

Rental application (Form 22)

Residential Tenancies and Rooming Accommodation Act 2008
(Sections 57B–57D and 457C–457E, 458A, 458B)



This rental application form should be used by all applicants and property managers or owners for residential tenancies. For more information about your rights and responsibilities, please see our [Application process webpage](#).

Information to complete this application

If there is more than 1 applicant applying for the same property, each applicant needs to complete a separate application form (e.g. if applying with a partner, spouse or friends each person needs to complete a separate application form).

Property managers/owners should indicate on the application form ways to submit an application under item 3, and documents requested under items 7, 8 and 9 as well as provide information regarding tenancy databases under item 15.

Applicants should complete all other items on the form.

1 Property manager/owner details

Full name	Ray White Rural Crows Nest		
Phone	07 4698 2770	Email	pm.crowsnest@raywhite.com
Agency details (if applicable)	19a Curnow Street		
Crows Nest Qld 4355			

2 Address of the premises

	Postcode	

3 Ways to submit your application

Note: The property manager/owner should indicate the submission methods

Submit your application using one of the following two methods:

1	Paper copy in person or on email to pm.crowsnest@raywhite.com
2	realestate.com

4 Number of occupants

Total number of occupants (including those under 18 years of age) intended to reside on the premises

Number of occupants under 18 years of age

5 Applicant details

Personal details

Full name			Date of birth	
Current address				
			Postcode	
Phone		Email		

6 Employment details

Current employer			
Job title			
Length of employment		Gross weekly income	

Note: If you cannot provide details of your current employment or income, please provide other details about your ability to pay rent under item 7, Financial information.

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7 Financial information

Note: The property manager/owner should indicate which financial information documents are requested.

Please provide the following documents to verify your ability to pay rent

- 1 Most Recent Payslip or centrelink statement
- 2 Bank statement for last 3 months (without transaction details)

Examples: most recent pay slips, bank statements (without transaction details), other financial documents (as requested by the property manager/owner). Note: Required documents may vary depending on individual circumstances, refer to the property manager/owner requirements.

If not receiving regular income (e.g. self-employed, casual, freelance, between employment)

Please provide details of previous employment or other documents supporting your financial ability to pay rent, such as:

- Pay slips from previous employment
- Bank statements (without transaction details)
- Centrelink payment statements/letters
- Proof of savings or assets
- Other

8 Verification of identity

Note: The property manager/owner should indicate which identity documents are requested.

Please provide the following documents to verify your identity. You should discuss the most suitable method of identity verification if you are unable to provide the requested documents

- 1 Photo identification (driver's license or passport or proof of age card)
- 2 Medicare card

Note: If you are providing copies of identification documents, your personal information must be stored securely. If your application is unsuccessful, the property manager or owner must destroy this information within 3 months of the relevant tenancy commencing, unless you otherwise consent for information to be held for a longer period.

9 Applicant suitability

Note: The property manager/owner should indicate which documents are requested.

Please provide the following documents to support your suitability

- 1 Tenant ledger for current tenancy (without showing bond details)
- 2 Rental reference letter

Note: Where an applicant may be unable to provide the requested documentation, they should discuss with the property manager/owner other alternative suitable documentation.

10 Rental history (if you do not have a rental history, leave this section blank)

Property 1

Current/previous address			
		Postcode	
Rental period (Start – End)			
Property manager/owner name			
Property manager/owner email			
Property manager/owner phone			

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Property 2

Previous address			
		Postcode	
Rental period (Start – End)			
Property manager/owner name			
Property manager/owner email			
Property manager/owner phone			

11 References

Please provide 2 referees who can verify your ability to care for the premises

Name			
Phone		Email	
Referee's connection to applicant			
Name			
Phone		Email	
Referee's connection to applicant			

12 Pet details

Do you intend to keep any pets at the premises? ☐ Yes ☐ No

If yes, provide details

Type/s of pets	
Number of pets	

Other information about any pets (optional)

Examples: The pet's age, temperament, training, whether the pet is to be kept inside and/or outside, photos of any pets or their enclosures

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Note: If a pet is to be kept at the premises, the tenancy agreement may contain additional reasonable conditions such as requiring the tenant to do pest control and carpet cleaning.

13 Vehicle details

Will any vehicles be parked at the premises? ☐ Yes ☐ No

If yes, please specify the number of vehicles

Cars ☐ Trailers ☐ Caravans ☐ Heavy vehicles ☐ Boats ☐ Other motor vehicles ☐

Note: If vehicles are to be parked on the premises the property manager/owner may require additional conditions in the tenancy agreement such as the requirement for vehicles to be parked in a dedicated parking space, driveway, park or body corporate rules relating to vehicles.

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14 Term of tenancy

Preferred move-in date	
Desired lease term (e.g. 6 months, 12 months, 24 months)	

15 Tenancy databases

A property manager/owner can use tenancy databases to check an applicant's tenancy history.

The following databases may be used to check an applicant's tenancy history. An applicant may contact the tenancy databases using the following details.

Tenancy database	Phone number	Web address
TICA	(02) 9743 1800	https://www.tica.com.au/

16 Submission confirmation: Your application will not be processed unless all required documents are submitted

Print name

Signature

Date

Help or further information

For further information, visit the Residential Tenancies Authority (RTA) website at rta.qld.gov.au or call the RTA's Contact Centre on 1300 366 311.

Important information:

- Application form:** Property managers and owners must use a standardised tenancy application form which complies with the *Residential Tenancies and Rooming Accommodation Act 2008* (the Act) and the *Residential Tenancies and Rooming Accommodation Regulation 2009* (the Regulation).
- Exemptions:** Relevant lessors, as defined under section 57B(7) of the Act, are not required to use this standardised application form.
- Ways to submit applications:** Applicants must be given at least 2 different ways to submit their application, one of which must not be a restricted way. Restricted ways are:
 - where an applicant is required to provide their personal information through an online platform to someone who is not the property manager or owner, but who is collecting the information on behalf of the property manager or owner, and/or
 - a method that incurs a cost to the applicant such as an application fee or the cost to conduct a background check.
- Request for information from applicants:** Applicants can only be asked for specific details, including proof of identity, financial ability to pay rent, documents assessing their suitability and references. Applicants cannot be asked to provide information such as details about legal actions they have taken, including previous tenancy disputes or matters considered by the tribunal, history of rental bond claims, breach notices given by and to the applicant, and statements of credit accounts or bank accounts detailing transactions.
- Verifying identity:** An applicant can prove their identity either by presenting the original documents or providing a copy. The property manager or owner must not keep a copy of the original documents unless the applicant has given their consent. No consent is required if a copy of the documents is provided instead of the original.
- The information provided must be used solely to assess an applicant's suitability as a tenant.
- An applicant's personal information must be stored securely and only used for the application process.
- An applicant should ensure that they keep a copy of their application form for their records.
- If an applicant does not have the requested documentation, they should discuss with the property manager or owner what other documentation may be suitable.

Failure to comply with application process requirements is an offence, with a maximum penalty of 20 penalty units.

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Discrimination in accommodation

If an applicant believes they are unlawfully being discriminated against, they should contact the Queensland Human Rights Commission.

The Commission handles complaints of discrimination, including those based on race, gender, age, disability, relationship status, sexuality, and other protected attributes under the Queensland *Anti-Discrimination Act 1991*. The Commission can provide guidance on how to file a complaint and assist in resolving issues related to unlawful discrimination.

Assessment of an application

A property manager or owner will assess the suitability of an applicant based on the information provided, including checking tenancy databases identified in Item 15. If an applicant is listed on a tenancy database, they will be informed of the listing details. For more information visit the RTA's website.

An applicant should ensure that they complete the application in full with true and correct information.

A property manager or owner is not required to provide reasons to an applicant on why their application is unsuccessful.

For office use only

Received by

Date received

Application submitted by

Email

☐

In-person

☐

Postal mail

☐

Other

☐

Verification of identity completed

☐

Yes

☐

No

Required documents attached

☐

Yes

☐

No



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Telephone interpreter service



If you have difficulty understanding English, you can access a [free interpreter service](#) by calling the RTA (Monday to Friday, 8:30am to 5:00pm – AEST time zone).

Calling from within Australia – Call 1300 366 311.

Calling from overseas – International callers +61 7 3224 1600 (+10 hours UTC)

Arabic

يمكنك الوصول إلى الدعم من RTA عن طريق الاتصال بالرقم **1300 366 311** (من داخل أستراليا) أو **+61 7 3224 1600** (من خارج أستراليا)، من الاثنين إلى الجمعة، من الساعة 8:30 صباحاً إلى 5:00 مساءً بتوقيت شرق أستراليا. ويمكنك الوصول إلى خدمة الترجمة المجانية عند الاتصال بهذا الرقم.

Punjabi

ਤੁਸੀਂ RTA ਕੋਲੋਂ ਸਹਾਇਤਾ ਪ੍ਰਾਪਤ ਕਰਨ ਲਈ: **1300 366 311** (ਆਸਟ੍ਰੇਲੀਆ ਵਿੱਚ) ਜਾਂ **+61 7 3224 1600** (ਆਸਟ੍ਰੇਲੀਆ ਤੋਂ ਬਾਹਰ) 'ਤੇ ਸੋਮਵਾਰ ਤੋਂ ਸ਼ੁੱਕਰਵਾਰ, 8:30 ਸਵੇਰ ਤੋਂ 5:00 ਸ਼ਾਮ AEST 'ਤੇ ਫੋਨ ਕਰ ਸਕਦੇ ਹੋ। ਜਦੋਂ ਤੁਸੀਂ ਇਸ ਨੰਬਰ 'ਤੇ ਫੋਨ ਕਰੋਗੇ ਤਾਂ ਤੁਹਾਨੂੰ ਮੁਫਤ ਦੁਆਸ਼ੀਆ ਸੇਵਾ ਵੀ ਮਿਲ ਸਕਦੀ ਹੈ।

Japanese

RTAによるサポートにアクセスするには、月曜日から金曜日の午前8時30分から午後5時まで（AESTオーストラリア東部標準時）に電話番号 **1300 366 311** (オーストラリア国内)または **+61 7 3224 1600** (オーストラリア国外)に電話してください。この番号に電話すると、無料の通訳サービスにアクセスできます。

Korean

RTA의 지원 서비스를 이용하려면 **1300 366 311** (호주 국내) 또는 **+61 7 3224 1600** (호주 국외)번으로 전화하십시오(월요일~금요일, 호주 동부표준시 기준 오전 8:30~오후 5:00). 이 번호로 전화하면 무료 통역 서비스를 이용할 수 있습니다.

Simplified Chinese

若需 RTA 支持服务，请致电 **1300 366 311**（澳大利亚境内）或 **+61 7 3224 1600** 澳大利亚境外），工作时间为周一至周五上午 8:30 至下午 5:00（澳大利亚东部标准时间）。拨打此号码可获取免费口译服务。

Spanish

Puede acceder a la ayuda de la RTA llamando al **1300 366 311** (dentro de Australia) o al **+61 7 3224 1600** (desde fuera de Australia), de lunes a viernes, de 8:30am a 5:00pm hora estándar del este de Australia (AEST). Si llama a este número, podrá acceder a un servicio de intérprete sin cargo.

Traditional Chinese

您可以於澳洲東部標準時間星期一至星期五上午8時30分至下午5時致電**1300 366 311**（澳洲境內）或 **+61 7 3224 1600**（澳洲境外）獲取RTA的援助。致電時，您可以使用免費傳譯服務。

Vietnamese

Quý vị có thể xin RTA hỗ trợ bằng cách gọi số **1300 366 311** (trong nước Úc) hoặc **+61 7 3224 1600** (bên ngoài nước Úc), từ Thứ Hai đến Thứ Sáu, 8:30 sáng đến 5:00 chiều AEST. Quý vị có thể sử dụng dịch vụ thông dịch miễn phí khi gọi đến số này.



Agency Name: Ray White Rural Crows Nest
Address: 19a Curnow Street, Crows Nest Qld 4355
Phone Number: 07 4698 2770
Email Address: pm.crowsnest@raywhite.com

The RayWhite logo is located in the top right corner of the document. It consists of the word "RayWhite" in a bold, black, sans-serif font, with a registered trademark symbol (®) to the upper right of the word. The logo is set against a solid yellow rectangular background.

Privacy Policy

Ray White is an independently owned and operated business. Our complete privacy policy can be found on our website or at <https://www.raywhite.com/franchisee-privacy-policy/>. If you believe that your privacy has been breached, please contact us using the contact details on our website and provide details of the incident so that we can investigate it. Our procedure for investigating and dealing with privacy breaches is set out in our current complaints handling procedures.

We collect personal information in this form to assess your application for a residential tenancy. You also consent to us using your information for the purposes of direct marketing, business research and customer satisfaction enquiries. We may need to collect information about you from your referees. Your consent to us collecting this information is set out below.

We may disclose personal information about you to the owner of the property to which this application relates. If this application is successful we may disclose your details to service providers relevant to the tenancy relationship including but not limited to, maintenance contractors, salespeople, tenancy databases, owners insurers. We may also send personal information about you to the owners of any other properties at your request. Should your application be approved, please note that the tenancy agreement is a legally binding contract between you and the lessor. Our agency acts on behalf of the lessor and is responsible for managing the property. As such, your personal information will be made available to the lessor, as the property owner, in connection with the tenancy.

You have the right to access personal information that we hold about you by contacting our privacy officer or our website.

If you do not complete this form or do not sign the consent below then your application for a residential tenancy may not be considered by the owner of the relevant property or, if considered, may be rejected.

Applicant Name:

Signature:

Date:

Agency Name: Ray White Rural Crows Nest
Address: 19a Curnow Street, Crows Nest Qld 4355
Phone Number: 07 4698 2770
Email Address: pm.crowsnest@raywhite.com

The Ray White logo is displayed in black text on a yellow rectangular background.

Consent

I, the Applicant, acknowledge that I have read the Privacy Statement above and the privacy policy of Ray White via the website link provided. I authorise the agency and its representatives to collect, use, and disclose my personal information as necessary for assessing my tenancy application. This includes contacting the references listed in my application and accessing any relevant tenancy default databases as outlined.

I also understand that if my application is approved, the collection, use, and disclosure of my personal information will continue to be governed by the Privacy Statement and the agency's Privacy Policy throughout the tenancy.

I authorise the agency to disclose:

- Details about any default by me under the tenancy to which the application relates, to any tenancy default database to which the agency has outlined on the tenancy application form.
- Personal information collected about me to the owner of the property even if the owner is resident outside Australia
- Personal information collected about me to any third parties – valuers, contractors, sales people, insurance companies, bodies corporate, other agents and tenancy default databases to which it is reasonably necessary to disclose in relation to the tenancy agreement.

Your personal information may be stored in the cloud in an overseas country and, while you continue to use our services, you consent to your information being disclosed in this manner. We take reasonable steps to ensure that the overseas recipients of your personal information do not breach the privacy obligations relating to your personal information.

If my rental application is accepted by the lessor/property owner, I acknowledge that the agency (acting on behalf of the lessor) will require me to sign an RTA Form 18a General Tenancy Agreement and pay the applicable rent and/or bond within a reasonable timeframe. I understand that all required tenancy documentation will be provided to me before any payment is collected.

Applicant Name:

Signature:

Date:

Agency Name: Ray White Rural Crows Nest
Address: 19a Curnow Street, Crows Nest Qld 4355
Phone Number: 07 4698 2770
Email Address: pm.crowsnest@raywhite.com

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Consent to Seek Reference/s

I, the applicant named below, give permission to the agency identified above to contact the individuals and organisations listed in my tenancy application to request information about me, including personal details, for the purpose of evaluating my suitability as a tenant.

I understand that any information gathered will be used exclusively to assess this application and will be handled in accordance with the confidentiality requirements outlined in the *Residential Tenancies and Rooming Accommodation Act 2008 (QLD)*.

Applicant Name:

Applicant Signature:

Date:



TICA Statement & Privacy Act Acknowledgement Form

As the TICA Group may collect personal information about you, the following information about the TICA Group is provided in accordance with the Australian Privacy Principles in the Privacy Act 1988.

TICA Data Solutions Pty Ltd (ABN 70 638 779 521) is a tenancy database that records tenants' personal information from its members including tenancy application enquiries and tenancy history. If a member chooses to run a check through the TICA System for risk management purposes, this may result in information being disclosed on your previous rental history; also, your current and future managing agent/landlord being advised of your applications.

TICA Assist Pty Ltd (ABN 28 137 488 503) is a database Agent that records information from Debt Collection Agencies, Mercantile Agents, Credit Providers, associated industries and related persons.

In accordance with the Australian Privacy Principles you are entitled to have access to any personal information that we may hold on any of our databases. To obtain your information from the TICA Group proof of identity will be required and can be made by any of the following ways

Mail: TICA Public Inquiries PO BOX 120, CONCORD NSW 2137 a fee of \$19.80

Online: My TICA File provides instant access via the internet for 12 months a \$55.00 subscription fee applies.
All pricing includes GST.

Primary Purpose

The TICA Group collects information from its members and provides such information to other members as a risk management system for the purpose of assessing a tenancy application. The TICA Group does not provide any information that it collects to any other individual or organisation other than its own group of companies for any other purpose other than assessing a tenancy application or risk management system or locating system other than government departments and or agencies allowed by law to obtain information from the TICA Group.

The personal information that the TICA Group may hold is as follows

Name, date of birth, driver's license number, proof of age card number and or passport number (except Australian), photographic proof, email address, occupation, employer (including address and phone), self employment details (including business name and ACN/ABN/ARBN), telephone number (including mobile) and address at time of making a tenancy application, comments made by a TICA member in relation to your tenancy, which members you rented through and which members you applied to and which members are seeking you.

Further Information about TICA

Full details about TICA's Privacy Policies and its deletion timeframe policies can be found on TICA's website at www.tica.com.au under Tenant Information and Privacy.

If the applicant/s personal information is not provided to The TICA Group the member may not proceed with assessing the application and the applicant/s may not be provided with the rental property.

Privacy Act Acknowledgement Form for Tenant Applicants & Approved Occupants

This form provides information about how we the below named agent handle your personal information, as required by the Australian Privacy Principles in the Privacy Act 1988 and seeks your consent to disclosures to the TICA Group of companies (TICA) in specified circumstances. If you do not consent to the disclosure of your personal information to TICA we cannot process your application.

Agency Name: Ray White Rural Crows Nest
(Herein referred to as the "Agent")

Tenant Current Address: _____

Phone: 07 4698 2770 M: 0438 770 922

Email: pm.crowsnest@raywhite.com

As a professional asset manager, the Agent collects personal information about you. The information collected can be accessed by you by contacting our office on the above numbers or addresses.

Primary Purpose

Before a tenancy is accepted the Agent collects your personal information for the primary purpose of assessing the risk to our clients in providing you with a property you have requested to rent and if considered acceptable provide you with a tenancy for the property.

In order to assess your application, the Agent may disclose your personal information to all or any of the following:

- The Lessor / Owners for approval or rejection of your application
- TICA Data Solutions Pty Ltd and TICA Assist Pty Ltd to record details of your application for tenancy with the Agent and assess the risk to our clients and verify the details provided in your application.
- Referees to validate information supplied in your application
- Other Real Estate Agents or asset managers to assess the risk to our clients

The Agent may also consider any information that is disclosed to us by TICA relating to attempts by Debt Collection Agencies, Credit Providers and related person to contact or locate you.

Secondary Purpose

The Agent also has several secondary purposes for collecting your information. These purposes are related to your tenancy and as such, will only become applicable if your application for this property is successful.

During and after the tenancy the Agent may disclose your personal information to

- Tradespeople to contact you for repairs and maintenance of the property;
- Tribunals or Courts having jurisdiction seeking orders or remedies;
- Debt Collection Agencies, Credit Providers and related persons to permit them to contact or locate you;
- TICA Data Solutions Pty Ltd to record details of a breach of your tenancy after you have vacated the property.
- Lessors / Owners insurer in the event of an insurance claim;
- Future rental references to other asset managers / owners.

In the event of a successful tenancy application the applicant's personal information may be recorded in the Agent's TICA Virtual Manager System, which will allow the Agent to be advised of any future tenancy applications for the purpose of skip tracing. Information regarding our data deletion practices can be advised should you wish. The TICA Virtual Manager program will monitor your tenancy applications as part of our Risk Management procedures to protect our landlord's exposure. The monitoring of your tenancy applications is not a listing on the TICA Tenancy History database. This information is information that would be available to the Agent on a truthfully completed tenancy application form.

If you fail to provide your personal information and do not consent to the uses set out above the Agent cannot properly assess the risk to our client or carry out our duties as an asset manager. Consequently the Agent cannot provide you with the property you requested to rent.

Signed by the Applicant(s)

Name: _____ Signature: _____

Name: _____ Signature: _____

Date: _____

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.

- (5) In this clause—
body corporate premises means premises—
- that are part of a body corporate scheme; and
 - 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.

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

- This clause applies if—
 - the tenant attaches a fixture, or makes a structural change, to the premises; and
 - the lessor's approval is required under section 208 to attach the fixture or make the structural change; and
 - the tenant does not attach the fixture, or make the structural change, in accordance with the lessor's agreement.
- The lessor may —
 - take action for a breach of a term of this agreement; or
 - 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).
- 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.

28 Supply of locks and keys - s 210

- The lessor must supply and maintain all locks necessary to ensure the premises are reasonably secure.
- The lessor must give the tenant, or if there is more than 1 tenant, 1 of the tenants, a key for each lock that —
 - secures an entry to the premises; or
 - 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
 - is part of the premises.
- 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

- The lessor or tenant may change a lock at the premises only if —
 - the other party to this agreement agrees to the change; or
 - the lessor or tenant has a reasonable excuse for making the change; or
 - the lessor or tenant believes the change is necessary because of an emergency; or
 - the lock is changed to comply with an order of the tribunal.
- However, the tenant may also change a lock at the premises if the tenant —
 - believes the change is necessary to protect the tenant or another occupant of the premises from domestic violence; and
 - engages a locksmith or other qualified tradesperson to change the lock.
- The lessor or tenant must not act unreasonably in failing to agree to the change of a lock.
- 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 —
 - the other party agrees to not being given the key; or
 - a tribunal orders that the key not be given to the other party.
- 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.

- 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 —
 - the *Body Corporate and Community Management Act 1997*;
 - the *Building Units and Group Titles Act 1980*;
 - a body corporate by-law

Subdivision 4 Damage and repairs

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

- Emergency repairs** are works needed to repair any of the following —
 - a burst water service or serious water service leak;
 - a blocked or broken lavatory system;
 - a serious roof leak;
 - a gas leak;
 - a dangerous electrical fault;
 - flooding or serious flood damage;
 - serious storm, fire or impact damage;
 - a failure or breakdown of the gas, electricity or water supply to the premises;
 - a failure or breakdown of an essential service or appliance on the premises for hot water, cooking or heating;
 - a fault or damage that makes the premises unsafe or insecure;
 - a fault or damage likely to injure a person, damage property or unduly inconvenience a resident of the premises;
 - 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.
- Also, **emergency repairs** are works needed for the premises or inclusions to comply with the prescribed minimum housing standards.
- Routine repairs** are repairs other than emergency repairs.

31 Nominated repairer for emergency repairs - s 216

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

32 Notice of damage - s 217

- If the tenant knows the premises have been damaged, the tenant must give notice as soon as practicable of the damage.
- If the premises need routine repairs, the notice must be given to the lessor.
- If the premises need emergency repairs, the notice must be given to —
 - the nominated repairer for the repairs; or
 - if there is no nominated repairer for the repairs or the repairer can not be contacted — the lessor.
- 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 practicably 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.

- (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.

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 lessor 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.

- (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.

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.
- (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.

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.

Special Terms *continued...*

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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.

Special Condition**General Tenancy - Smoking Not Allowed on Premises**

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.