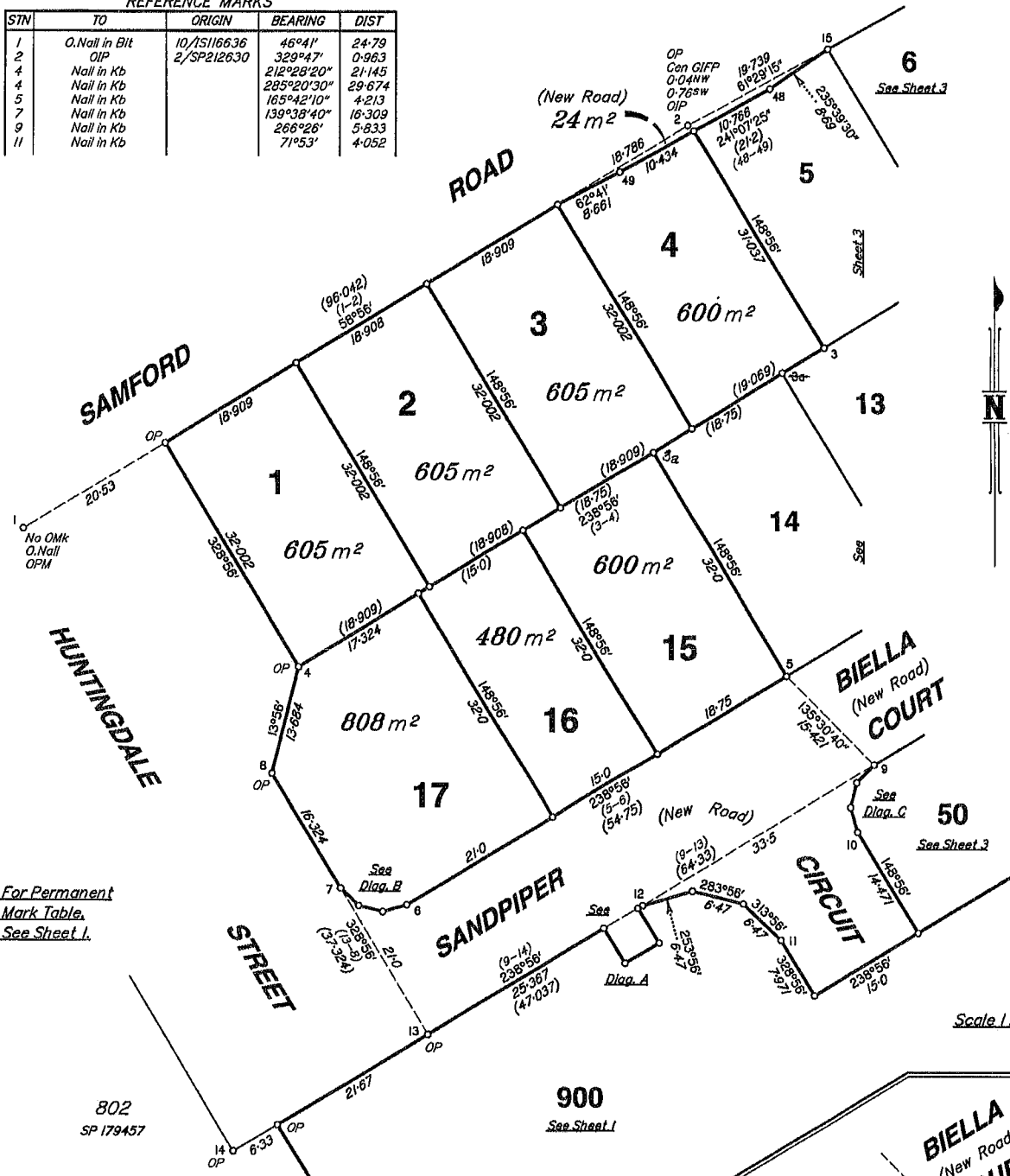
13. Lodgement Fees :

Survey Deposit \$ .....  
Lodgement \$ .....  
..... New Titles \$ .....  
Photocopy \$ .....  
Postage \$ .....  
TOTAL \$ .....

14. Insert Plan Number  
**SP219220**

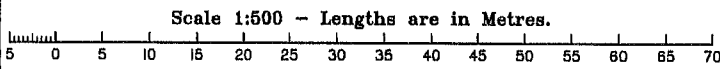
REFERENCE MARKS

STN	TO	ORIGIN	BEARING	DIST
1	O.Nail in Bit	10/AS116636	46°41'	24.79
2	OIP	2/SP212630	329°47'	0.963
4	Nail in Kb		212°28'20"	21.145
4	Nail in Kb		285°20'30"	29.674
5	Nail in Kb		165°42'10"	4.213
7	Nail in Kb		130°38'40"	16.309
9	Nail in Kb		266°26'	5.833
11	Nail in Kb		71°53'	4.052



For Permanent  
Mark Table,  
See Sheet 1.

Scale 1:500



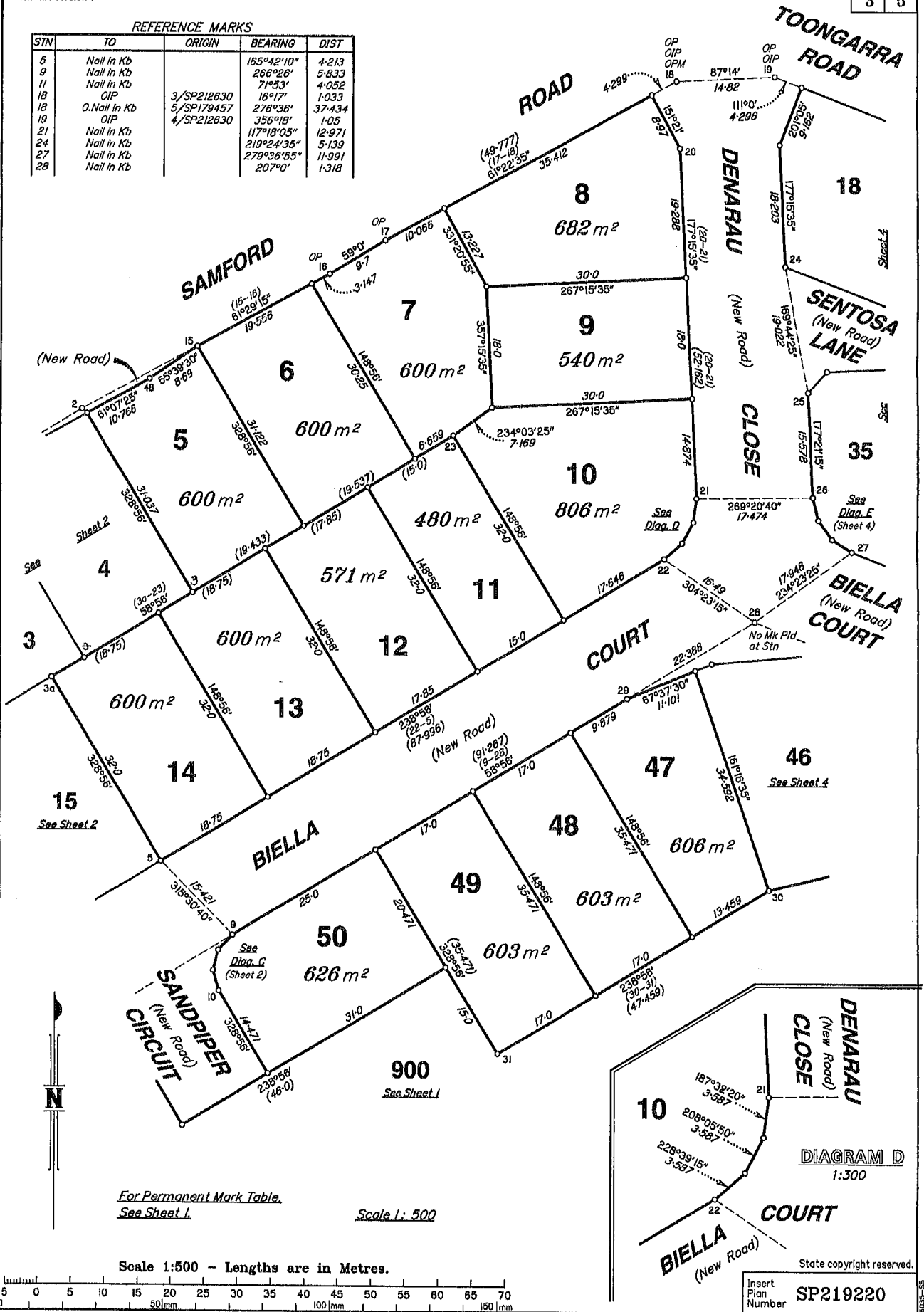
State copyright reserved.

Insert Plan Number SP219220



REFERENCE MARKS

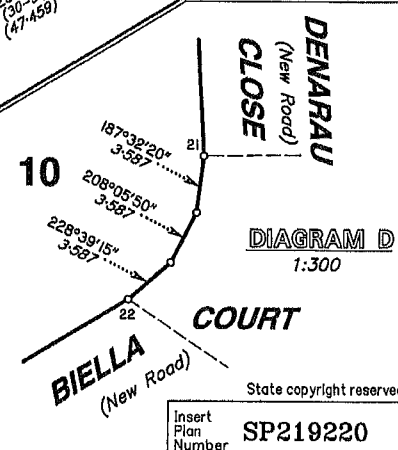
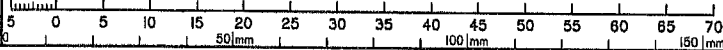
STN	TO	ORIGIN	BEARING	DIST
5	Nail In Kb		165°42'10"	4.213
9	Nail In Kb		266°26'	5.833
11	Nail In Kb		71°53'	4.052
18	OIP	3/SP212630	16°17'	1.033
18	O.Nail In Kb	5/SP179457	276°36'	37.434
19	OIP	4/SP212630	356°18'	1.05
21	Nail In Kb		117°18'05"	12.971
24	Nail In Kb		210°24'35"	5.139
27	Nail In Kb		279°36'55"	11.991
28	Nail In Kb		207°0'	1.318



For Permanent Mark Table.  
See Sheet 1.

Scale 1:500

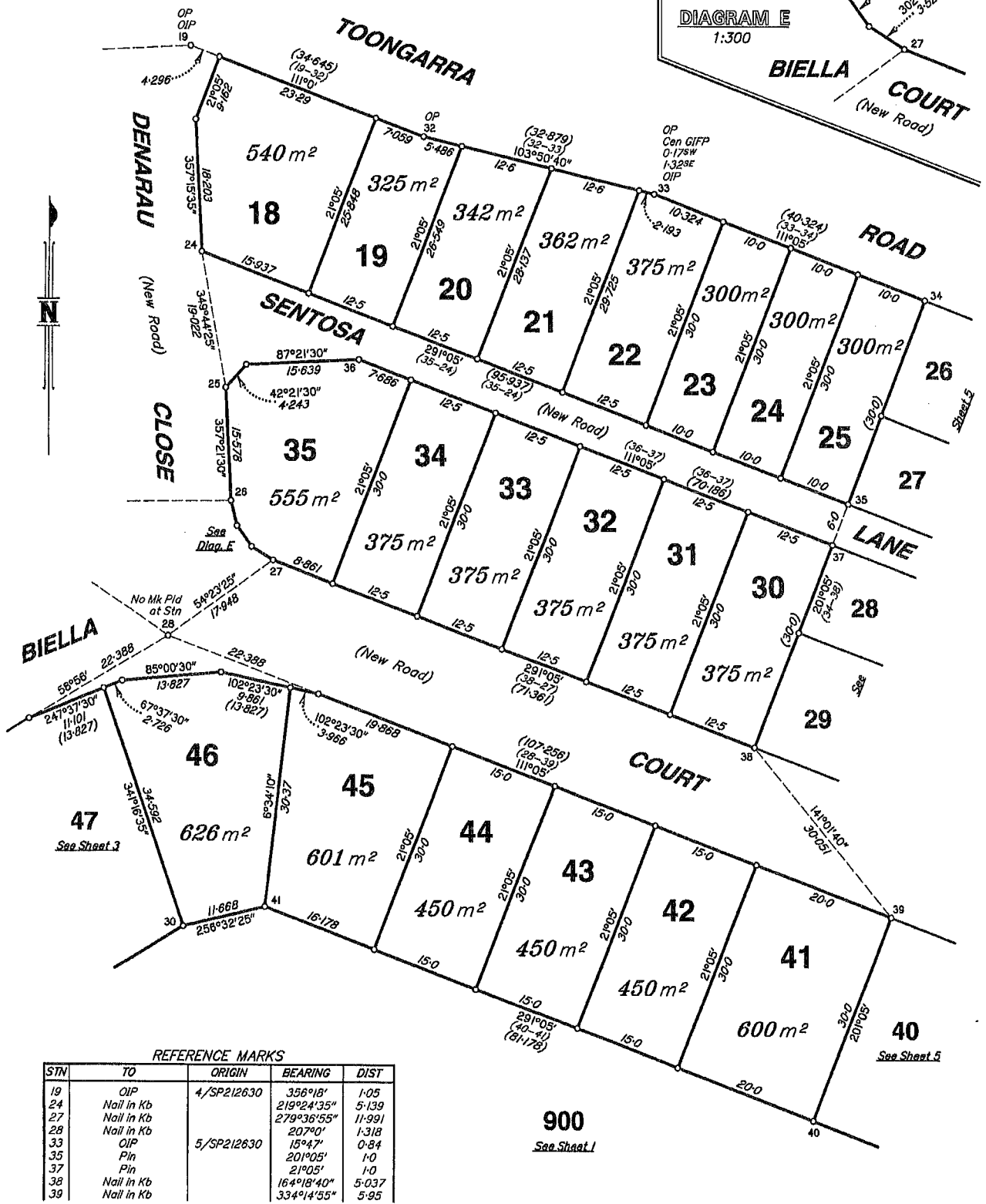
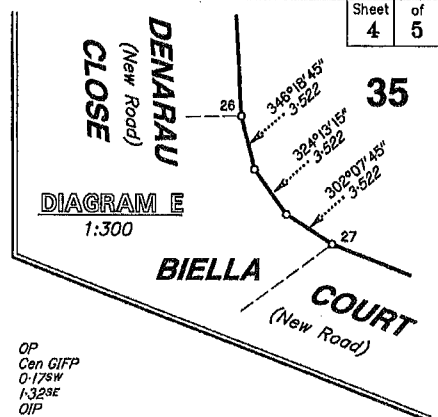
Scale 1:500 - Lengths are in Metres.



State copyright reserved.  
Insert Plan Number SP219220

For Permanent Mark Table  
See Sheet 1.

Scale 1: 500

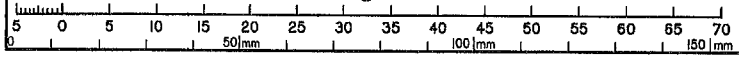


REFERENCE MARKS

STN	TO	ORIGIN	BEARING	DIST
19	OIP	4/SP212630	356°18'	1.05
24	Nail in Kb		219°24'35"	5.139
27	Nail in Kb		279°36'55"	11.991
28	Nail in Kb		207°0'	1.318
33	OIP	5/SP212630	15°47'	0.84
35	Pin		201°05'	1.0
37	Pin		21°05'	1.0
38	Nail in Kb		164°18'40"	5.037
39	Nail in Kb		334°14'55"	5.95

900  
See Sheet 1

Scale 1:500 - Lengths are in Metres.



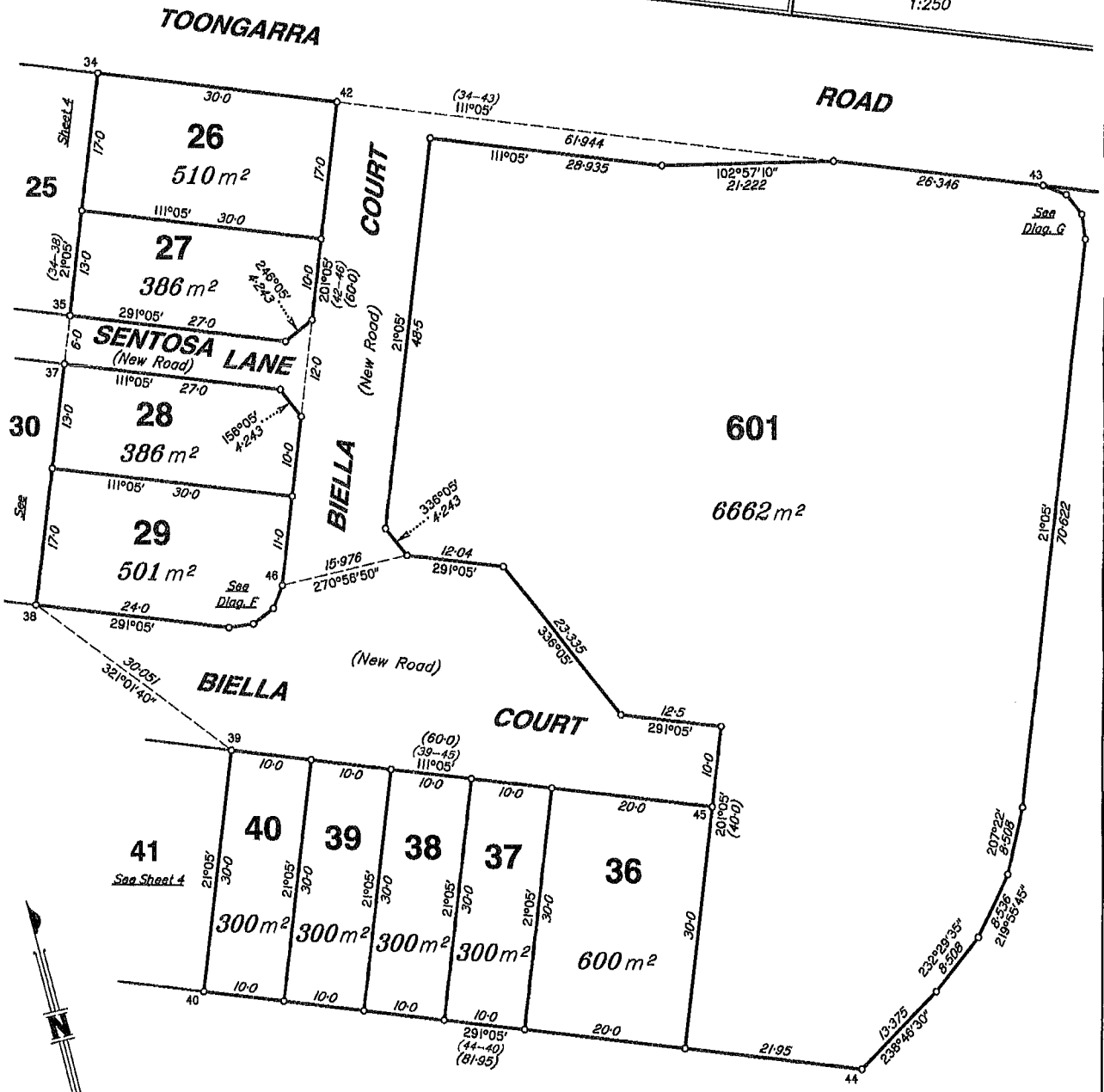
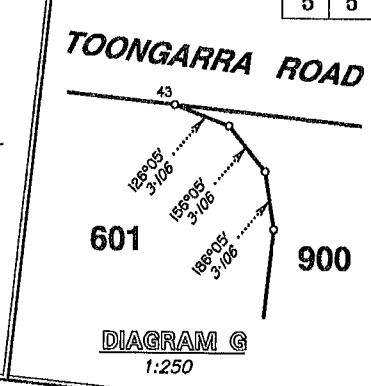
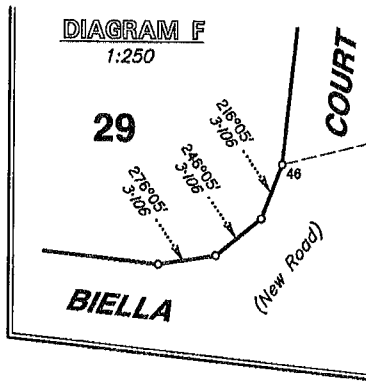
State copyright reserved.

Insert Plan Number  
**SP219220**

25-3020

REFERENCE MARKS

STN	TO	ORIGIN	BEARING	DIST
38	Nail in Kb		164°18'40"	5.037
39	Nail in Kb		334°14'55"	5.95
42	Pin		27°13'25"	2.567
46	Nail in Kb		153°45'15"	6.824

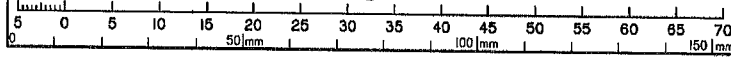


For Permanent Mark Table.  
See Sheet 1.

900  
See Sheet 1

Scale 1: 500

Scale 1:500 - Lengths are in Metres.



State copyright reserved.

Insert Plan Number **SP219220**

Queensland Titles Registry Pty Ltd  
ABN 23 648 568 101

Title Reference:	50810224	Search Date:	13/05/2026 11:11
Date Title Created:	14/05/2010	Request No:	56112657
Previous Title:	50771308		

**ESTATE AND LAND**

Estate in Fee Simple

LOT 30 SURVEY PLAN 219220  
Local Government: IPSWICH

**REGISTERED OWNER**

Dealing No: 717845944 17/02/2017

JORGEN LONBERG NIELSEN  
SUSANNE GISELA KAETHE NIELSEN JOINT TENANTS

**EASEMENTS, ENCUMBRANCES AND INTERESTS**

1. Rights and interests reserved to the Crown by  
Deed of Grant No. 10710200 (POR 18V)
2. MORTGAGE No 717845945 17/02/2017 at 09:05  
WESTPAC BANKING CORPORATION A.B.N. 33 007 457 141

**ADMINISTRATIVE ADVICES**

NIL

**UNREGISTERED DEALINGS**

NIL

Caution - Charges do not necessarily appear in order of priority

\*\* End of Current Title Search \*\*

# General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008



## Part 1 Tenancy details

**Item 1**

### 1.1 Lessor

Name/trading name SCENIC RIM PTY LTD T/A CROWNE REAL ESTATE

Address

PO BOX 2114 NORTH IPSWICH  
 SHOP 7B RIVERLINK SHOPPING CENTRE QLD Postcode 4306

1.2 Phone

07 3288 8411

Mobile

0410013112

Email

rentals2@crowne realestate.com.au

**Item 2**

### 2.1 Tenant/s

1. Full name/s Wendy Boag  
 Phone 0417529060 Email wboag73@hotmail.com  
 Emergency contact full name/s Adam Boag  
 Emergency contact phone 0417529060  
 Emergency contact email aboag@live.com

2. Full name/s Adam Boag  
 Phone 0417443938 Email aboag@live.com  
 Emergency contact full name/s Wendy Boag  
 Emergency contact phone 0417539060  
 Emergency contact email Wboag73@hotmail.com

3. Full name/s Shari-Louise Turner  
 Phone 0497943227 Email sharilouise17@gmail.com  
 Emergency contact full name/s  
 Emergency contact phone  
 Emergency contact email

### 2.2 Address for service (if different from address of the premises in item 5.1) Attach a separate list

**Item 3**

### 3.1 Agent If applicable. See clause 43

Full name/trading name SCENIC RIM PTY LTD T/A CROWNE REAL ESTATE

Address

Shop 7b Riverlink Shopping Centre Cnr Downs Street & The Terrace  
 North Ipswich QLD Postcode 4305

3.2 Phone

07 3288 8411

Mobile

0400554082

Email

rentals@crowne realestate.com.au



# General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008



**Item 4** Notices may be given to

(Indicate if the email is different from item 1, 2 or 3 above)

**4.1 Lessor**

Email Yes  No  [ ] Facsimile Yes  No  [ ]

**4.2 Tenant/s**

Email Yes  No  wboag73@hotmail.com Facsimile Yes  No  [ ]

**4.3 Agent**

Email Yes  No  rentals3@crowne realestate.com.au Facsimile Yes  No  07 3288 8499

**Item 5** 5.1 Address of the rental premises

26 Biella Ct  
Leichhardt QLD Postcode 4305

**5.2 Inclusions provided.** For example, furniture or other household goods let with the premises. Attach list if necessary

AS PER ENTRY CONDITION REPORT

**5.3 Details of current repair orders for the rental premises or inclusions**

[ ]

**Item 6** 6.1 The term of the agreement is  fixed term agreement  periodic agreement

6.2 Starting on 09 / 11 / 2025 6.3 Ending on 09 / 11 / 2026

Fixed term agreements only. For continuation of tenancy agreement, see clause 6

**Item 7** Rent \$ 550.00 per  week  fortnight  month See clause 8(1)

**Item 8** Rent must be paid on the DUE DATE day of each WEEK  
Insert day. See clause 8(2) Insert week, fortnight or month

**Item 9** Methods of rent payment Insert the ways the rent must be paid. See clause 8(3)(a)

Method 1 INTERNET TRANSFER, DIRECT DEBIT, DIRECT CREDIT, BANK CHEQUE OR MONEY ORDER, RECURRING PAYMENT  
Method 2 [ ]

Details for direct credit

BSB no. 064776 Bank/building society/credit union COMMONWEALTH BANK  
Account no. 1001 5005 Account name CROWNE REAL ESTATE TRUST ACCOUNT  
Payment reference [ ]

**Item 10** Place of rent payment Insert where the rent must be paid. See clause 8(6) to (8)

COMMONWEALTH BANK



**General tenancy agreement (Form 18a)**

Residential Tenancies and Rooming Accommodation Act 2008



**Item 10a Day of last rent increase** Insert the day the rent was last increased for the premises

09 / 11 / 2024

Note: The lessor/lessor's agent must not increase, or propose to increase, the rent payable by a tenant less than 12 months after the last rent increase for the residential premises. Rent increase requirements do not apply to exempt lessors. The Act provides definitions for an exempt lessor.

**Item 11 Rental bond amount** \$ 2,040.00 See clause 13

**Item 12 12.1 The services supplied to the premises for which the tenant must pay** See clause 16

Electricity  Yes  No Any other service that a tenant must pay  Yes  No  
 Gas  Yes  No Type INTERNET, FOXTEL, ALL OTHER SERVICE See special terms (page 11)  
 Phone  Yes  No

**12.2 Is the tenant to pay for water supplied to the premises** See clause 17

Yes  No

**Item 13 If the premises is not individually metered for a service under item 12.1, the apportionment of the cost of the service for which the tenant must pay.**

For example, insert the percentage of the total charge the tenant must pay. See clause 16(c)

Electricity 100% Any other service stated in item 12.1 100%  
 Gas 100% See special terms (page 11)  
 Phone 100%

**Item 14 How services must be paid for** Insert for each how the tenant must pay. See clause 16(d)

Electricity AS INVOICED BY PROVIDER  
 Gas AS INVOICED BY PROVIDER  
 Phone AS INVOICED BY PROVIDER  
 Any other service stated in item 12.1 AS INVOICED BY PROVIDER  
 See special terms (page 11)

**Item 15 Number of persons allowed to reside at the premises** 3 See clause 23

**Item 16 16.1 Are there any body corporate by-laws applicable to the occupation of the premises by a tenant?**  Yes  No See clause 22

**16.2 Has the tenant been given a copy of the relevant by-laws** See clause 22  Yes  No

**Item 17 The type and number of pets approved by the lessor to be kept at the premises** See clauses 33A to 33D

Type Cats Number 2 Type Number

**Item 18 18.1 Name and telephone number of the lessor's nominated repairer for each of the following repairs**

Electrical repairs SL Energy Group Phone 0435582329  
 Plumbing repairs BENS PLUMBING Phone 0499499519  
 Other repairs CROWNE REAL ESTATE Phone 07 3288 8411

**18.2 Are the nominated repairers the tenant's first point of contact for notifying the need for emergency repairs?** See clause 31(4)

Yes  
 No - please provide lessor contact details below

Name CROWNE REAL ESTATE Phone 07 3288 8411

## Part 2 Standard Terms

### Division 1 Preliminary

#### 1 Interpretation

In this agreement -

- (a) a reference to **the premises** includes a reference to any inclusions for the premises stated in this agreement for item 5.2; and
- (b) a reference to a numbered section is a reference to the section in the Act with that number; and
- (c) a reference to a numbered item is a reference to the item with that number in part 1; and
- (d) a reference to a numbered clause is a reference to the clause of this agreement with that number.

#### 2 Terms of a general tenancy agreement

- (1) This part states, under the *Residential Tenancies and Rooming Accommodation Act 2008 (the Act)*, section 55, the standard terms of a general tenancy agreement.
- (2) The Act also imposes duties on, and gives entitlements to, the lessor and tenant that are taken to be included as terms of this agreement.
- (3) The lessor and tenant may agree on other terms of this agreement (**special terms**).
- (4) A duty or entitlement under the Act overrides a standard term or special term if the term is inconsistent with the duty or entitlement.
- (5) A standard term overrides a special term if they are inconsistent.  
*Note* - Some breaches of this agreement may also be an offence under the Act, for example, if -
  - the lessor or the lessor's agent enters the premises in contravention of the rules of entry under sections 192 to 199; or
  - the tenant does not sign and return the condition report to the lessor or the lessor's agent under section 65.
- (6) In accordance with section 61 of the Act, a General Tenancy Agreement must include the day the rent for the premises was last increased, within the meaning of section 93, at the time the agreement is entered into. However, this does not apply if the lessor is an exempt lessor.

#### 3 More than 1 lessor or tenant

- (1) This clause applies if more than 1 person is named in this agreement for item 1 or 2.
- (2) Each lessor named in this agreement for item 1 must perform all of the lessor's obligations under this agreement.
- (3) Each tenant named in this agreement for item 2 -
  - (a) holds their interest in the tenancy as a tenant in common unless a special term states the tenants are joint tenants; and
  - (b) must perform all the tenant's obligations under this agreement.

### Division 2 Period of tenancy

#### 4 Start of tenancy

- (1) The tenancy starts on the day stated in this agreement for item 6.2.
- (2) However, if no day is stated or if the stated day is before the signing of this agreement, the tenancy starts when the tenant is or was given a right to occupy the premises.

#### 5 Entry condition report - s 65

- (1) The lessor must prepare, in the approved form, sign and give the tenant 1 copy of a condition report for the premises.
- (2) The copy must be given to the tenant on or before the day the tenant occupies the premises under this agreement.
- (3) The tenant must mark the copy of the report to show any parts the tenant disagrees with, and sign and return the copy to the lessor not later than 7 days after the later of the following days -
  - (a) the day the tenant occupies the premises;

- (b) the day the tenant is given the copy of the condition report.

*Note* - A well completed condition report can be very important to help the parties if there is a dispute about the condition of the premises when the tenancy started. For more information about condition reports, see the information statement.

- (4) After the copy of the condition report is returned to the lessor by the tenant, the lessor must copy the condition report and return it to the tenant within 14 days.
- (5) However, the lessor does not have to prepare a condition report for the premises if -
  - (a) this agreement has the effect of continuing the tenant's right to occupy the premises under an earlier residential tenancy agreement; and
  - (b) in accordance with the Act, a condition report was prepared for the premises for the earlier residential tenancy agreement.
- (6) If a condition report is not prepared for this agreement because subclause (5) applies, the condition report prepared for the earlier residential tenancy agreement is taken to be the condition report for this agreement.

#### 6 Continuation of fixed term agreement - s 70

- (1) This clause applies if -
  - (a) this agreement is a fixed term agreement; and
  - (b) none of the following notices are given, or agreements or applications made before the day the term ends (the **end day**) -
    - (i) a notice to leave;
    - (ii) a notice of intention to leave;
    - (iii) an abandonment termination notice;
    - (iv) a notice, agreement or application relating to the death of a sole tenant under section 277(7);
    - (v) a written agreement between the lessor and tenant to end the agreement.
- (2) This agreement, other than a term about this agreement's term, continues to apply after the end day on the basis that the tenant is holding over under a periodic agreement.  
*Note* - For more information about the notices, see the information statement.

#### 7 Costs apply to early ending of fixed term agreement - s 357A

- (1) This clause applies if -
  - (a) this agreement is a fixed term agreement; and
  - (b) the tenant ends this agreement before the term ends in a way not permitted under the Act.
- (2) The tenant must pay the reletting costs under section 357A(3).  
*Note* - For when the tenant may end this agreement early under the Act, see clause 36 and the information statement.
- (3) This clause does not apply if, after experiencing domestic violence, the tenant ends this agreement or the tenant's interest in this agreement under chapter 5, part 1, division 3, subdivision 2A of the Act.

## Division 3 Rent

### 8 When, how and where rent must be paid - ss 83 and 85

- (1) The tenant must pay the rent stated in this agreement for item 7.
- (2) The rent must be paid at the times stated in this agreement for item 8.
- (3) The rent must be paid -
  - (a) in a way stated in this agreement for item 9; or

*Note* - At least 2 ways for the tenant to pay the rent must be stated in this agreement. See section 83.

  - (b) in the way agreed after the signing of this agreement by -
    - (i) the lessor or tenant giving the other party a notice proposing the way; and
    - (ii) the other party agreeing to the proposal in writing; or
  - (c) if the lessor intends to change the way rent is paid to a way that is not stated in this agreement for item 9 and no way is agreed to after the signing of this agreement - in a way the lessor proposes by written notice to the tenant under section 84A.
- (4) The lessor must give the tenant written notice advising of the costs associated with the ways to pay rent offered to the tenant that the tenant would not reasonably be aware of if the lessor or lessor's agent knows or could reasonably be expected to find out about the costs.
- (5) Also, the lessor must declare any financial benefit the lessor or lessor's agent may receive if the tenant uses a particular way to pay rent.
- (6) The rent must be paid at the place stated in this agreement for item 10.
- (7) However, if, after the signing of this agreement, the lessor gives a notice to the tenant stating a different place for payment and the place is reasonable, the rent must be paid at the place while the notice is in force.
- (8) If no place is stated in this agreement for item 10 and there is no notice stating a place, the rent must be paid at an appropriate place.

*Examples of an appropriate place -*

- the lessor's address for service
- the lessor's agent's office

### 9 Rent in advance - s 87

The lessor may require the tenant to pay rent in advance only if the payment is not more than -

- (a) for a periodic agreement - 2 weeks rent; or
- (b) for a fixed term agreement - 1 month rent.

*Note* - Under section 87(2), the lessor or the lessor's agent must not require a payment of rent under this agreement in a period for which rent has already been paid.

### 10 Rent increases - ss 91 and 93

- (1) If the lessor proposes to increase the rent, the lessor must give notice of the proposal to the tenant.
- (2) The notice must state the amount of the increased rent and the day from when it is payable.
- (3) The day stated must not be earlier than the later of the following -
  - (a) 2 months after the notice is given;
  - (b) 12 months after the last rent increase for the premises under section 93.
- (4) Subject to an order of a tribunal, the increased rent is payable from the day stated in the notice, and this agreement is taken to be amended accordingly.

- (5) However, the increased rent is payable by the tenant only if -
  - (a) the rent is increased in compliance with this clause; and
  - (b) the increased rent is not payable before the end of the minimum period before the rent may be increased under section 93; and
  - (c) the increase in rent does not relate to -
    - (i) compliance of the premises or inclusions with the prescribed minimum housing standards; or
    - (ii) keeping a pet or working dog at the premises.
- (6) Also, if this agreement is a fixed term agreement, the rent may not be increased before the term ends unless -
  - (a) this agreement provides for the rent increase; and
  - (b) this agreement states the amount of the increase or how the amount of the increase is to be worked out; and
  - (c) the increase is made in compliance with the matters mentioned in paragraph (b).

### 11 Application to tribunal about excessive increase - s 92

- (1) After the lessor gives the tenant notice of a proposed rent increase, the tenant may apply to the tribunal for an order setting aside or reducing the increase if the tenant believes the increase -
  - (a) is excessive; or
  - (b) is not payable under clause 10.
- (2) However, the application must be made -
  - (a) within 30 days after the notice is received; and
  - (b) for a fixed term agreement - before the term ends.

### 12 Rent decreases - s 94

Under section 94, the rent may decrease in certain situations.

*Note* - For details of the situations, see the information statement.

## Division 4 Rental bond

### 13 Rental bond required - ss 111 and 116

- (1) If a rental bond is stated in this agreement for item 11, the tenant must pay to the lessor or the lessor's agent the rental bond amount -
  - (a) if a special term requires the bond to be paid at a stated time - at the stated time; or
  - (b) if a special term requires the bond to be paid by instalments - by instalments; or
  - (c) otherwise - when the tenant signs this agreement.

*Note* - There is a maximum bond that may be required. See section 146 and the information statement.
- (2) The lessor or the lessor's agent must, within 10 days of receiving the bond or a part of the bond, pay it to the authority and give the authority a notice, in the approved form, about the bond.
- (3) The bond is intended to be available to financially protect the lessor if the tenant breaches this agreement.

*Example* - The lessor may claim against the bond if the tenant does not leave the premises in the required condition at the end of the tenancy.

*Note* - For how to apply to the authority or a tribunal for the bond at the end of the tenancy, see the information statement and sections 125 to 141. Delay in applying may mean that payment is made on another application for payment.

### 14 Increase in bond - s 154

- (1) The tenant must increase the rental bond if -
  - (a) the rent increases and the lessor gives notice to the tenant to increase the bond; and
  - (b) the notice is given at least 11 months after -
    - (i) this agreement started; or
    - (ii) if the bond has been increased previously by a notice given under this clause - the day stated in the notice, or the last notice, for making the increase.

- (2) The notice must state the increased amount and the day by which the increase must be made.
- (3) For subclause (2), the day must be at least 1 month after the tenant is given the notice.

## Division 5 Outgoings

### 15 Outgoings - s 163

- (1) The lessor must pay all charges, levies, premiums, rates or taxes for the premises, other than a service charge.  
*Examples -*  
body corporate levies, council general rates, sewerage charges, environment levies, land tax
- (2) This clause does not apply if -
  - (a) the lessor is the State; and
  - (b) rent is not payable under the agreement; and
  - (c) the tenant is an entity receiving financial or other assistance from the State to supply rented accommodation to persons.

### 16 General service charges - ss 164 and 165

The tenant must pay a service charge, other than a water service charge, for a service supplied to the premises during the tenancy if -

- (a) the tenant enjoys or shares the benefit of the service; and
- (b) the service is stated in this agreement for item 12.1; and
- (c) either -
  - (i) the premises are individually metered for the service; or
  - (ii) this agreement states for item 13 how the tenant's apportionment of the cost of the service is to be worked out; and
- (d) this agreement states for item 14 how the tenant must pay for the service.

*Note -* Section 165(3) limits the amount the tenant must pay.

### 17 Water service charges - ss 164, 166 and 166A

- (1) The tenant must pay an amount for the water consumption charges for the premises if -
  - (a) the tenant is enjoying or sharing the benefit of a water service to the premises; and
  - (b) the premises are individually metered for the supply of water or water is supplied to the premises by delivery by means of a vehicle; and
  - (c) this agreement states for item 12.2 that the tenant must pay for water supplied to the premises.

*Note -* A water consumption charge does not include the amount of a water service charge that is a fixed charge for the water service.
- (2) However, the tenant does not have to pay an amount -
  - (a) that is more than the amount of the water consumption charges payable to the relevant water supplier; or
  - (b) that is a fixed charge for the water service to the premises.
- (3) Also, the tenant does not have to pay an amount for a reasonable quantity of water supplied to the premises for a period if, during the period, the premises are not water efficient for section 166.  
*Note -* For details about water efficiency, see the information statement.
- (4) In deciding what is a reasonable quantity of water for subclause (3), regard must be had to the matters mentioned in section 169(4)(a) to (e).
- (5) The lessor must give the tenant copies of relevant documents about the amount payable to the relevant water supplier within 4 weeks after the lessor receives the documents.
- (6) The tenant is not required to pay an amount for the water consumption charges if the tenant has not received a copy of the documents about the amount payable to the relevant water supplier.
- (7) Subclause (8) applies if water consumption charges are payable for a period that includes part but not all of a period specified, or to be specified, in a water consumption charges document.

- (8) The tenant may be required to pay an amount calculated under section 166A using -
  - (a) a meter reading for the premises recorded in a condition report; and
  - (b) a reasonable estimate of the volume of water supplied to the premises during the period for which water consumption charges are payable by the tenant mentioned in subclause (8); and
  - (c) the rate used to calculate the water consumption charge stated in the most recent water consumption charges document.
- (9) The tenant must pay the amount of the charge to the lessor within 1 month of the lessor giving the tenant copies of relevant documents about the incurring of the amount.
- (10) In this clause -  
*water consumption charge*, for premises, means the variable part of a water service charge assessed on the volume of water supplied to the premises.

*water consumption charges document* means a document, issued to the lessor by the relevant water supplier, stating the amount of water consumption charges for the premises that are payable to the supplier.

*Note -* If there is a dispute about how much water (or any other service charge) the tenant should pay, the lessor or the tenant may attempt to resolve the dispute by conciliation. See the information statement for details.

## Division 6 Rights and obligations concerning the premises during tenancy

### Subdivision 1 Occupation and use of premises

#### 18 No legal impediments to occupation - s 181

The lessor must ensure there is no legal impediment to occupation of the premises by the tenant as a residence for the term of the tenancy if, when entering into this agreement, the lessor knew about the impediment or ought reasonably to have known about it.

*Examples of possible legal impediments -*

- if there is a mortgage over the premises, the lessor might need to obtain approval from the mortgagee before the tenancy can start
- a certificate might be required under the *Building Act 1975* before the premises can lawfully be occupied
- the zoning of the land might prevent use of a building on the land as a residence

#### 19 Vacant possession and quiet enjoyment - ss 182 and 183

- (1) The lessor must ensure the tenant has vacant possession of the premises (other than a part of the premises that the tenant does not have a right to occupy exclusively) on the day the tenant is entitled to occupy the premises under this agreement.  
*Editor's note -* Parts of the premises where the tenant does not have a right to occupy exclusively may be identified in a special term.
- (2) The lessor must take reasonable steps to ensure the tenant has quiet enjoyment of the premises.
- (3) The lessor or the lessor's agent must not interfere with the reasonable peace, comfort or privacy of the tenant in using the premises.

#### 20 Lessor's right to enter the premises - ss 192-199

The lessor or the lessor's agent may enter the premises during the tenancy only if the obligations under sections 192 to 199 have been complied with.

*Note -* See the information statement for details.

## **21 Tenant's use of premises - ss 10 and 184**

- (1) The tenant may use the premises only as a place of residence or mainly as a place of residence or for another use allowed under a special term.
- (2) The tenant must not -
  - (a) use the premises for an illegal purpose; or
  - (b) cause a nuisance by the use of the premises; or
 

*Examples of things that may constitute a nuisance -*

    - using paints or chemicals on the premises that go onto or cause odours on adjoining land
    - causing loud noises
    - allowing large amounts of water to escape onto adjoining land
  - (c) interfere with the reasonable peace, comfort or privacy of a neighbour of the tenant; or
  - (d) allow another person on the premises to interfere with the reasonable peace, comfort or privacy of a neighbour of the tenant.

## **22 Units and townhouses - s 69**

- (1) The lessor must give the tenant a copy of any body corporate by-laws applicable to -
  - (a) the occupation of the premises; or
  - (b) any common area available for use by the tenant with the premises.
- (2) The tenant must comply with the body corporate by-laws.
- (3) Subclause (1) does not apply if -
  - (a) this agreement has the effect of continuing the tenant's right to occupy the premises under an earlier residential tenancy agreement; and
  - (b) the lessor gave the tenant a copy of the body corporate by-laws in relation to the earlier agreement.

## **23 Number of occupants allowed**

No more than the number of persons stated in this agreement for item 15 may reside at the premises.

## **24 - intentionally removed**

### **Subdivision 2 Standard of premises**

#### **25 Lessor's obligations - s 185**

- (1) At the start of the tenancy, the lessor must ensure -
  - (a) the premises are clean; and
  - (b) the premises are fit for the tenant to live in; and
  - (c) the premises are in good repair; and
  - (d) the lessor is not in breach of a law dealing with issues about the health or safety of persons using or entering the premises.
  - (e) the premises and inclusions otherwise comply with any prescribed minimum housing standards applying to the premises or inclusions.
- (2) While the tenancy continues, the lessor must -
  - (a) maintain the premises in a way that the premises remain fit for the tenant to live in; and
  - (b) maintain the premises in good repair; and
  - (c) ensure the lessor is not in breach of a law dealing with issues about the health or safety of persons using or entering the premises; and
  - (d) keep any common area included in the premises clean.
  - (e) ensure the premises and inclusions otherwise comply with any prescribed minimum housing standards applying to the premises or inclusions

*Note - For details about the maintenance, see the information statement.*
- (3) However, the lessor is not required to comply with subclause (1)(c) or (2)(a) for any non-standard items and the lessor is not responsible for their maintenance if -
  - (a) the lessor is the State; and
  - (b) the non-standard items are stated in this agreement and this agreement states the lessor is not responsible for their maintenance; and

- (c) the non-standard items are not necessary and reasonable to make the premises a fit place in which to live; and
- (d) the non-standard items are not a risk to health or safety; and
- (e) for fixtures - the fixtures were not attached to the premises by the lessor.

- (4) In this clause -

**non-standard items** means the fixtures attached to the premises and inclusions supplied with the premises stated in this agreement for item 5.2.

**premises** include any common area available for use by the tenant with the premises.

#### **26 Tenant's obligations generally - s 188(2), (3) and (5)**

- (1) The tenant must keep the premises clean, having regard to their condition at the start of the tenancy.
- (2) The tenant must not maliciously damage, or allow someone else to maliciously damage, the premises.
- (3) The tenant's obligations under this clause do not apply to the extent the obligations would have the effect of requiring the tenant to repair, or compensate the lessor for, damage to the premises or inclusions caused by an act of domestic violence experienced by the tenant

### **Subdivision 3 The dwelling**

#### **27 Fixtures or structural changes - ss 206-209**

- (1) The tenant may attach a fixture, or make a structural change, to the premises only if -
  - (a) the tenant gives the lessor a request, in the approved form, for approval to attach the fixture or make the structural change; and
  - (b) the lessor approves the request; and
  - (c) for body corporate premises—the body corporate approves the request.

*Note -* Fixtures are generally items permanently attached to land or to a building that are intended to become part of the land or building. Attaching a fixture may include, for example, gluing, nailing or screwing the fixture to a wall.

- (2) The lessor must -
  - (a) decide the request -
    - (i) within 28 days after receiving the request; or
    - (ii) if the premises are not body corporate premises—within a longer period, if agreed to by the tenant and lessor; and
  - (b) advise the tenant of the lessor's decision; and
  - (c) if the lessor approves the request and the premises are body corporate premises -
    - (i) state that the lessor's approval is subject to the approval of the body corporate; and
    - (ii) give the request to the body corporate within 28 days after receiving the request; and
    - (iii) advise the tenant as soon as reasonably practicable of the body corporate's decision about the request.
- (3) If the lessor approves the request, the lessor must give the tenant an agreement that -
  - (a) is in writing; and
  - (b) describes the nature of the fixture or structural change; and
  - (c) states any conditions of the agreement, including any conditions given by the body corporate.

*Examples of terms-*

- that the tenant must maintain the fixture in a particular way
- that the tenant must remove the fixture
- that the tenant must repair damage caused by removing the fixture
- that the lessor must compensate the tenant for the fixture if the tenant can not remove it

- (4) The tenant must comply with any conditions given by the lessor or body corporate.

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- (5) In this clause—  
*body corporate premises means premises—*  
 (a) that are part of a body corporate scheme; and  
 (b) for which, under a body corporate law or body corporate by-law, the approval of the body corporate is required for the attachment of a fixture, or the making of a structural change, to the premises.

- (6) The right of the lessor or tenant to change a lock under this clause is subject to any of the following laws that apply to the premises—  
 (a) the *Body Corporate and Community Management Act 1997*;  
 (b) the *Building Units and Group Titles Act 1980*;  
 (c) a body corporate by-law

**27A Action by lessor for breach of agreement about fixture or structural change – s 209A**

**Subdivision 4 Damage and repairs**

**30 Meaning of emergency and routine repairs - ss 214 and 215**

- (1) This clause applies if—  
 (a) the tenant attaches a fixture, or makes a structural change, to the premises; and  
 (b) the lessor's approval is required under section 208 to attach the fixture or make the structural change; and  
 (c) the tenant does not attach the fixture, or make the structural change, in accordance with the lessor's agreement.
- (2) The lessor may—  
 (a) take action for a breach of a term of this agreement; or  
 (b) waive the breach (that is, not take action for the breach) and treat the fixture or structural change as an improvement to the premises for the lessor's benefit (that is, treat the fixture or structural change as belonging to the lessor, without having to compensate the tenant for it).
- (3) In this clause—  
*lessor's agreement* means the agreement given to the tenant by the lessor under section 208 about attaching the fixture, or making the structural change, to the premises.

- (1) **Emergency repairs** are works needed to repair any of the following—  
 (a) a burst water service or serious water service leak;  
 (b) a blocked or broken lavatory system;  
 (c) a serious roof leak;  
 (d) a gas leak;  
 (e) a dangerous electrical fault;  
 (f) flooding or serious flood damage;  
 (g) serious storm, fire or impact damage;  
 (h) a failure or breakdown of the gas, electricity or water supply to the premises;  
 (i) a failure or breakdown of an essential service or appliance on the premises for hot water, cooking or heating;  
 (j) a fault or damage that makes the premises unsafe or insecure;  
 (k) a fault or damage likely to injure a person, damage property or unduly inconvenience a resident of the premises;  
 (l) a serious fault in a staircase, lift or other common area of the premises that unduly inconveniences a resident in gaining access to, or using, the premises.
- (2) Also, **emergency repairs** are works needed for the premises or inclusions to comply with the prescribed minimum housing standards.
- (3) **Routine repairs** are repairs other than emergency repairs.

**28 Supply of locks and keys - s 210**

**31 Nominated repairer for emergency repairs - s 216**

- (1) The lessor must supply and maintain all locks necessary to ensure the premises are reasonably secure.
- (2) The lessor must give the tenant, or if there is more than 1 tenant, 1 of the tenants, a key for each lock that—  
 (a) secures an entry to the premises; or  
 (b) secures a road or other place normally used to gain access to, or leave, the area or building in which the premises are situated; or  
 (c) is part of the premises.
- (3) If there is more than 1 tenant, the lessor must give the other tenants a key for the locks mentioned in subclause (2)(a) and (b).

- (1) The lessor's nominated repairer for emergency repairs of a particular type must be stated either—  
 (a) in this agreement for item 18; or  
 (b) in a written notice given by the lessor to the tenant.
- (2) Item 18 or the written notice must state—  
 (a) the name and telephone number of the nominated repairer; and  
 (b) whether or not the nominated repairer is the tenant's first point of contact for notifying of the need for emergency repairs.
- (3) The lessor must give written notice to the tenant of any change of the lessor's nominated repairer or the telephone number of the nominated repairer.
- (4) This clause does not apply if—  
 (a) the lessor has given the tenant a telephone number of the lessor; and  
 (b) under this agreement the lessor is to arrange for emergency repairs to be made to the premises or inclusions.

**29 Changing locks - ss 211 and 212**

**32 Notice of damage - s 217**

- (1) The lessor or tenant may change a lock at the premises only if—  
 (a) the other party to this agreement agrees to the change; or  
 (b) the lessor or tenant has a reasonable excuse for making the change; or  
 (c) the lessor or tenant believes the change is necessary because of an emergency; or  
 (d) the lock is changed to comply with an order of the tribunal.
- (2) However, the tenant may also change a lock at the premises if the tenant—  
 (a) believes the change is necessary to protect the tenant or another occupant of the premises from domestic violence; and  
 (b) engages a locksmith or other qualified tradesperson to change the lock.
- (3) The lessor or tenant must not act unreasonably in failing to agree to the change of a lock.
- (4) If the lessor or tenant changes the lock, the lessor or tenant must give the other party to this agreement a key for the changed lock, unless—  
 (a) the other party agrees to not being given the key; or  
 (b) a tribunal orders that the key not be given to the other party.
- (5) If the tenant changes a lock under subclause (2) and gives the lessor a key for the changed lock, the lessor must not give the key to any other person without the tenant's agreement or a reasonable excuse.

- (1) If the tenant knows the premises have been damaged, the tenant must give notice as soon as practicable of the damage.
- (2) If the premises need routine repairs, the notice must be given to the lessor.
- (3) If the premises need emergency repairs, the notice must be given to—  
 (a) the nominated repairer for the repairs; or  
 (b) if there is no nominated repairer for the repairs or the repairer can not be contacted - the lessor.
- (4) This clause does not apply to the tenant for damage caused by an act of domestic violence experienced by the tenant.

### 33 Emergency repairs arranged by tenant - ss 218 and 219

- (1) The tenant may arrange for a suitably qualified person to make emergency repairs or apply to the tribunal under section 221 for orders about the repairs if -
  - (a) the tenant has been unable to notify the lessor or nominated repairer of the need for emergency repairs of the premises; or
  - (b) the repairs are not made within a reasonable time after notice is given.
- (2) The maximum amount that may be incurred for emergency repairs arranged to be made by the tenant is an amount equal to the amount payable under this agreement for 4 weeks rent.  
*Note* - For how the tenant may require reimbursement for the repairs, see sections 219(2) and (3) and 220 and the information statement.

#### Subdivision 5 Pets

### 33A Keeping pets and other animals at premises – ss 184B and 184G

- (1) The tenant may keep a pet or other animal at the premises only with the approval of the lessor.
- (2) However, the tenant may keep a working dog at the premises without the lessor's approval.
- (3) The tenant has the approval of the lessor to keep a pet at the premises if keeping the pet at the premises is consistent with item 17.  
*Notes* -
  - 1 If item 17 states 2 cats, the tenant is approved by the lessor to keep up to 2 cats at the premises.
  - 2 For additional approvals to keep a pet or other animal at the premises see clause 33C.
- (4) An authorisation to keep the pet or working dog at the premises continues for the life of the pet or working dog and is not affected by any of the following matters -
  - (a) the ending of this agreement, if the tenant continues occupying the premises under a new agreement;
  - (b) a change in the lessor or lessor's agent;
  - (c) for a working dog - the retirement of the dog from the service the dog provided as a working dog.
- (5) An authorisation to keep a pet, working dog or other animal at the premises may be restricted by a body corporate by-law or other law about keeping animals at the premises.

#### Examples -

- 1 The premises may be subject to a local law that limits the number or types of animals that may be kept at the premises.
- 2 The premises may be subject to a body corporate by-law that requires the tenant to obtain approval from the body corporate before keeping a pet at the premises.

### 33B Tenant responsible for pets and other animals - s 184C

- (1) The tenant is responsible for all nuisance caused by a pet or other animal kept at the premises, including, for example, noise caused by the pet or other animal.
- (2) The tenant is responsible for repairing any damage to the premises or inclusions caused by the pet or other animal.
- (3) Damage to the premises or inclusions caused by the pet or other animal is not fair wear and tear.

### 33C Request for approval to keep pet – ss 184D and 184E

- (1) The tenant may, using the approved form, request the lessor's approval to keep a stated pet at the premises.
- (2) The lessor must respond to the tenant's request within 14 days after receiving the request.
- (3) The lessor's response to the request must be in writing and state -
  - (a) whether the lessor approves or refuses the tenant's request; and
  - (b) if the lessor approves the tenant's request subject to conditions - the conditions of the approval; and  
*Note* - See clause 33D for limitations on conditions of approval to keep a pet at the premises.
  - (c) if the lessor refuses the tenant's request -
    - (i) the grounds for the refusal; and
    - (ii) the reasons the lessor believes the grounds for the refusal apply to the request.
- (4) The lessor may refuse the request for approval to keep a pet at the premises only on 1 or more of the following grounds -
  - (a) keeping the pet would exceed a reasonable number of animals being kept at the premises;
  - (b) the premises are unsuitable for keeping the pet because of a lack of appropriate fencing, open space or another thing necessary to humanely accommodate the pet;
  - (c) keeping the pet is likely to cause damage to the premises or inclusions that could not practically be repaired for a cost that is less than the amount of the rental bond for the premises;
  - (d) keeping the pet would pose an unacceptable risk to the health and safety of a person, including, for example, because the pet is venomous;
  - (e) keeping the pet would contravene a law;
  - (f) keeping the pet would contravene a body corporate by-law applying to the premises;
  - (g) if the lessor proposed reasonable conditions for approval and the conditions comply with clause 33D - the tenant has not agreed to the conditions;
  - (h) the animal stated in the request is not a pet as defined in section 184A;
  - (i) another ground prescribed by a regulation under section 184E(1)(j).
- (5) The lessor is taken to approve the keeping of the pet at the premises if -
  - (a) the lessor does not comply with subclause (2); or
  - (b) the lessor's response does not comply with subclause (3).

### 33D Conditions for approval to keep pet at premises – s 184F

- (1) The lessor's approval to keep a pet at the premises may be subject to conditions if the conditions -
  - (a) relate only to keeping the pet at the premises; and
  - (b) are reasonable having regard to the type of pet and the nature of the premises; and
  - (c) are stated in the written approval given to the tenant in a way that is consistent with clause 33C(3).
- (2) Without limiting subclause (1)(b), the following conditions of the lessor's approval are taken to be reasonable -
  - (a) if the pet is not a type of pet ordinarily kept inside - a condition requiring the pet to be kept outside at the premises;
  - (b) if the pet is capable of carrying parasites that could infest the premises - a condition requiring the premises to be professionally fumigated at the end of the tenancy;
  - (c) if the pet is allowed inside the premises - a condition requiring carpets in the premises to be professionally cleaned at the end of the tenancy.

**General tenancy agreement (Form 18a)**

*Residential Tenancies and Rooming Accommodation Act 2008*



- (3) A condition of the lessor's approval to keep a pet at the premises is void if the condition –
  - (a) would have the effect of the lessor contravening section 171 or 172; or
  - (b) would, as a term of this agreement, be void under section 173; or
  - (c) would increase the rent or rental bond payable by the tenant; or
  - (d) would require any form of security from the tenant.
- (4) For subclause (2), the premises are professionally fumigated, and carpets are professionally cleaned, if the fumigation and cleaning are done to a standard ordinarily achieved by businesses selling those services.

- (2) Also, this agreement ends for a sole tenant if –
  - (a) the tenant gives the lessor a notice ending tenancy interest and hands over vacant possession of the premises; or  
*Note* – See chapter 5, part 1, division 3, subdivision 2A of the Act for the obligations of the lessor and tenant relating to a notice ending tenancy interest.
  - (b) the tenant dies.  
*Note* – See section 324A for when this agreement ends if a sole tenant dies.

**37 Condition premises must be left in - s 188(4) and (5)**

- (1) At the end of the tenancy, the tenant must leave the premises, as far as possible, in the same condition they were in at the start of the tenancy, fair wear and tear excepted.  
*Examples of what may be fair wear and tear -*
  - wear that happens during normal use
  - changes that happen with ageing
- (2) The tenant's obligation mentioned in subclause (1) does not apply to the extent the obligation would have the effect of requiring the tenant to repair, or compensate the lessor for, damage to the premises or inclusions caused by an act of domestic violence experienced by the tenant.

**38 Keys**

At the end of the tenancy, the tenant must return to the lessor all keys for the premises.

**39 Tenant's forwarding address - s 205(2) and (3)**

- (1) When handing over possession of the premises, the tenant must, if the lessor or the lessor's agent asks the tenant in writing to state the tenant's new residential address, tell the lessor or the agent the tenant's new residential address.
- (2) However, subclause (1) does not apply if -
  - (a) the tenant has a reasonable excuse for not telling the lessor or agent the new address; or
  - (b) after experiencing domestic violence, the tenant ended this agreement, or the tenant's interest in this agreement, under chapter 5, part 1, division 3, subdivision 2A of the Act.

**40 Exit condition report - s 66**

- (1) As soon as practicable after this agreement ends, the tenant must prepare, in the approved form, and sign a condition report for the premises and give 1 copy of the report to the lessor or the lessor's agent.  
*Example of what might be as soon as practicable -* when the tenant returns the keys to the premises to the lessor or the lessor's agent  
*Note* - For the approved form for the condition report, see the information statement. The report may be very important in deciding who is entitled to a refund of the rental bond if there is a dispute about the condition of the premises.
- (2) The lessor or the lessor's agent must, within 3 business days after receiving the copy of the report -
  - (a) sign the copy; and
  - (b) if the lessor or agent does not agree with the report - show the parts of the report the lessor or agent disagrees with by marking the copy in an appropriate way; and
  - (c) if the tenant has given a forwarding address to the lessor or agent - make a copy of the report and return it to the tenant at the address.
- (3) The lessor or agent must keep a copy of the condition report signed by both parties for at least 1 year after this agreement ends.

**Division 7 Restrictions on transfer or subletting by tenant**

**34 General - ss 238 and 240**

- (1) Subject to clause 35, the tenant may transfer all or a part of the tenant's interest under this agreement, or sublet the premises, only if the lessor agrees in writing or if the transfer or subletting is made under a tribunal order.
- (2) The lessor must act reasonably in failing to agree to the transfer or subletting.
- (3) The lessor is taken to act unreasonably in failing to agree to the transfer or subletting if the lessor acts in a capricious or retaliatory way.
- (4) The lessor or the lessor's agent must not require the tenant to pay, or accept from the tenant, an amount for the lessor's agreement to a transfer or subletting by the tenant, other than an amount for the reasonable expenses incurred by the lessor in agreeing to the transfer or subletting.

**35 State assisted lessors or employees of lessor - s 237**

- (1) This clause applies if -
  - (a) the lessor is the State; or
  - (b) the lessor is an entity receiving assistance from the State to supply rented accommodation; or
  - (c) the tenant's right to occupy the premises comes from the tenant's terms of employment.
- (2) The tenant may transfer the whole or part of the tenant's interest under this agreement, or sublet the premises, only if the lessor agrees in writing to the transfer or subletting.

**Division 8 When agreement ends**

**36 Ending of agreement - s 277**

- (1) This agreement ends only if -
  - (a) the lessor and tenant agree, in a separate written document, to end this agreement; or
  - (b) the lessor gives a notice to leave premises to the tenant under section 326 and the tenant hands over vacant possession of the premises to the lessor on or after the handover day; or
  - (c) the tenant gives a notice of intention to leave premises to the lessor under section 327 and hands over vacant possession of the premises to the lessor on or after the handover day; or
  - (d) the tenant vacates, or is removed from, the premises after receiving a notice from a mortgagee or appointed person under section 317; or
  - (e) the tenant abandons the premises and the period for which the tenant paid rent has ended; or
  - (f) the tribunal makes an order terminating this agreement.

**General tenancy agreement (Form 18a)**

*Residential Tenancies and Rooming Accommodation Act 2008*



**41 Goods or documents left behind on premises - ss 363 and 364**

- (1) The tenant must take all of the tenant's belongings from the premises at the end of the tenancy.
- (2) The lessor may not treat belongings left behind as the lessor's own property, but must deal with them under sections 363 and 364.  
*Note* - For details of the lessor's obligations under sections 363 and 364, see the information statement. They may include an obligation to store goods and may allow the lessor to sell goods and pay the net sale proceeds (after storage and selling costs) to the public trustee.

**Division 9 Miscellaneous**

**42 Supply of goods and services - s 171**

- (1) The lessor or the lessor's agent must not require the tenant to buy goods or services from the lessor or a person nominated by the lessor or agent.
- (2) Subclause (1) does not apply to -
  - (a) a requirement about a service charge; or  
*Note* - See section 164 for what is a service charge.
  - (b) a condition of an approval to keep a pet if the condition -
    - (i) requires the carpets to be cleaned, or the premises to be fumigated, at the end of the tenancy; and
    - (ii) complies with clause 33D; and
    - (iii) does not require the tenant to buy cleaning or fumigation services from a particular person or business.

**43 Lessor's agent**

- (1) The name and address for service of the lessor's agent is stated in this agreement for item 3.
- (2) Unless a special term provides otherwise, the agent may -
  - (a) stand in the lessor's place in any application to a tribunal by the lessor or the tenant; or
  - (b) do any thing else the lessor may do, or is required to do, under this agreement.

**44 Notices**

- (1) A notice under this agreement must be written and, if there is an approved form for the notice, in the approved form.  
*Note* - Download approved forms via the RTA website [rta.qld.gov.au](http://rta.qld.gov.au).
- (2) A notice from the tenant to the lessor may be given to the lessor's agent.
- (3) A notice may be given to a party to this agreement or the lessor's agent -
  - (a) by giving it to the party or agent personally; or
  - (b) if an address for service for the party or agent is stated in this agreement for item 1, 2 or 3 - by leaving it at the address, sending it by prepaid post as a letter to the address; or
  - (c) if a facsimile number for the party or agent is stated in this agreement for item 1, 2 or 3 and item 4 indicates that a notice may be given by facsimile - by sending it by facsimile to the facsimile number in accordance with the *Electronic Transactions (Queensland) Act 2001*; or
  - (d) if an email address for the party or agent is stated in this agreement for item 1, 2 or 3 and item 4 indicates that a notice may be given by email - by sending it electronically to the email address in accordance with the *Electronic Transactions (Queensland) Act 2001*.
- (4) A party or the lessor's agent may withdraw his or her consent to notices being given to them by facsimile or email only by giving notice to each other party that notices are no longer to be given to the party or agent by facsimile or email.
- (5) If no address for service is stated in this agreement for item 2 for the tenant, the tenant's address for service is taken to be the address of the premises.

- (6) A party or the lessor's agent may change his or her address for service, facsimile number or email address only by giving notice to each other party of a new address for service, facsimile number or email address.
- (7) On the giving of a notice of a new address for service, facsimile number or email address for a party or the lessor's agent, the address for service, facsimile number or email address stated in the notice is taken to be the party's or agent's address for service, facsimile number or email address stated in this agreement for item 1, 2 or 3.
- (8) Unless the contrary is proved -
  - (a) a notice left at an address for service is taken to have been received by the party to whom the address relates when the notice was left at the address; and
  - (b) a notice sent by post is taken to have been received by the person to whom it was addressed when it would have been delivered in the ordinary course of post; and
  - (c) a notice sent by facsimile is taken to have been received at the place where the facsimile was sent when the sender's facsimile machine produces a transmission report indicating all pages of the notice have been successfully sent; and
  - (d) a notice sent by email is taken to have been received by the recipient when the email enters the recipient's email server.





## Special Terms

*These Special Terms have been adopted and approved by The Real Estate Institute of Queensland Ltd.*

### 45 Occupation and use of premises

The tenant must not permit persons other than the persons nominated as approved occupants in Part 3 of this agreement to reside at the premises without the written consent of the lessor. The lessor must act reasonably in exercising the lessor's discretion when determining whether or not to consent to a request by the tenant for any change to the approved tenants or occupants.

### 46 Subletting via online home sharing platforms

The use of online home sharing platforms, such as AirBnB, which grant exclusive possession of the property, or any part thereof, to guests, shall be deemed to be subletting of the property and require compliance with clause 34.

### 47 Care of the premises by the tenant

- (1) During the tenancy, the tenant must-
  - (a) not do anything that might block any plumbing or drains on the premises;
  - (b) keep all rubbish in the bin provided by the local authority in an area designated by the lessor or as the local authority may require;
  - (c) put the bin out for collection on the appropriate day for collection and return the bin to its designated place after the rubbish has been collected;
  - (d) maintain the lawns and gardens at the premises having regard to their condition at the commencement of the tenancy, including mowing the lawns, weeding the gardens and watering the lawns and gardens (subject to council water restrictions);
  - (e) subject to the lessor's obligations under clause 25(1)(e) and 25(2)(e), keep the premises free from pests and vermin, having regard to the condition of the premises at the commencement of the tenancy;
  - (f) keep the walls, floors, doors and ceilings of the premises free of nails, screws or adhesive substances, unless otherwise agreed to by the lessor in accordance with clause 27;
  - (g) keep the swimming pool, filter and spa equipment (if any) clean and at the correct chemical levels having regard to their condition at the start of the tenancy;
  - (h) not interfere with nor make non-operational any facility that may be provided with the premises (eg. smoke alarms, fire extinguishers, garden sprinkler systems, hoses etc).
- (2) The obligations of the tenant at the end of the tenancy regarding the conditions of the premises include-
  - (a) if the carpets were cleaned to a certain standard at the start of the tenancy, the tenant must ensure the carpets are cleaned to the same standard, fair wear and tear excepted, at the end of the tenancy. For the sake of clarity, a special term or condition for approval to keep a pet at the premises requiring carpets in the premises to be professionally cleaned at the end of the tenancy overrides this special term;
  - (b) if the property was free of pests and vermin at the start of the tenancy, the tenant must ensure the property meets the same standard at the end of the tenancy. For the sake of clarity, a special term or condition for approval to keep a pet at the premises requiring the premises to be professional fumigated at the end of the tenancy overrides this special term;
  - (c) repairing the tenant's intentional or negligent damage to the premises or inclusions;
  - (d) returning the swimming pool, filter and spa equipment (if any) to a clean condition with correct chemical levels having regard to their condition at the start of the tenancy;
  - (e) replacing inclusions damaged during the tenancy having regard to their condition at the start of the tenancy, fair wear and tear excepted;
  - (f) mowing lawns, weeding gardens having regard to their condition at the start of the tenancy;
  - (g) remove all property other than that belonging to the lessor or on the premises at the start of the tenancy.

### 48 Photographs of the property during an inspection

- (1) The tenant consents to photographs being taken of the property during an inspection arranged by the lessor or the lessor's agent in accordance with section 192(1)(a), for the purposes of documenting the condition of the property at the time of the inspection.
- (2) For the sake of clarity, if any photographs taken during an inspection of the property show something belonging to the tenant, the lessor or lessor's agent must obtain the tenant's written consent in order to use the photographs in an advertisement for the property in accordance with section 203.

### 49 Locks and keys

- (1) The lessor may claim from the tenant costs incurred by the lessor as a result of the tenant losing any key, access keycard or remote control relating to the premises which has been provided to the tenant (by the lessor, a body corporate or other person), including costs in connection with:
  - (a) replacing the key, access keycard or remote control; and
  - (b) gaining access to the premises.
- (2) The tenant acknowledges that the lessor's agent may retain a duplicate set of keys.
- (3) If a tenant changes a lock at the premises in accordance with clause 29, the tenant must immediately provide the lessor and/or lessor's agent with the key for the changed lock unless clauses 29(4)(a) or (b) are applicable regarding the provision of the key.
- (4) If a tenant changes a lock under clause 29(2) and gives the key to the lessor in accordance with clause 29(5), the tenant agrees for the key to be given to the lessor's agent.

**INITIALS** (Note: initials not required if signed with Electronic Signature)

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## Special Terms *continued...*

*These Special Terms have been adopted and approved by The Real Estate Institute of Queensland Ltd.*

### 50 Liability excluded

The tenant shall be liable for and shall indemnify and defend the lessor from, and against, any and all losses, claims, demands, actions, suits (including costs and legal fees on an indemnity basis), and damages, including, but not limited to:

- (a) injury, bodily or otherwise, or death of any person, including the tenant or an approved occupant; or
- (b) loss, damage to, or destruction of, property whether real or personal, belonging to any person, including the tenant or an approved occupant;

as a direct or indirect result of the tenant's negligent acts or omissions.

### 51 Lessor's insurance

(1) If the lessor does have insurance cover the tenant must not do, or allow anything to be done, that would invalidate the lessor's insurance policy for the premises or increase the lessor's premium in relation to that policy.

- (2) The lessor may claim from the tenant -
  - (a) any increase in the premium of the lessor's insurance; and
  - (b) any excess on claim by the lessor on the lessor's insurance; and
  - (c) any other cost and expenses incurred by the lessor;
 as a direct or indirect result of the tenant's negligent acts or omissions.

### 52 Tenant's insurance

It is the responsibility of the tenant and/or approved occupant to adequately insure their own property and possessions.

### 53 Smoke alarm obligations

The tenant must-

- (1) Test each smoke alarm in the premises-
  - (a) at least once every 12 months; or
  - (b) if a fixed term tenancy is of less than 12 months duration, but is held over under a periodic tenancy of 12 months or more, at least once in the 12 month period;
    - (i) For an alarm that can be tested by pressing a button or other device to indicate whether the alarm is capable of detecting smoke - by pressing the button or other device;
    - (ii) Otherwise, by testing the alarm in the way stated in the Information Statement (RTA Form 17a) provided to the tenant/s at the commencement of the tenancy.
- (2) Replace each battery that is spent, or that the tenant/s is aware of is almost spent, in accordance with the Information Statement provided to the tenant/s at the commencement of the tenancy;
- (3) Advise the lessor as soon as practicable if the tenant/s become/s aware that a smoke alarm in the premises has failed or is about to fail (other than because the battery is spent or almost spent); and
 

*Note:* In interpreting the word "spent" when referring to a battery, the term is used to include reference to a battery which is flat, non-functioning or lacking in charge that it does not properly operate the smoke alarm.
- (4) Clean each smoke alarm in the premises in the way stated in the Information Statement provided to the tenant/s at the commencement of the tenancy;
  - (a) at least once every 12 months; or
  - (b) if a fixed term tenancy is of less than 12 months duration, but is held over under a periodic tenancy of 12 months or more, at least once in the 12 month period;

In the event that the tenant/s engages a contractor/tradesperson (as listed in Item 18) to meet the tenant/s obligations listed under this special term, such engagement shall be at the tenant/s' own cost and expense.
- (5) Not tamper with or otherwise render a smoke alarm inoperative. Such an act will constitute malicious damage in accordance with section 188 of the Act.

### 54 Portable pool obligations

- (1) The tenant must-
  - (a) Obtain the lessor's consent for a portable pool at the premises of a depth of 300mm or greater;
  - (b) Where consent is to be provided by the lessor to the tenant for the use of a portable pool at the premises of a depth of 300mm or greater, provide the lessor and/or the agent with details of the type and description of the proposed portable pool.
- (2) Where consent is provided by the lessor to the tenant for the use of a portable pool at the premises of a depth of 300mm or greater, the tenant agrees to:
  - (a) Maintain and repair the portable pool at the tenant's own expense;
  - (b) In accordance with the *Building Act 1975* obtain, maintain and renew a Pool Safety Certificate for a regulated pool, which includes a requirement for a compliant pool fence and, provide a copy of the Pool Safety Certificate to the lessor and/or agent;
  - (c) Where a compliant pool fence is required for a regulated pool, obtain the lessor's consent regarding a proposed fence in accordance with clause 27 of the standard terms;
  - (d) In circumstances where consent is provided to the tenant by the lessor in accordance with clause 27 of the standard terms, construct and maintain the fence as required by the *Building Act 1975*, at the tenant's own expense.
- (3) In accordance with special term 54(1) and 54(2), where consent is provided by the lessor to the tenant for a portable pool of a depth of 300mm or greater and/or as prescribed by the *Building Act 1975*, the tenant hereby agrees to indemnify and hold harmless the lessor and agent for any loss, claim, suit or demand, brought, caused or contributed to, directly or indirectly, by the portable pool.

**INITIALS** (Note: initials not required if signed with Electronic Signature)

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## Special Terms *continued...*

*These Special Terms have been adopted and approved by The Real Estate Institute of Queensland Ltd.*

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### 55 Pets

If the pet is permitted inside, this special term applies:

- (1) In addition to clause 33A(3), the lessor approves a pet as stated in Item 17 of this agreement to be kept inside a dwelling on the premises, conditional on:
  - (a) if the pet is capable of carrying parasites that could infest the premises, the premises being professionally fumigated at the end of the tenancy; and
  - (b) the carpets in the premises being professionally cleaned at the end of the tenancy.

*Note:* For the purpose of this special term, a dwelling on the premises shall include any structure on the premises designed to be used as a residence for human habitation. A dwelling shall also include any enclosed area, room or structure attached to the dwelling, including but not limited to any garage, sunroom or enclosed veranda.

- (2) The premises are professionally fumigated and carpets are professionally cleaned, if the fumigation and cleaning are done to a standard ordinarily achieved by businesses selling those services.
- (3) For the sake of clarity, the conditions outlined in special term 55 relate only to the lessor's approval to keep a pet at the premises as stated in Item 17 of this agreement.
- (4) For requests for approval to keep a pet at the premises inconsistent with Item 17 of this agreement, see clauses 33C and 33D of this agreement and sections 184D to 184F of the Act.

### 56 Electronic Signing

- (1) Electronic Signature means an electronic method of signing that identifies the person and indicates their intention to sign this agreement;
- (2) If this agreement is signed by any party or the lessor's agent using an Electronic Signature, the tenant and the lessor:
  - (a) agree to enter into this agreement in electronic form; and
  - (b) consent to either, or both parties, or the lessor's agent signing this agreement using an Electronic Signature.



REIQ Accredited Agency

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## Special Condition

### General Tenancy - Pets not Permitted Inside Dwelling

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#### PETS NOT PERMITTED INSIDE DWELLING

In addition to clause 33A(3), the lessor approves a pet as stated in Item 17 of this agreement to be kept at the premises subject to the following conditions:

- (1) The pet is not permitted inside any dwelling on the premises.

*Note:* For the purpose of this special term, a dwelling on the premises shall include any structure on the premises designed to be used as a residence for human habitation. A dwelling shall also include any enclosed area, room or structure attached to the dwelling, including but not limited to any garage, sunroom or enclosed veranda.

- (2) If the pet is capable of carrying parasites that could infest the premises, the premises must be professionally fumigated at the end of the tenancy.
- (3) The premises are professionally fumigated, if the fumigation is done to a standard ordinarily achieved by business selling that service.

For the sake of clarity, the conditions outlined in this special term relate only to the lessor's approval to keep a pet at the premises as stated in Item 17 of this agreement.

For requests for approval to keep a pet at the premises inconsistent with Item 17 of this agreement, see clauses 33C and 33D of this agreement and sections 184D to 184F of the Act.

**INITIALS** (Note: initials not required if signed with Electronic Signature)

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REIQ Accredited Agency

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## Special Condition

### General Tenancy - Smoking Not Allowed on Premises

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#### SMOKING NOT ALLOWED ON PREMISES

- (a) The Tenant must not, or allow any other person to, use or smoke tobacco or other smoke producing substance within any dwelling on the premises.
- (b) For the purposes of this Special Term a dwelling contained on the Premises shall include any enclosed area, room or structure attached to the dwelling, including but not limited to any garage, sunroom or enclosed veranda. A dwelling shall include any structure on the Premises designed to be used as a residence for human habitation.

<sup>DS</sup> WB    <sup>DS</sup> AB    <sup>DS</sup> S-L.T

INITIALS (Note: initials not required if signed with Electronic Signature)

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# Annexure A

IF RENT FALLS BEHIND TENANT WILL RECEIVE A BREACH NOTICE THAT MAY ALSO AFFECT THEIR LONG TERM RENTAL HISTORY. IF RENT CONTINUES TO BE BEHIND TENANT WILL RECEIVE A NOTICE TO LEAVE

TENANT ACKNOWLEDGES THEY ARE ADVISED TO OBTAIN THEIR OWN CONTENTS INSURANCE AS CONTENTS OF A PROPERTY ARE NOT LANDLORDS RESPONSIBILITY

TENANT ACKNOWLEDGES THAT IN THE EVENT OF A BREAK OF LEASE THEY ARE LIABLE FOR BREAK LEASE COSTS AS PER THE CHART BELOW

% of tenancy agreement that has expired	Reletting cost
Less than 25%	4 weeks rent
25% to less than 50%	3 weeks rent
50% to less than 75%	2 weeks rent
75% or more	1 weeks rent

TENANT ACKNOWLEDGES THAT IF THEY ARE CHOOSING TO NOT RENEW THE LEASE THEY MUST SUBMIT A FORM 13 NOTICE OF INTENTION TO LEAVE A MINIMUM OF TWO WEEKS BEFORE THE END OF LEASE DATE. IF NO FORM IS SUBMITTED AND THEY LEAVE THE PROPERTY THEY WILL BE LIABLE FOR TWO WEEKS RENT MONIES

TENANT ACKNOWLEDGES IF THEY DO NOT RETURN A SIGNED OFFERED NEW LEASE THEY WILL BE ISSUED WITH A NOTICE TO LEAVE

TENANT ACKNOWLEDGES THEY ARE NOT PERMITTED TO ERECT ANY SIZE PORTABLE POOL AS PER COUNCIL REGULATIONS AND ANY FINES WILL BE PAYABLE BY THE TENANT IF THESE REGULATIONS ARE NOT ADHERED TO. IF A PORTABLE SPA IS OWNED BY THE TENANT THEY MUST SUPPLY CROWNE REAL ESTATE WITH THE COUNCIL PAPERWORK AND APPROVAL OF THE SPA.

TENANT ACKNOWLEDGES THEY ARE TO KEEP THE PROPERTY IN A NEAT CLEAN AND TIDY CONDITION THROUGHOUT THE TENANCY BOTH INSIDE AND OUT

TENANT ACKNOWLEDGES THAT ROUTINE INSPECTIONS WILL TAKE PLACE EVERY THREE MONTHS AND THAT THE PROPERTY WILL BE PHOTOGRAPHED DURING THE INSPECTIONS. IT IS EXPECTED THAT THE TENANT WILL PRESENT THE PROPERTY IN A NEAT AND TIDY CONDITION IN THE DAY INCLUDING BEDS MADE LAWNS MOWED AND TRIMMED ETC. IN THE EVENT THE PROPERTY IS NOT TO STANDARD AT TIME OF ROUTINE INSPECTION TENANT WILL BE ADVISED BY EMAIL OF THE ITEMS AND A TIME TO RE ATTEND THE PROPERTY TO ENSURE ITEMS ARE CORRECTED WILL BE GIVEN IF NECESSARY

TENANT ACKNOWLEDGES HOOKS ARE NOT TO BE INSTALLED ON WALLS THE TENANTS MUST REQUESTS PERMISSION BEFORE ATTEMPTING TO HANG ANYTHING ON ANY WALLS AT THE PROPERTY, THIS INCLUDES THE USE OF BLUETAC AND 3M PRODUCTS, GLUE, STICKY TAPE. THIS REQUEST MUST BE IN WRITING AND APPROVED. UPON APPROVAL, IF WALLS ARE DAMAGED BY THE HANGING OF ITEMS THE WALLS ARE TO BE REPAIRED AND REPAINTED TO A PROFESSIONAL STANDARD.

TENANT ACKNOWLEDGES THE OVEN ,COOKTOP AND RANGEHOOD MUST BE CLEANED AT LEAST EVERY 3 MONTHS.

TENANT ACKNOWLEDGES EXHAUST FANS (IF INSTALLED) IN BATHROOMS ARE TO BE USED TO KEEP MOULD FROM GROUT AND MOISTURE STAINING FROM WALLS. Nb. IF NO EXHAUST INSTALLED WINDOWS MUST BE OPENED DURING BATHROOM USAGE

TENANT ACKNOWLEDGES CEILING FANS, LIGHT FITTINGS, AIR CONDITIONER FILTERS AND EXHAUSTS MUST BE CLEANED AT LEAST EVERY 3 MONTHS.

TENANTS ACKNOWLEDGE ALL LIGHT BULBS AT THE PROPERTY ARE IN WORKING ORDER AND THEY ARE RESPONSIBLE FOR THE REPLACEMENT OF BULBS IF BLOWN.

SMOKING IS NOT PERMITTED WITHIN THE DWELLING. NO CIGARETTE BUTTS ARE TO BE DISCARDED INTO GARDENS OR LAWNS

CARPETS ARE TO BE PROFESSIONALLY STEAM CLEANED AND THE RECEIPT PRODUCED WHEN HANDING OVER KEYS UPON VACATING AND ALSO WHEN REQUESTED DURING TENANCY

DS  
WB
DS  
AB
DS  
S-L.T

INITIALS (Note: initials not required if signed with Electronic Signature)

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## Annexure B

POT PLANTS ARE NOT TO BE PLACED DIRECTLY ON CARPET, TIMBER, CONCRETE OR TILED FLOORS

TENANTS ACKNOWLEDGE IF WOODEN FLOORS ARE PRESENT THE TENANTS MUST PLACE PADS UNDER ALL FURNITURE TO PREVENT DAMAGE TO FLOORS, IF NOT DONE TENANTS MAY BE LIABLE FOR FLOOR REPAIRS .

TENANT ACKNOWLEDGES NO SANITARY ITEMS, NAPPIES, FACIAL WIPES, WET BODY WIPES ARE TO BE FLUSHED DOWN TOILET SYSTEMS. ANY BLOCKAGE FOUND TO BE FROM THESE ITEMS OR SIMILAR WILL BE PAYABLE BY THE TENANT

NO UN APPROVED PERSONS ARE TO RESIDE AT THE PROPERTY

NO UN APPROVED PETS ARE TO RESIDE AT THIS PROPERTY

NO PARKING OF CARS, TRUCKS OR TRAILERS AND HEAVY MACHINERY TO BE ON LAWNS OR GARDENS

TENANTS ACKNOWLEDGE THAT THEY WILL NOT PLACE ANY HEATING APPLIANCES, HOT COOKING APPLIANCES OR CANDLES DIRECTLY ONTO LAMINATE BENCHTOPS AND VANITY SURFACES. ANY DAMAGES WILL BE FULLY PAID FOR BY THE TENANT.

TENANTS ARE RESPONSIBLE FOR THE UP KEEP OF ALL LAWNS, GARDENS, TREES AND PLANTS ON THE PROPERTY. THESE MUST BE CARED FOR AND WATERED. ALL WEEDS ARE TO SPRAYED AND/OR REMOVED FROM ALL GARDENS AND LAWNS. ALL HEDGES AND SHAPED TREES TO BE KEPT NEAT AND TIDY. ALL EDGES TO BE TRIMMED AND GRASS CLIPPINGS REMOVED FROM HARD AREAS. GRASS CLIPPING ARE TO BE REMOVED FROM THE PROPERTY AND NOT PLACED IN GARDENS. TENANTS ARE RECOMMENDED TO TREAT LAWNS AT LEAST QUARTERLY WITH A PRODUCT SUCH AS WEED AND FEED TO MAINTAIN THE QUALITY OF THE LAWNS.

PETS ARE NOT APPROVED FOR THIS PROPERTY  
PETS ARE APPROVED AT THE PROPERTY

IF PROPERTY INTERNAL OR EXTERNAL IS DAMAGED DUE TO ANIMALS, THE TENANT IS LIABLE FOR ALL REPAIRS AND COSTS ASSOCIATED. THIS IS TO BE DONE TO A PROFESSIONAL STANDARD. ANY DOG HOLES IN LAWNS ARE TO BE FILLED IMMEDIATELY AND RETURNED. ANY DAMAGE DUE TO SCRATCHING, URINE OR FAECES ARE TO BE REPAIRED OR REPLACED AT THE TENANTS COST.

TENANT IS RESPONSIBLE FOR ALL WATER CONSUMPTION AS THE PROPERTY IS WATER COMPLIANT. TENANT ACKNOWLEDGES THAT ONCE INVOICED THEY HAVE 30 DAYS TO PAY THE INVOICE IN FULL  
TENANT IS RESPONSIBLE FOR WATER USAGE 45KL AND ABOVE. TENANT ACKNOWLEDGES THAT ONCE INVOICED THEY HAVE 30 DAYS TO PAY THE INVOICE IN FULL

TENANT ACKNOWLEDGES CROWNE REAL ESTATE HOLDS A FULL SET OF ENTRY PHOTOS TO BE REFERRED TO UPON VACATING

INITIALS (Note: initials not required if signed with Electronic Signature)

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