

# General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008



## Part 1 Tenancy details

<b>Item 1</b>	<b>1.1 Lessor</b>
	Name/trading name <b>Barbarossa</b>
Address	
C/- Lanjack Pty Ltd trading as Denovans Real Estate, 630 Samford Road	
Mitchelton <span style="float: right;">QLD</span> <span style="float: right;">Postcode 4053</span>	
	<b>1.2 Phone</b> <span style="margin-left: 100px;"><b>Mobile</b></span> <span style="margin-left: 100px;"><b>Email</b></span>
	07 3355 6233 <span style="margin-left: 100px;"></span> <span style="margin-left: 100px;">propertymanagement@denovans.com.au</span>
<b>Item 2</b>	<b>2.1 Tenant/s</b>
	Tenant 1 Full name/s
	Phone <span style="margin-left: 100px;">Email</span>
	Tenant 2 Full name/s
	Phone <span style="margin-left: 100px;">Email</span>
	Tenant 3 Full name/s
	Phone <span style="margin-left: 100px;">Email</span>
	<b>2.2 Address for service (if different from address of the premises in item 5.1)</b> Attach a separate list
<b>Item 3</b>	<b>3.1 Agent</b> If applicable. See clause 43
	Full name/trading name <b>Lanjack Pty Ltd trading as Denovans Real Estate</b>
	Address
630 Samford Road	
MITCHELTON <span style="float: right;">QLD</span> <span style="float: right;">Postcode 4053</span>	
	<b>3.2 Phone</b> <span style="margin-left: 100px;"><b>Mobile</b></span> <span style="margin-left: 100px;"><b>Email</b></span>
	07 3355 6233 <span style="margin-left: 100px;"></span> <span style="margin-left: 100px;">propertymanagement@denovans.com.au</span>
<b>Item 4</b>	<b>Notices may be given to</b> (Indicate if the email is different from item 1, 2 or 3 above)
	<b>4.1 Lessor</b>
	Email Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> <span style="margin-left: 100px;">Facsimile Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></span>
	<b>4.2 Tenant/s</b>
Email Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> <span style="margin-left: 100px;">Facsimile Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></span>	
<b>4.3 Agent</b>	
Email Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> <span style="margin-left: 100px;">Facsimile Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></span>	
<b>Item 5</b>	<b>5.1 Address of the rental premises</b>
	11 Arwin Terrace
WINDSOR <span style="float: right;">QLD</span> <span style="float: right;">Postcode 4030</span>	
	<b>5.2 Inclusions provided.</b> For example, furniture or other household goods let with the premises. Attach list if necessary
As per Video Inventory and Entry Condition Report (RTA Form 1a)	
	<b>5.3 Details of current repair orders for the rental premises or inclusions</b>
<b>Item 6</b>	<b>6.1 The term of the agreement is</b> <input checked="" type="checkbox"/> fixed term agreement <input type="checkbox"/> periodic agreement
	<b>6.2 Starting on</b> <input type="text"/> / <input type="text"/> / <input type="text"/> <b>6.3 Ending on</b> <input type="text"/> / <input type="text"/> / <input type="text"/>

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)

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)

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

12.2 Is the tenant to pay for water supplied to the premises See clause 17  
 Yes  No

**Item 13** If the premises is not individually metered for a service under item 12.1, the apportionment of the cost of the service for which the tenant must pay. For example, insert the percentage of the total charge the tenant must pay. See clause 16(c)

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

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

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

Are the nominated repairers the tenant's first point of contact for notifying the need for emergency repairs? See clause 31(4)  
 Yes  
 No - please provide lessor contact details below  
Name  Phone

## 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 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 reasonable costs incurred by the lessor in reletting the premises.

*Note* - For when the tenant may end this agreement 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.
- (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 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.

## 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 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, 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.
- (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.

*Note* - There is a maximum bond that may be required. See section 146 and the information statement.

*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 and 166

- (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 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 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 -
- the lessor is the State; and
  - the non-standard items are stated in this agreement and this agreement states the lessor is not responsible for their maintenance; and
  - the non-standard items are not necessary and reasonable to make the premises a fit place in which to live; and
  - the non-standard items are not a risk to health or safety; and
  - 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), (3) and (5)

- The tenant must keep the premises clean, having regard to their condition at the start of the tenancy.
- The tenant must not maliciously damage, or allow someone else to maliciously damage, the premises.
- 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 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 -
- 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 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

- 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.

- (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

- 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

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

### 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.
- (4) This clause does not apply to the tenant for damage caused by an act of domestic violence experienced by the tenant.

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

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

### Subdivision 5 Pets

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

- (1) The tenant may keep a pet or other animal at the premises only with the approval of the lessor.
- (2) However, the tenant may keep a working dog at the premises without the lessor's approval.
- (3) The tenant has the approval of the lessor to keep a pet at the premises if keeping the pet at the premises is consistent with item 17.  
*Notes* -
  - 1 If item 17 states 2 cats, the tenant is approved by the lessor to keep up to 2 cats at the premises.
  - 2 For additional approvals to keep a pet or other animal at the premises see clause 33C.

- (4) An authorisation to keep the pet or working dog at the premises continues for the life of the pet or working dog and is not affected by any of the following matters -
  - (a) the ending of this agreement, if the tenant continues occupying the premises under a new agreement;
  - (b) a change in the lessor or lessor's agent;
  - (c) for a working dog - the retirement of the dog from the service the dog provided as a working dog.
- (5) An authorisation to keep a pet, working dog or other animal at the premises may be restricted by a body corporate by-law or other law about keeping animals at the premises.

#### Examples -

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

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

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

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

- (1) The tenant may, using the approved form, request the lessor's approval to keep a stated pet at the premises.
- (2) The lessor must respond to the tenant's request within 14 days after receiving the request.
- (3) The lessor's response to the request must be in writing and state -
  - (a) whether the lessor approves or refuses the tenant's request; and
  - (b) if the lessor approves the tenant's request subject to conditions - the conditions of the approval; and  
*Note* - See clause 33D for limitations on conditions of approval to keep a pet at the premises.
  - (c) if the lessor refuses the tenant's request -
    - (i) the grounds for the refusal; and
    - (ii) the reasons the lessor believes the grounds for the refusal apply to the request.
- (4) The lessor may refuse the request for approval to keep a pet at the premises only on 1 or more of the following grounds -
  - (a) keeping the pet would exceed a reasonable number of animals being kept at the premises;
  - (b) the premises are unsuitable for keeping the pet because of a lack of appropriate fencing, open space or another thing necessary to humanely accommodate the pet;
  - (c) keeping the pet is likely to cause damage to the premises or inclusions that could not 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 –
- the lessor does not comply with subclause (2); or
  - 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 –
- relate only to keeping the pet at the premises; and
  - are reasonable having regard to the type of pet and the nature of the premises; and
  - 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 –
- if the pet is not a type of pet ordinarily kept inside – a condition requiring the pet to be kept outside at the premises;
  - 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;
  - 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 –
- would have the effect of the lessor contravening section 171 or 172; or
  - would, as a term of this agreement, be void under section 173; or
  - would increase the rent or rental bond payable by the tenant; or
  - 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 –
- the lessor is the State; or
  - the lessor is an entity receiving assistance from the State to supply rented accommodation; or
  - 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 –
- the lessor and tenant agree, in a separate written document, to end this agreement; or
  - 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
  - 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
  - the tenant vacates, or is removed from, the premises after receiving a notice from a mortgagee or appointed person under section 317; or
  - the tenant abandons the premises and the period for which the tenant paid rent has ended; or
  - the tribunal makes an order terminating this agreement.
- (2) Also, this agreement ends for a sole tenant if –
- 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.
- 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](http://rta.qld.gov.au).
- (2) A notice from the tenant to the lessor may be given to the lessor's agent.
- (3) A notice may be given to a party to this agreement or the lessor's agent -
  - (a) by giving it to the party or agent personally; or
  - (b) if an address for service for the party or agent is stated in this agreement for item 1, 2 or 3 - by leaving it at the address, sending it by prepaid post as a letter to the address; or
  - (c) if a facsimile number for the party or agent is stated in this agreement for item 1, 2 or 3 and item 4 indicates that a notice may be given by facsimile - by sending it by facsimile to the facsimile number in accordance with the *Electronic Transactions (Queensland) Act 2001*; or
  - (d) if an email address for the party or agent is stated in this agreement for item 1, 2 or 3 and item 4 indicates that a notice may be given by email - by sending it electronically to the email address in accordance with the *Electronic Transactions (Queensland) Act 2001*.
- (4) A party or the lessor's agent may withdraw his or her consent to notices being given to them by facsimile or email only by giving notice to each other party that notices are no longer to be given to the party or agent by facsimile or email.
- (5) If no address for service is stated in this agreement for item 2 for the tenant, the tenant's address for service is taken to be the address of the premises.
- (6) A party or the lessor's agent may change his or her address for service, facsimile number or email address only by giving notice to each other party of a new address for service, facsimile number or email address.
- (7) On the giving of a notice of a new address for service, facsimile number or email address for a party or the lessor's agent, the address for service, facsimile number or email address stated in the notice is taken to be the party's or agent's address for service, facsimile number or email address stated in this agreement for item 1, 2 or 3.
- (8) Unless the contrary is proved -
  - (a) a notice left at an address for service is taken to have been received by the party to whom the address relates when the notice was left at the address; and
  - (b) a notice sent by post is taken to have been received by the person to whom it was addressed when it would have been delivered in the ordinary course of post; and
  - (c) a notice sent by facsimile is taken to have been received at the place where the facsimile was sent when the sender's facsimile machine produces a transmission report indicating all pages of the notice have been successfully sent; and
  - (d) a notice sent by email is taken to have been received by the recipient when the email enters the recipient's email server.

**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.

Refer to attached Annexures A, B & C.

Names of Approved Occupants:

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

Lanjack Pty Ltd T/A Denovans R/E Jacqueline Denovan

Signature

Date / /

**Signature of tenant 1**

Print name

Signature

Date / /

**Signature of tenant 2**

Print name

Signature

Date / /

**Signature of tenant 3**

Print name

Signature

Date / /

## 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...*

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

### 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.

## Annexure A

### PART 3 SPECIAL TERMS (Version: VII October 2022)

The parties agree that the following conditions form part of the General Tenancy Agreement.

#### 1. OPERATION TO COINCIDE WITH THE RESIDENTIAL TENANCIES AND ROOMING ACCOMMODATION ACT 2008

1.1. The parties agree that no provision/s of these Part 3 Special Terms is entered into with a view or intent to void the operation of the Residential Tenancies and Rooming Accommodation Act 2008 (as amended from time to time) and no provision in these Special Conditions are intended to exclude, restrict or change the operation of section 53 of the Residential Tenancies and Rooming Accommodation Act 2008.

#### 2. SEVERABILITY

2.1. If any clause, part or section of this Agreement is invalid or void for any reason, then that clause, part or section is severed and the remainder of this Agreement continues to be enforceable.

#### 3. GOVERNANCE

3.1. This document shall be governed by and construed in accordance with the laws for the time being of the State of Queensland.

#### 4. PAYMENTS

4.1. The Tenant/s agrees that partial rental payments are not approved and are not provided for by the terms of agreement and that any such partial payments will not be applied to rent paid to dates. Rent paid to dates are always to remain up to and including a Sunday.

#### 5. ENTRY CONDITION REPORT

5.1. The Tenant/s acknowledge having received from Denovans Real Estate, in addition to the standard written Entry Condition Report, a Video Condition Report recorded immediately prior to the commencement date of the General Tenancy Agreement detailing a visual record of all fittings, fixtures and faults.

5.2. By signing and returning the Entry Condition Report the Tenant/s agrees that the Entry Condition Report and associated Video is a true and accurate record. If the Entry Condition Report is not returned within seven (7) days of the tenant/s occupying the premises, the Tenant/s is deemed to have agreed that the Entry Condition Report is accurate.

5.3. In the event of any inconsistency or dispute between the parties concerning the accuracy of the written Entry Condition Report, the Video recording shall take precedence and is binding to the extent that it represents an accurate recording of the Entry Condition Report.

#### 6. WINDOW/DOOR LOCKS

6.1. The Tenant/s agree that throughout the duration of the Tenancy they will regularly inspect and check that all window and door locks are in a good and operable working order to adequately secure the premises. In the event that any window or door locks are found to be inadequate or the Tenant/s consider any other matter potentially dangerous they will promptly notify Denovans Real Estate by phone (07) 3355 6233 and in writing. General faults and other maintenance are to be reported in writing via email to [propertymanagement@denovans.com](mailto:propertymanagement@denovans.com). Emergency repairs as per Clauses 31 to 33 of the standard terms of the General Tenancy Agreement.

#### 7. FURNITURE AND OTHER ITEMS

7.1. The Tenant/s agree that furniture and other heavy items are not to be placed directly onto any timber floors or decking without adequate felt protection pads being used. The Tenant/s acknowledge that they will be liable for any damage caused as a result of their failure to use, or maintain adequate padding.

#### 8. LOCKED OUT ACCESS

8.1. In the event that the Tenant/s lock themselves out of the Premises or are unable to gain entry to the Premises through no fault of any defect of the locks, the Tenant/s acknowledge and agree that Denovans Real Estate are not obliged to provide entry to the Premises.

#### 9. PORTABLE POOLS

9.1. The parties agree and acknowledge that any consent sought and given in respect of special term 54 (portable pool obligations) must be in writing and that the parties are not bound by verbal communication only.

## Annexure B

### 10. SMOKING

10.1. No smoking by any Tenant/s or guest is permitted in the indoor or habitable areas or balconies of the premises.

10.2. The Tenant/s agree that they will be liable upon vacating of the premises for the costs associated with the necessary cleaning services whether or not as a result of a breach of clause 8 or otherwise insofar as to make good the effect of any smoking odour and or damage and such expenses shall include but are not limited to:-

- (a) Additional cleaning costs and products to remove smoke odour;
- (b) Replacement of curtains, drapes, blinds or other items affected by or smelling of smoke residue;
- (c) The cost of repair and/or repainting of any surface whatsoever where scorched, burnt, marked or stained as a result of or apparently caused by smoking or its associated equipment.

### 11. WATER

11.1. Where Item 12.2 and Clause 17(3) of the Standard Terms apply and the Tenant's water usage is more than a reasonable quantity of water determined having regard to the provisions of Section 169(4)(a-g), the Tenant/s will be liable to pay for such excess.

11.2. The parties agree in terms of Section 169(4)(a-g) a reasonable quantity of water usage shall be 55 Kilolitres in any given three (3) month period and all water used in excess of that amount will be paid for by the Tenant/s at the applicable rate charged by the relevant local authority from time to time.

11.3. The Tenant/s agree to utilise one of the payment options available in item 9 of the tenancy details to pay for any water use invoices that become due.

### 12. OPEN HOUSE

12.1. For the purposes of Part 3 of the Residential Tenancies and Rooming Accommodation Act 2008 the Tenant/s agree that open house inspections for prospective Tenant/s upon the giving of no less than twenty-four (24) hours notice is permitted on the condition that the Tenant/s has given a notice of intention to leave or the Lessor/s has served the Tenant/s with a notice to leave at the end of the Tenancy or holding over following expiration of the Tenancy for any reason.

12.2. During the term of the Tenancy or any holding over thereof the Tenant/s agrees to allow Denovans Real Estate as the agent of the Lessor to conduct open house inspections for prospective buyers upon no less than 24 hours notice to the Tenant/s at any time subject to the requirements of section 198 of the Residential Tenancies and Rooming Accommodation Act 2008.

12.3. To remove doubt the Tenant/s hereby acknowledges and agrees that pursuant to section 204(1)(b) of the Residential Tenancies and Rooming Accommodation Act 2008 that the Lessor or its agent must not without the written consent of the Tenant/s conduct an open house, or allow an open house to be conducted on the premises. This Part 3 Special Terms clause 11 shall constitute for the purposes of section 204(1)(b) of the Residential Tenancies and Rooming Accommodation Act 2008 written consent to conduct an open house as contemplated by that section and the Tenant/s elects to proceed with the Tenancy and provide herewith written consent.

### 13. PARKING OF MOTOR VEHICLES

13.1. No parking of motor vehicles, except in designated car parking accommodation or space(s) permitted upon the premises by the Tenant/s or the Tenants invitees.

13.2. No parking or storing of unregistered motor vehicles is permitted upon the premises at any time except with written permission by the Lessor/s.

13.3. If any vehicle is parked upon the premises by the Tenant/s or the Tenants invitees, the Tenant/s shall be responsible for the cost of rectification of the grounds, including but not limited to, lawns, driveways, gardens or other features where damage is caused as a result of a breach of this clause.

### 14. LIGHT BULB REPLACEMENT

14.1. The tenant acknowledges that all standard light bulbs within the leased premises were in good working condition at the commencement of the tenancy.

14.2. The tenant acknowledges and agrees that standard light bulbs within the leased premises are designed to be safely replaced by the tenant.

## Annexure C

- 14.3. The tenant agrees to promptly replace any non-functioning standard light bulbs within the leased premises.
- 14.4. Replacement bulbs should be of the same type and wattage as the original standard bulbs.
- 14.5. The tenant is responsible for the cost of purchasing replacement standard bulbs.
- 14.6. The property owner will be responsible for replacing any specialised light bulbs within the leased premises.
- 14.7. If any light bulbs cannot be safely replaced by the tenant due to the need for specialised equipment or expertise, the property owner will bear the responsibility for replacement.
- 14.8. Upon the termination of the lease and vacation of the premises, the tenant agrees that all standard light bulbs within the leased premises should be in good working order.
- 14.9. The tenant understands that failure to leave all standard light bulbs in working order may result in deductions from the bond to cover replacement costs.
- 14.10. The tenant is responsible for ensuring that all lighting fixtures within the leased premises are in good working condition throughout the lease period.
15. Under the house is not leak proof. Do not store items on floor because in heavy rain this area can leak.