APPLICATION INFORMATION

Agency: NRAS Rental Property
Address: PO Box 7758, Sippy Downs QLD 4556

SELECTING A PROPERTY

- Search and select Property via internet (**www.realestate.com.au**) or other advertised source.
- Drive-by the Property for location suitability.
- Contact us to arrange an appointment to inspect the Property.
- We'll meet you on-site, at the Property, at the appointed time.
- If you are not able to keep the appointment, please contact our office in advance.
- A copy of the General Tenancy Agreement and any Special Terms will be on display at the Inspection.
- A copy of our Privacy Policy is freely available from our office, website and at the Property.

APPLICATION PROCESS

- Ensure the General Tenancy Agreement, Terms and any Special Terms have been viewed by you.
- Complete one Tenancy Application Form per person. Children may be included on a Parent or Guardian's Application.
- Include copies of documents which may help to verify your Application Information provided by you.
- Provide and attach photocopies of documents required to meet 100 points of identification as the guide shows below. Please note this Agency cannot provide photocopying services.
- NRAS registration letter is to be provided before we can contact the owner
- We need at least 4 x current payslips / any Centrelink benefit statements
- Current Months Bank Statement
- Any proof of investment income or superannuation funds
- You will not be eligible for an NRAS property if your own a home (including motor home)

DOCUMENTS REQUIRED FOR 100 POINTS IDENTIFICATION CHECK	Points per Document
Submit only one of the following: ☐ Passport ☐ Birth Certificate	number of points points
☐ Drivers Licence ☐ Proof of Age Card ☐ Other Photo ID from Government e.g. Pension Card, Student Card	number of points points
☐ 2 recent Rent Receipts ☐ 2 recent Pay Advices ☐ Tenancy Ledger	number of points points
Documents on which your name and current address appear: ☐ Car registration certificate ☐ Rates Notice ☐ Electricity Account ☐ Bank/Credit Card Statement ☐ Telephone Account ☐ Gas Account	number of points points

DOCUMENTS REQUIRED FOR NRAS CHECK

☐ NRAS Registration Approval Letter

☐ NRAS Income Declaration, this must be filled in by the NRAS registration holder on behalf of the **WHOLE** household

☐ QLD Declaration Form, this must be signed by **ALL** applicants

☐ minimum of 4 current payslips
☐ Centrelink Statement
☐ Proof of other income e.g. child maintenance
☐ Current months Bank Statement
☐ Australian Citizen or permanent residency details
☐ Any investment income of savings must be disclosed

- Before submitting an Application, ensure you have been given the General Tenancy Agreement, Terms and any Special Terms to peruse. A copy will be available at the inspection or as advised by staff.
- Please be aware Bond Transfers are NOT an option.
- Incomplete Applications cannot be processed.
- If you require assistance to complete the form, please ask, as we are here to help.
- If you would like to refer to our Privacy Policy, please ask for a copy or view on our website.

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AGENCY PROCESS

As your Application is a high priority, we will endeavour to have an answer to you within 24 hours, but will advise you if it will be longer due to delays in reaching your contacts.

Information verification by our Agency

To verify your Application information we contact Tenancy Databases eg TICA & NTD. If you have had a problem with a previous Tenancy, please discuss the circumstances with us. We also contact your Employer/HR Manager, current and previous Agent/Lessor and personal referees for the purpose of verifying information supplied to support Application for Tenancy.

If Application is not accepted

If your Application is not accepted by the Lessor, it will be retained for one (1) month and then destroyed securely to comply with Privacy Legislation. The Lessor is not required to provide a reason.

If Application is accepted

If your Application is accepted by the Lessor, you are required to pay an amount equivalent to two (2) weeks rent and/or the full Bond amount and sign the General Tenancy Agreement within 24 hours of notification of acceptance.

Rent payment method options

BPay, PayWay and Credit card payments are accepted as rent payment methods.

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The Holder of the NRAS eligibility letter applied through the Department of QLD Housing needs to fill in this sheet

TENANT INCOME DECLARATION

National Rental Affordability Scheme (NRAS)

QLD NRAS NUMBER: ☐☐☐☐☐☐☐

NRAS CLIENTS NAME: _____, declare that the combined household income of the PROPERTY ADDRESS is: _____

(Please tick the relevant box and sign which household type suits your current situation)

2014 – 2015 NRAS Year Household Income Limits As at 1 May 2014			
Household type	**At the commencement of the lease initial Income limit must NOT exceed $**	**Existing Tenant Income Limit $**	**Signature Income limit must NOT exceed $**
One Adult	$47,289	$59,111	☐
2 Adults	$65,378	$81,722	☐
3 Adults	$83,466	$104,333	☐
4 Adults	$101,555	$126,944	☐
Sole Parent with 1 Child	$65,423	$81,779	☐
Sole Parent with 2 Children	$81,108	$101,385	☐
Sole Parent with 3 Children	$96,793	$120,991	☐
Couple with 1 Child	$81,063	$101,329	☐
Couple with 2 Children	$96,748	$120,934	☐
Couple with 3 Children	$112,433	$140,541	☐

Under your NRAS agreement you need to provide for the Government proof of income per household member who is earning income.

To provide some guidance, FaHCSIA considers that sighting the following documents, though not an exhaustive list, may be reasonable in determining household income:

(Employment / Investment Income) (Gross Annual Total) **$** _____

is made up of.....

(Government Payments) (Gross Annual Total) **$** _____

- ☐ **copies 4 to 6 payslips/ or**
- ☐ **letters from employers;**
- ☐ **statements of dividends or rents paid;**
- ☐ **One month bank statements**
- ☐ **or superannuation funds;**
- ☐ **INCOME STATEMENT- Centrelink;** (including Annual Child Maintenance)

= Combined Gross Annual Household Income Total **$** _____

NRAS HOLDERS /Tenant Signature: _____ Date: ____/_____/ 201___

Property Manager Signature: _____ Date: ____/_____/ 201___

The amounts mentioned in the table above are indexed in accordance with the NRAS tenant income index on 1 May each year, rounded to the next whole dollar. Eligible tenants cease to be eligible tenants if their combined household gross income exceeds the income limit for their household by 25% or more in 2 consecutive eligibility years. Tenants have an obligation to inform the Property Manager of any increases to their income amount as it stands upon entering into this agreement. To Calculate NRAS eligibility for household types not identified in the table above, please use the formula below.

Person Type	Income level
First single adult	$47,289
Each additional adult	$18,089
Each child	$15,685

Queensland
Government

Department of
Housing and Public Works

National Rental Affordability Scheme Declaration Form

This declaration form is to be signed by the prospective tenant and witnessed by the NRAS tenancy manager prior to commencing a lease under the National Rental Affordability Scheme (NRAS) in Queensland.

The NRAS tenancy manager is required to retain the original declaration form for audit purposes.

Important Information

- You must be eligible for NRAS at the time of your application **and** at the time of being offered housing by the NRAS tenancy manager. You will be required to provide proof of identity and income evidence confirming that you are still eligible for the scheme **prior** to being given a tenancy.
- You are required to retain documentation to verify your household asset position and residency status during the lease period (see table below of evidence you should keep to verify your household asset positions). You may be subject to an audit process which will assess your eligibility under the Queensland Government NRAS criteria.
- Accommodation made available through the National Rental Affordability Scheme is not social housing. The Department of Housing and Public Works has no involvement in the ownership of properties, selection of tenants or management of tenancies under NRAS and cannot take responsibility for tenancy outcomes.

Evidence of your household assets include:

- Centrelink/Department of Veterans' Affairs Income and Assets Statement
- Copies of banks, building society or credit union statements showing money in accounts
- Statements from financial institutions showing total sum of financial investments held in shares, bonds, debentures, friendly society bonds, property trusts and any other trusts or managed investments
- Evidence detailing overseas pensions
- Compensation payouts or lump sum payout documentation
- Written statement from superannuation company showing the total amount in super fund or investment, including annuities (for applicants who have reached preservation age).

Current household asset limits can be found at www.HousingandPublicWorks.gld.gov.au/housing

Personal information privacy notice

The Department of Housing and Public Works has collected personal information on your application form to provide you with housing assistance in connection with the National Rental Affordability Scheme. To assist you with your housing needs and services, relevant personal information related to your eligibility for the Scheme, will be disclosed to: tenancy managers of National Rental Affordability Scheme properties, partner agencies, service providers, agencies authorised by legislative provisions, and local governments and non-governmental agencies that will provide you with housing and/or support services. Limited personal information may be used for housing related research, policy or planning functions. Unless authorised or required by law, your personal information will not be passed on to any other third party without your consent. More information about the department's privacy policy is available on the department's website.

Declarations

I understand:

- that accommodation made through the National Rental Affordability Scheme is not social housing. The Department of Housing and Public Works has no involvement in the ownership of properties, allocations to tenants or management of tenancies under the scheme, and hence does not take responsibility for tenancy outcomes
- the instructions and Privacy Notice on this form
- that all or part of my personal information provided in my NRAS application has been given to non-government agencies to assist in referring my application to National Rental Affordability Scheme tenancy managers
- that this form will be used by the Department of Housing and Public Works to verify that my National Rental Affordability Scheme application was true and correct
- that I may become ineligible for National Rental Affordability Scheme assistance if changes occur to any of my, or members of my household's circumstances and/or incomes and/or assets detailed in my application
- that at the time of signing any residential tenancy agreement with an approved tenancy manager under the National Rental Affordability Scheme, I must produce proof of identity and income details that verify I am still eligible for the scheme
- that I will commit an offence and be liable to a penalty under the *Housing Act 2003* if I knowingly provide to the Department of Housing and Public Works false or misleading information that may influence decisions about eligibility for housing services and may make my application invalid.

I agree to be bound by the Privacy Notice and Declarations.

I declare to the best of my knowledge, the information I have provided on this form and in conjunction with my NRAS application is true and correct.

Name of applicant

NRAS Registration Number

Signed by the applicant

Date / /

Full name of witness

Position

Signature

Date / /

REIQ
REAL ESTATE INSTITUTE QUEENSLAND
Accredited Agency

Application for Residential Tenancy

(One application to be completed per person)

PART 1: RENTAL PROPERTY DETAILS

ITEM 1: AGENT DETAILS

AGENCY NAME: Aspire Project Services Pty Ltd T/A NRAS Rental Property

ADDRESS: PO Box 7758

SUBURB: Sippy Downs STATE: QLD POSTCODE: 4556

PHONE: 1300 682 259 MOBILE: FAX: 07 5450 2776 EMAIL: rentals@aspirehousinggroup.com

ITEM 2: PROPERTY DETAILS

ADDRESS:

SUBURB: STATE: POSTCODE:

Rent: $ Rent period: ← *weekly / fortnightly / monthly* Bond: $

Tenancy Term: ☐ Fixed term agreement ☐ Periodic agreement

Starting on: Ending on:

PART 2: APPLICANT DETAILS

ITEM 3: CONTACT DETAILS

FULL NAME: DATE OF BIRTH:

Have you been known by any other name(s)? ☐ Yes ☐ No

If Yes, what other name(s) have you been known by?

WORK PHONE: MOBILE: HOME PHONE: EMAIL:

Driver's Licence/passport number: State:

Number of vehicles: Registration number(s):

ITEM 4: DEPENDANTS

Do you have any dependants? ☐ Yes ☐ No

DEPENDANT FULL NAME(S):	RELATIONSHIP TO APPLICANT:	DEPENDANT DATE OF BIRTH:

ITEM 5: SMOKING

Are you or any of the dependants living with you a smoker? ☐ Yes ☐ No

ITEM 6: PETS

Do you intend to keep pets at the property? ☐ Yes ☐ No Number of pets:

Type of Pet/s: Are your pets registered with a council? ☐ Yes ☐ No

If Yes, please state which council:

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ITEM 7: APPLICANTS ADDRESS HISTORY

CURRENT RESIDENTIAL ADDRESS:

SUBURB: STATE: POSTCODE:

PERIOD OF OCCUPANCY: TYPE OF OCCUPANCY: ☐ Rent ☐ Owner ☐ Other: →

CURRENT AGENT/LESSOR (If renting): AGENT/LESSOR PHONE:

CURRENT RENT $ Rent period: ← *weekly / fortnightly / monthly* REASON FOR LEAVING:

PREVIOUS RESIDENTIAL ADDRESS:

SUBURB: STATE: POSTCODE:

PERIOD OF OCCUPANCY: TYPE OF OCCUPANCY: ☐ Rent ☐ Owner ☐ Other: →

PREVIOUS AGENT/LESSOR: AGENT/LESSOR PHONE:

PREVIOUS RENT: $ Rent period: ← *weekly / fortnightly / monthly* REASON FOR LEAVING:

ITEM 8: EMPLOYMENT DETAILS

Are you employed? ☐ Yes ☐ No (if no, please provide details of previous employer, if any)

Employment status: ☐ Full time ☐ Part time ☐ Casual ☐ Contract ☐ Self employed

OCCUPATION: NET INCOME (per week) $

DATE COMMENCED EMPLOYMENT (approx.) DATE TERMINATED EMPLOYMENT (if any):

EMPLOYER/BUSINESS NAME: PHONE:

ADDRESS:

SUBURB: STATE: POSTCODE:

IF SELF EMPLOYED, ACCOUNTANT'S NAME: PHONE:

ITEM 9: CENTRELINK PAYMENTS

Are you receiving any regular Centrelink payments? ☐ Yes ☐ No

DESCRIPTION OF PAYMENT(S):

TOTAL INCOME (PER WEEK): $ DATE PAYMENTS COMMENCED:

ITEM 10: STUDENT DETAILS

Are you studying full time? ☐ Yes ☐ No

NAME OF EDUCATION INSTITUTION YOU ARE CURRENTLY ATTENDING: STUDENT IDENTIFICATION NUMBER:

Are you an overseas student? ☐ Yes ☐ No If yes, Visa expiry date:

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ITEM 11: PERSONAL REFERENCES

Please do not list relatives, another applicant or partners and provide business hours contact numbers.

REFEREE 1: RELATIONSHIP:

ADDRESS:

PHONE/MOBILE:

SUBURB: STATE: POSTCODE:

REFEREE 2: RELATIONSHIP:

ADDRESS:

PHONE/MOBILE:

SUBURB: STATE: POSTCODE:

ITEM 12: PERSONAL REPRESENTATIVE

i.e. preferred person(s) to be contacted in the event of an emergency.

REPRESENTATIVE 1: RELATIONSHIP:

ADDRESS:

PHONE/MOBILE:

SUBURB: STATE: POSTCODE:

REPRESENTATIVE 2: RELATIONSHIP:

ADDRESS:

PHONE/MOBILE:

SUBURB: STATE: POSTCODE:

PART 3: SUPPORTING DOCUMENTS

ITEM 13: IDENTIFICATION

You are required to meet a 100 point identification criterion upon submission of your application.
The Agent/Lessor may photocopy any item and retain as part of your application.

Please tick the identifying documents you have provided with your application.

IMPORTANT: At least one form of Photo Identification MUST be provided.

70 Points

- ☐ Passport
- ☐ Full birth certificate
- ☐ Citizenship certificate

40 Points

- ☐ Australian Driver's Licence
- ☐ Student Photo ID
- ☐ Department of Veterans Affairs card
- ☐ Centrelink card
- ☐ Proof of age card
- ☐ State/Federal Government Photo ID

25 Points

- ☐ Medicare card
- ☐ Council rates notice
- ☐ Motor vehicle registration
- ☐ Telephone bill
- ☐ Electricity bill
- ☐ Gas bill
- ☐ Tenancy History Ledger
- ☐ Bank statement
- ☐ Credit card statement
- ☐ Last FOUR rent receipts
- ☐ Rent bond receipt
- ☐ Previous tenancy agreement

ITEM 14: PROOF OF INCOME

You are also required to supply the Agent/Lessor with proof of your income upon submission of your application.

Employed: Last TWO pay slips.

Self employed: Bank statements, Group Certificate, Tax Return or Accountant's letter.

Not employed: Centrelink statement.

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PART 4: DECLARATION

PLEASE DECLARE THE FOLLOWING BY SELECTING EITHER TRUE or FALSE

I, the Applicant

1.	Have never been evicted by an Agent/Lessor	☐ True	☐ False
2.	Have no known reasons that would affect my ability to pay rent	☐ True	☐ False
3.	Was refunded the rental bond for my last address in full (if applicable)	☐ True	☐ False

If false, please advise what deductions were made from your bond?

4.	Have no outstanding debt to another Agent/Lessor?	☐ True	☐ False

If false, why are you in debt to your past Agent/Lessor?

PART 5: ACKNOWLEDGEMENT

PLEASE ACKNOWLEDGE THE FOLLOWING BY SELECTING EITHER YES or NO

I, the Applicant

1.	Acknowledge that my personal contents insurance is not covered under any Lessor insurance policy/s and understand that it is my responsibility to insure my own personal belongings.	☐ Yes	☐ No
2.	Understand that you as the Agent/Lessor have collected this information for the purpose of determining whether I am a suitable tenant for the property - in particular to check my identification, my ability to care for the property, my character and my creditworthiness.	☐ Yes	☐ No
	2.1 for such purposes, I authorise you to contact the persons named in this application, and to undertake such enquiries and searches (including tenancy databases searches) as you consider reasonably necessary.	☐ Yes	☐ No
	2.2 in doing so, I understand that information provided by me may be disclosed to, and further information obtained from, referees named in this application and other relevant third parties.	☐ Yes	☐ No
3.	Acknowledge and accept that if this application is denied, the Agent is not legally obliged to provide reasons as to why.	☐ Yes	☐ No
4.	Consent and understand that should my tenancy be accepted and upon commencement of the tenancy agreement, there may be cause for the Agent/Lessor to pass my details onto others which may include (but is not limited to) insurance companies, body corporates, contractors, other real estate agents, salespeople and tenancy default databases.	☐ Yes	☐ No
5.	Acknowledge that I have received and reviewed the General Tenancy Agreement (Form 18a), the Standard Terms and any special terms before completing this application.	☐ Yes	☐ No
6.	Acknowledge that I have received or have available the Information Statement (Form 17a), body corporate by-laws (if applicable) before completing this application.	☐ Yes	☐ No
7.	Acknowledge that I have signed the agency's Privacy Notice and Consent.	☐ Yes	☐ No
8.	Acknowledge that the Lessor and Applicant (tenant) are bound by this agreement immediately upon communication of either the lessor or agent's acceptance of the application.	☐ Yes	☐ No
9.	Consent to the use of email and facsimile in accordance with the provisions set out in Chapter 2 of the *Electronic Transactions (Queensland) Act 2001 (Qld)* and the *Electronic Transactions Act 1999 (Cth)*.	☐ Yes	☐ No
10.	Declare that the above information is true & correct and that I have supplied it of my own free will.	☐ Yes	☐ No

Name of Applicant: _____

Signature: _____ **Date:** _____

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General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008

rta residential tenancies authority

Example Only

Part 1 Tenancy details

Item 1 **1.1 Lessor**

Name/trading name: KRINES FAMILY TRUST TRADING AS RAY WHITE ROMA

Address: 34 QUINTIN STREET, PO BOX 134, ROMA QLD Postcode 4455

1.2 Phone: 07 4622 2688 Mobile: Email: roma.qld@raywhite.com

Item 2 **2.1 Tenant/s**

Tenant 1 Full name/s

Phone Email

Tenant 2 Full name/s

Phone Email

Tenant 3 Full name/s

Phone Email

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

Item 3 **3.1 Agent** If applicable. See clause 43

Full name/trading name: Ray White Roma

Address: 34 Quintin Street

Roma QLD Postcode 4455

3.2 Phone: 07 4622 2688 Mobile: 0428223380 Email: roma.qld@raywhite.com

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 ☐ Facsimile Yes ☐ No ☐

4.3 Agent
Email Yes ☐ No ☐ Facsimile Yes ☐ No ☐

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

Postcode

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

As per Entry Condition Report

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

6.2 Starting on / / **6.3 Ending on** / /

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

Item 7 **Rent** $ per ☑ week ☐ fortnight ☐ month See clause 8(1)

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

Item 9 **Method of rent payment** Insert the way the rent must be paid. See clause 8(3)

Cash / Eftpos / Direct to Bank Account

Details for direct credit

BSB no. Bank/building society/credit union

Account no. Account name

Payment reference

Item 10 **Place of rent payment** Insert where the rent must be paid. See clause 8(4) to 8(6)

Ray White Roma, 34 Quintin Street, Roma QLD 4455

Item 11 **Rental bond amount** $ 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
Gas ☑ Yes ☐ No
Phone ☑ Yes ☐ No

Any other service that a tenant must pay ☐ Yes ☐ No
Type See special terms (page 8)

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
Gas
Phone

Any other service stated in item 12.1
See special terms (page 8)

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

Electricity
Gas
Phone
Any other service stated in item 12.1
See special terms (page 8)

Item 15 **Number of persons allowed to reside at the premises** 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 **17.1 Pets approved** ☐ Yes ☐ No See clause 24(1)

17.2 The types and number of pets that may be kept See clause 24(2)

Type Number Type Number

Item 18 **Nominated repairers** Insert name and telephone number for each. See clause 31

Electrical repairs: Contact Ray White Roma Phone: 07 4622 2688
Plumbing repairs: Contact Ray White Roma Phone: 07 4622 2688
Other: Contact Ray White Roma Phone: 07 4622 2688

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.

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 3 days after the later of the following days -

(a) the day the tenant is entitled to occupy 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.

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

(1) This clause applies if -

(a) this agreement is a fixed term agreement; and

(b) the tenant terminates it before the term ends in a way not permitted under the Act.

(2) The tenant must pay the reasonable costs incurred by the lessor in reletting the premises.

Note - For when the tenant may terminate early under the Act, see clause 36 and the information statement. Under section 362, the lessor has a general duty to mitigate (avoid or reduce) the costs.

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 the way stated in this agreement for item 9; or

(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 there is no way stated in this agreement for item 9 or no way agreed after the signing of this agreement - in an approved way under section 83(4).

Note - If the way rent is to be paid is another way agreed on by the lessor and tenant under section 83(4)(g), the lessor or the lessor's agent must comply with the obligations under section 84(2).

(4) The rent must be paid at the place stated in this agreement for item 10.

(5) 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.

(6) 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.

General tenancy agreement (Form 18a)
Residential Tenancies and Rooming Accommodation Act 2008
rta residential tenancies authority

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) 6 months after the day the existing rent became payable by the tenant.

(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, if this agreement is a fixed term agreement, the rent may be increased before the term ends only if a special term -

(a) provides for a rent increase; and

(b) states the amount of the increase or how the amount of the increase is to be worked out.

(6) A rent increase is payable by the tenant only if the rent is increased under this clause.

11 Application to tribunal about excessive increase - s 92

(1) If a notice of proposed rent increase is given and the tenant considers the increase is excessive, the tenant may apply to a tribunal for an order setting aside or reducing the increase.

(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 138 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 and 166W

(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. See 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 166(4)(a) to (e).

(5) 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.

(6) 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.

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 under the *Body Corporate and Community Management Act 1997* or *Building Units and Group Titles Act 1980* 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 by-laws.

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 Pets

(1) The tenant may keep pets on the premises only if this agreement states for item 17.1 that pets are approved.

(2) If this agreement states for item 17.1 that pets are approved and this agreement states for item 17.2 that only -

(a) a particular type of pet may be kept, only that type may be kept; or

(b) a particular number of pets may be kept, only that number may be kept; or

(c) a particular number of a particular type of pet may be kept, only that number of that type may be kept.

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.

(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.

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 - s 188(2) and (3)

(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.

Subdivision 3 The dwelling

27 Fixtures or structural changes - ss 207-209

(1) The tenant may attach a fixture, or make a structural change, to the premises only if the lessor agrees to the fixture's attachment or the structural change.

Note - Fixtures are generally items permanently attached to land or to a building that are intended to become part of the land or building. An attachment may include, for example, something glued, nailed or screwed to a wall.

(2) The lessor's agreement must be written, describe the nature of the fixture or change and include any terms of the agreement.

Examples of terms -

- that the tenant may remove the fixture
- that the tenant must repair damage caused when removing the fixture
- that the lessor must pay for the fixture if the tenant can not remove it

(3) If the lessor does agree, the tenant must comply with the terms of the lessor's agreement.

(4) The lessor must not act unreasonably in failing to agree.

(5) If the tenant attaches a fixture, or makes a structural change, to the premises without the lessor's agreement, 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 change as an improvement to the premises for the lessor's benefit (that is, treat it as belonging to the lessor, without having to pay the tenant for it).

28 Supply of locks and keys - s 210

(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).

29 Changing locks - ss 211 and 212

(1) The lessor or the tenant may change locks if -

(a) both agree to the change; or

(b) there is a tribunal order permitting the change; or

(c) there is a reasonable excuse for making the change.

Example of a reasonable excuse -

an emergency requiring the lock to be changed quickly

(2) The lessor or tenant must not act unreasonably in failing to agree to the change of a lock.

(3) If a lock is changed, the party changing it must give the other party a key for the changed lock unless -

(a) a tribunal orders that a key not be given; or

(b) the other party agrees to not being given a key.

Subdivision 4 Damage and repairs

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

(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) ***Routine repairs*** are repairs other than emergency repairs.

31 Nominated repairer for emergency repairs - s 216

(1) The lessor's nominated repairer for emergency repairs of a particular type may be stated either -

(a) in this agreement for item 18; or

(b) in a notice given by the lessor to the tenant.

(2) The nominated repairer is the tenant's first point of contact for notifying the need for emergency repairs.

32 Notice of damage - s 217

(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.

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 2 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.

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 tenant and the lessor agree in writing; or

(b) the lessor gives a notice to leave the premises to the tenant 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 the premises to the lessor and hands over vacant possession of the premises to the lessor on or after the handover day; or
(d) a tribunal makes an order terminating this agreement; or
(e) the tenant abandons the premises; or
(f) after receiving a notice from a mortgagee under section 317, the tenant vacates, or is removed from, the premises.

Note - For when a notice to leave or a notice of intention to leave may be given and its effect and when an application for a termination order may be made to a tribunal, see the information statement.

(2) Also, if a sole tenant dies, this agreement terminates in accordance with section 277(7) or (8).

Note - See the information statement for details.

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

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

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)

(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 the tenant has a reasonable excuse for not telling the lessor or agent the new address.

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.

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 requirement about a service charge.

Note - See section 164 for what is a service charge.

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 - See the information statement for a list of the approved forms.

(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.

General tenancy agreement (Form 18a)
Residential Tenancies and Rooming Accommodation Act 2008
residential tenancies authority

Part 3 Special terms

Insert any special terms here and/or attach a separate list if required. See clause 2(3) to 2(5)

Refer to attached special terms approved by the Real Estate Institute of Queensland.

1. Water usage is only charged if excess water is used by the tenants (over 472kl p/a)

2. If tenants are approved pets, they must remain outside at all time. On vacating they must provide a receipt for a flea treatment both internal and external to the office.

3. Smoking is not permitted inside the property.

4. Light bulb replacement is the responsibility of the tenants.

The tenant/s must receive a copy of the information statement (Form 17a) and a copy of any applicable by-laws if copies have not previously been given to the tenant/s. **Do not send to the RTA - give this form to the tenant/s. keep a copy for your records.**

Signature of lessor/agent

Name/trading name

Signature

Date / /

in the presence of (witness)

Print name

Witness signature

Date / /

Signature of tenant 1

Print name

Signature

Date / /

in the presence of (witness)

Print name

Witness signature

Date / /

Signature of tenant 2

Print name

Signature

Date / /

in the presence of (witness)

Print name

Witness signature

Date / /

Signature of tenant 3

Print name

Signature

Date / /

in the presence of (witness)

Print name

Witness signature

Date / /

Information

For offer inspection

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 in the special terms 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 Care of the premises by the tenant

(1) During the tenancy, the tenant must-
- (a) not do anything that might block any plumbing on 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) keep the premises free from pests and vermin;
- (f) keep the walls, floor, 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) not intentionally or negligently damage the premises and inclusions;
- (h) only hang clothing and other articles outside the premises in areas designated by the lessor or the lessor's agent;
- (i) 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;
- (j) 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).
- (k) where the lessor has consented to animals being kept at the premises, the tenant must ensure all animals are kept in accordance with relevant local laws, state laws and federal laws including but not limited to, the *Animal Management (Cats & Dogs) Act 2008 and the Animal Care and Protection Act 2001 where applicable.*

(2) The obligations of the tenant at the end of the occupancy regarding the condition of the premises include -
- (a) if the carpets were professionally shampooed or steam cleaned at the start of the tenancy, having the carpets shampooed or steam cleaned:
  - (i) to the same standard they were in at the start of the tenancy, fair wear and tear excepted on the last day of the occupancy; and
  - (ii) giving the lessor or lessor's agent a copy of the relevant carpet cleaner's receipt or other relevant evidence to demonstrate that the tenant has complied with this requirement; and
  - (iii) giving the lessor or lessor's agent a copy of any professional carpet cleaner's receipt;
  - (iv) if birds or animals have been kept at the premises, to pay for the premises to be fumigated and deodorised by a professional fumigator.
- (b) repairing the tenant's intentional or negligent damage to the premises or inclusions;
- (c) 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;
- (d) removing rubbish;
- (e) replacing inclusions (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.

(3) If the tenant does not meet the tenant's obligations at the end of the tenancy the lessor or the lessor's agent may pay for this to be done and claim the cost of doing so from the rental bond.

47 Locks and keys and remote controls

(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) The tenant must return all keys, access keycards and/or any remote controls to the lessor or the lessor's agent at the end of the tenancy.

48 Early termination by tenant

If the tenancy is breached before the end of the tenancy specified in item 6 despite other provisions of this agreement the lessor may claim from the tenant -
- (a) the rent and service charges until the lessor re-lets the premises or the end of the tenancy as specified in item 6 whichever is the earlier; and
- (b) the reasonable costs (including advertising costs) of re-letting and attempting to re-let the premises. (Sections 173(2) and 420).

INITIALS

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Special Terms *continued...*

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

49 Liability excluded

The tenant shall be liable for and shall indemnify and defend the lessor or the lessor's agent, its directors, officers, employees, and agents, 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 or breach of this agreement or obligations under the Act.

50 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 or breach of this agreement or obligations under the Act.

51 Tenant's insurance

It is the tenant's and approved occupant's responsibility to adequately insure their own property and possessions.

52 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 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 clause, 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.

53 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 clause 53(1) and 53(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.

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Ray White

REIQ
Accredited Agency

Smoke Alarms and your legislative obligations as a tenant in Queensland

As of 1 July 2007, the *Fire and Rescue Service Act 1990* has required that tenants clean and test all smoke alarms that are in their rental home. This must be done at least once during a twelve(12) month tenancy. The cleaning and testing of alarms by tenants applies to tenancies of 12 months or longer, or if your tenancy is, or becomes a periodic tenancy of 12 months or longer.

If a tenancy is less than 12 months, the Lessor is required to clean and test all alarms only if the tenancy is renewed. For example, you have a 6 month tenancy now, and an offer of renewal is provided in 6 months time and you accept, the Lessor has to have all alarms cleaned and tested. If the tenancy renewal is not offered or renewed, it then reverts to a periodic tenancy. The Lessor's obligation does not extend to this situation.

It is also a requirement that Tenants change the battery in any smoke alarms when it is flat, or almost flat. If you become aware that a smoke alarm has failed or is about to fail, other than because of a flat battery, please advise our agency immediately.

If you are unable to fulfil your legislative duties personally, our agency can supply a list of prebuilt contractors that can carry out the work for you at your expense. Or, if you prefer, you can appoint your own contractor. We strongly recommended that you ensure that any contractors that are appointed on your own behalf carry adequate qualification (if required) and hold Public Liability insurance.

Please sign below to acknowledge receipt of this statement.

Smoke alarms save lives.

SIGNATURES ← *If more than four tenants, please attach another copy of this form*

Tenant Name:

Signature: **Date:**

Tenant Name:

Signature: **Date:**

Tenant Name:

Signature: **Date:**

Tenant Name:

Signature: **Date:**

Agent on behalf of Lessor: Ray White Roma

Signature: **Date:**

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For Your Information

Ray White

REIQ
Accredited Agency

Rent Arrears Procedure

To our valued Customer,

Because we value your business, we like to keep you informed of our office procedure in the event a tenant fails to pay rent. Please find following the procedure that is adhered to within our office for rent arrears.

4 days in arrears	Courtesy call, sms or reminder letter/email to our customer
8 days in arrears	RTA Form 11 Notice to Remedy Breach will be served on the tenant and a copy forwarded to the lessor for their records. This notice allows the tenant 7 days notice to remedy the breach.
Expiry of the Form 11	RTA Form 12 Notice to Leave will be served on the tenant to terminate the tenancy and a copy forwarded to the lessor for their records. The notice period for this form is 7 days.
Expiry of the Form 12	Customer is to handover possession of the property to the Agent. Failure to do so may result in the agent lodging an urgent tribunal application for termination/warrant of possession.

We encourage open lines of communication and urge you to contact us immediately if you are unable to meet your rental payment commitments at any stage of the tenancy.

SIGNATURES ← *(If more than 4 tenants, attach another copy of this form)*

Tenant Name:

Signature: **Date:**

Tenant Name:

Signature: **Date:**

Tenant Name:

Signature: **Date:**

Tenant Name:

Signature: **Date:**

Agent on behalf of Lessor: Joy Byrnes

Signature: **Date:**

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For Your Information