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**firstnational**  
REAL ESTATE  
Style

# Residential Tenancy Agreement

*for*

**Lease - unfurnished HOUSE**

This agreement is made on

**30th August 2019** at

between **First Surname** and **First Surname**

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**First National Real Estate Style**

p: +61 738 444 768

e: [rent@stylere.com.au](mailto:rent@stylere.com.au)

# Part 1 Tenancy details

Item  
1

## 1.1 Lessor

### First Surname

C/o- 104 Windmill Street Tarragindi , Brisbane QLD 4121

**p:** C/o- +61 738 444 768

**e:** C/o- rent@stylere.com.au

Item  
2

## 2.1 Tenant/s

### Tenant 1 - First Surname

**p:** +61 400 000 000

**e:** abc@abc.com.au

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

Attach a separate list

Item  
3

## 3.1 Agent

If applicable. See clause 43

### First National Real Estate Style

104 Windmill Street Tarragindi , Brisbane QLD 4121

**p:** +61 738 444 768

**e:** rent@stylere.com.au

Item  
4

## Notices may be given to

### 4.1 Lessor

**Email**  Yes  No | C/o- rent@stylere.com.au

**Facsimile**  Yes  No |

### 4.2 Tenant/s

**Email**  Yes  No | abc@abc.com.au

**Facsimile**  Yes  No |

### 4.3 Agent

**Email**  Yes  No | rent@stylere.com.au

**Facsimile**  Yes  No |

Item  
5

### 5.1 Address of the rental premises

Lease - unfurnished HOUSE

### 5.2 Inclusions provided.

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

AS PER ENTRY CONDITION REPORT

Item  
6

### 6.1 The term of the agreement is

fixed term agreement  periodic agreement

**6.2 Starting on**  
the 9th of August 2019

**6.3 Ending on** the 8th of February 2020  
Fixed term agreements only.  
For continuation of tenancy agreement, see clause 6

Item  
7

### Rent

**Rent** \$ 0 per  week  fortnight  month  
See clause 8(1)

Item  
8

### Rent must be paid on the Friday, weekly from the 9th of August 2019

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)

#### Electronic Funds Transfer (EFT)

**BSB no.** 014274

**Bank/building society/credit union** ANZ

**Account no.** 207515378

**Account name** First National Style Real Estate Rentals Trust

**Payment reference** 0

Item  
10

### Place of rent payment

**Nil**

Insert where the rent must be paid. See clause 8(4) to 8(6)

Item  
11

### Rental bond amount

**Already Held**

See clause 13

Item  
12

### 12.1 The services supplied to the premises for which the tenant must pay

See clause 16

**Electricity**  Yes  No

**Gas**  Yes  No

**Phone**  Yes  No

**Any other service that a tenant must pay**  Yes  No

See special terms (page 12)

### 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** Individually metered

**Gas** Individually metered

**Phone** Individually metered

**Any other service stated in item 12.1**

See special terms (page 12)

Item  
14

### How services must be paid for

Insert for each how the tenant must pay. See clause 16(d)

**Electricity** As account holder direct to the supplier

**Gas** As account holder direct to the supplier

**Phone** As account holder direct to the supplier

**Any other service stated in item 12.1**

See special terms (page 12)

Item  
15

### Number of persons allowed to reside at the premises

**1**  
See clause 23

Item  
16

### 16.1 Are there any body corporate by-laws applicable to the occupation of the premises by a tenant?

See clause 22

Yes  No

### 16.2 Has the tenant been given a copy of the relevant by-laws

See clause 22

Yes  No

Item  
17

### 17.1 Pets approved

See clause 24(1)

Yes  No

### 17.2 The types and number of pets that may be kept

See clause 24(2)

Item  
18

### Nominated repairers

Insert name and telephone number for each. See clause 31

<b>Electrician</b>	Power Integration	<b>Phone</b>	130797468
<b>Plumber</b>	RTL Plumbing	<b>Phone</b>	0402 089 128

# Part 2 Standard Term

## Division 1 Preliminary

### 1 Interpretation

- (1) 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 - s65

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

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

- (4) After the copy of the condition report is returned to the lessor by the tenant, the lessor must copy the condition report and return it to the tenant within 14 days.

### 6 Continuation of fixed term agreement - s70

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

**Note:** For more information about the notices, see the information statement.

### 7 Costs apply to early ending of fixed term agreement

- (1) This clause applies if -
  - (a) this agreement is a fixed term agreement; and
  - (b) the tenant terminates it before the term ends in a way not permitted under the Act.
- (2) The tenant must pay the reasonable costs incurred by the lessor in reletting the premises.

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

## Division 3 Rent

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

- (1) The tenant must pay the rent stated in this agreement for item 7.
- (2) The rent must be paid at the times stated in this agreement for item 8.
- (3) The rent must be paid -
  - (a) in the way stated in this agreement for item 9; or
  - (b) in the way agreed after the signing of this agreement by -
    - (i) the lessor or tenant giving the other party a notice proposing the way; and
    - (ii) the other party agreeing to the proposal in writing; or
  - (c) if there is no way stated in this agreement for item 9 or no way agreed after the signing of this agreement—in an approved way under section 83 (4).

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

- (4) The rent must be paid at the place stated in this agreement for item 10.
- (5) However, if, after the signing of this agreement, the lessor gives a notice to the tenant stating a different place for payment and the place is reasonable, the rent must be paid at the place while the notice is in force.
- (6) If no place is stated in this agreement for item 10 and there is no notice stating a place, the rent must be paid at an appropriate place.

**Note:**

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

## 9 Rent in advance – s87

- (1) 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) 6 months after the day the existing rent became payable by the tenant.
- (4) Subject to an order of a tribunal, the increased rent is payable from the day stated in the notice, and this agreement is taken to be amended accordingly.
- (5) However, if this agreement is a fixed term agreement, the rent may be increased before the term ends only if a special term –
  - (a) provides for a rent increase; and
  - (b) states the amount of the increase or how the amount of the increase is to be worked out.
- (6) A rent increase is payable by the tenant only if the rent is increased under this clause.

## 11 Application to tribunal about excessive increase – s92

- (1) If a notice of proposed rent increase is given and the tenant considers the increase is excessive, the tenant may apply to the tribunal for an order setting aside or reducing the increase.
- (2) However, the application must be made –
  - (a) within 30 days after the notice is received; and
  - (b) for a fixed term agreement – before the term ends.

## 12 Rent decreases – s 94

- (1) 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.

**Note:** 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.

**Note:** body corporate levies, council general rules, 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

- (1) 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 –
  - (a) **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

- (1) The lessor must ensure there is no legal impediment to the 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.  
**Note:**
  - 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 the 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

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

#### 22 Units and townhouses – s 69

- (1) The lessor must give the tenant a copy of any body corporate by-laws under the Body Corporate and Community Management Act 1997 or Building Units and Group Titles Act 1980 applicable to –
  - (a) the occupation of the premises; or
  - (b) any common area available for use by the tenant with the premises.
- (2) The tenant must comply with the by-laws.

#### 23 Number of occupants allowed

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

#### 24 Pets

- (1) The tenant may keep pets on the premises only if this agreement states for item 17.1 that pets are approved.
- (2) If this agreement states for item 17.1 that pets are approved and this agreement states for item 17.2 that only –
  - (a) a particular type of pet may be kept, only that type may be kept; or
  - (b) a particular number of pets may be kept, only that number may be kept; or
  - (c) a particular number of a particular type of pet may be kept, only that number of that type may be kept.



## Subdivision 2 Standard of premises

### 25 Lessor's obligations - s 185

- (1) At the start of the tenancy, the lessor must ensure -
  - (a) the premises are clean; and
  - (b) the premises are fit for the tenant to live in; and
  - (c) the premises are in good repair; and
  - (d) the lessor is not in breach of a law dealing with issues about the health or safety of persons using or entering the premises.
- (2) While the tenant continues, the lessor must -
  - (a) maintain the premises in a way that the premises remain fit for the tenant to live in; and
  - (b) maintain the premises in good repair; and
  - (c) ensure the lessor is not in breach of a law dealing with issues about the health or safety of persons using or entering the premises; and
  - (d) keep any common area included in the premises clean.  
**Note:** For details about the maintenance, see the information statement.
- (3) However, the lessor is not required to comply with subclause (1) (c) or (2)(a) for any non-standard items and the lessor is not responsible for their maintenance if -
  - (a) the lessor is the State; and
  - (b) the non-standard items are stated in this agreement and this agreement states the lessor is not responsible for their maintenance; and
  - (c) the non-standard items are not necessary and reasonable to make the premises a fit place in which to live; and
  - (d) the non-standard items are not a risk to health or safety; and
  - (e) for fixtures - the fixtures were not attached to the premises by the lessor.
- (4) In this clause -
  - (a) **non-standard items** means the fixtures attached to the premises and inclusions supplied with the premises stated in this agreement for item 5.2.
  - (b) **premises** include any common area available for use by the tenant with the premises.

### 26 Tenant's obligations - s 188 (2) and (3)

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

## Subdivision 3 The dwelling

### 27 Fixtures or structural changes - ss 207 - 209

- (1) The tenant may attach a fixture, or make a structural change, to the premises only if the lessor agrees to the fixture's attachment or the structural change.  
**Note:** Fixtures are generally items permanently attached to land or to a building that are intended to become part of the land or building. An attachment may include, for example, something glued, nailed or screwed to a wall.
- (2) The lessor's agreement must be written, describe the nature of the fixture or change and include any terms of the agreement.  
**Example:**
  - 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 cannot remove it
- (3) If the lessor does agree, the tenant must comply with the terms of the lessor's agreement.
- (4) The lessor must not act unreasonably in failing to agree.
- (5) If the tenant attaches a fixture, or makes a structural change, to the premises without the lessor's agreement, the lessor may -
  - (a) take action for a breach of a term of this agreement; or
  - (b) waive the breach (that is, not take action for the breach) and treat the fixture or change as an improvement to the premises for the lessor's benefit (that is, treat it as belonging to the lessor, without having to pay the tenant for it).

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

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

### 29 Changing locks - ss 211 and 212

- (1) The lessor or the tenant may change locks if -
  - (a) both agree to the change; or
  - (b) there is a tribunal order permitting the change; or
  - (c) there is a reasonable excuse for making the change.  
**Note:** an emergency requiring the lock to be changed quickly
- (2) The lessor or tenant must not act unreasonably in failing to agree to the change of a lock.
- (3) If a lock is changed, the party changing it must give the other party a key for the changed lock unless -
  - (a) a tribunal orders that a key not be given; or
  - (b) the other party agrees to not being given a key.

## Subdivision 4 - Damage and repairs

**Note:** For how the tenant may require reimbursement for the repairs, see sections 219 (2) and (3) and 220 and the information statement.

### 30 Meaning of emergency and routine repairs – ss 214 and 215

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

### 31 Nominated repairer for emergency repairs – s 216

- (1) The lessor's nominated repairer for emergency repairs of a particular type may be stated either –
- (a) in this agreement for item 18; or
  - (b) in a notice given by the lessor to the tenant.
- (2) The nominated repairer is the tenant's first point of contact for notifying the need for emergency repairs.

### 32 Notice of damage – s 217

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

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

- (1) The tenant may arrange for a suitably qualified person to make emergency repairs or apply to the tribunal under section 221 for orders about the repairs if –
- (a) the tenant has been unable to notify the lessor or nominated repairer of the need for emergency repairs of the premises; or
  - (b) the repairs are not made within a reasonable time after notice is given.
- (2) The maximum amount that may be incurred for emergency repairs arranged to be made by the tenant is an amount equal to the amount payable under this agreement for 2 weeks rent.

## Division 7 Restrictions on transfer or subletting by tenant

### 34 General – ss 238 and 240

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

### 35 State assisted lessors or employees of lessor – s 237

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

## Division 8 When agreement ends

### 36 Ending of agreement – s 277

- (1) This agreement ends only if –
- (a) the tenant and the lessor agree in writing; or
  - (b) the lessor gives a notice to leave the premises to the tenant and the tenant hands over vacant possession of the premises to the lessor on or after the handover day; or
  - (c) the tenant gives a notice of intention to leave the premises to the lessor and hands over vacant possession of the premises to the lessor on or after the handover day; or
  - (d) a tribunal makes an order terminating this agreement; or
  - (e) the tenant abandons the premises; or after receiving a notice from a mortgagee under section 317, the tenant vacates, or is removed from, the premises.

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

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

**Note:** See the information statement for details.

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

- (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.

**Note:**

- wear that happens during normal use
- changes that happen with ageing

### 38 Keys

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

### 39 Tenant's forwarding address – s 205(2)

- (1) When handing over possession of the premises, the tenant must, if the lessor or the lessor's agent asks the tenant in writing to state the tenant's new residential address, tell the lessor or the agent the tenant's new residential address.
- (2) However, subclause (1) does not apply if the tenant has a reasonable excuse for not telling the lessor or agent the new address.

### 40 Exit condition report – s 66

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

### 41 Goods or documents left behind on premises – ss 363 and 364

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

## Division 9 Miscellaneous

### 42 Supply of goods and services – s 171

- (1) The lessor or the lessor's agent must not require the tenant to buy goods or services from the lessor or a person nominated by the lessor or agent.
- (2) Subclause (1) does not apply to a requirement about a service charge.

**Note:** See section 164 for what is a service charge.

### 43 Lessor's agent

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

### 44 Notices

- (1) A notice under this agreement must be written and, if there is an approved form for the notice, in the approved form.  
**Note:** See the information statement for a list of the approved forms.
- (2) A notice from the tenant to the lessor may be given to the lessor's agent.
- (3) A notice may be given to a party to this agreement or the lessor's agent –
  - (a) by giving it to the party or agent personally; or
  - (b) if an address for service for the party or agent is stated in this agreement for item 1, 2 or 3—by leaving it at the address, sending it by prepaid post as a letter to the address; or
  - (c) if a facsimile number for the party or agent is stated in this agreement for item 1, 2 or 3 and item 4 indicates that a notice may be given by facsimile—by sending it by facsimile to the facsimile number in accordance with the Electronic Transactions (Queensland) Act 2001 ; or
  - (d) if an email address for the party or agent is stated in this agreement for item 1, 2 or 3 and item 4 indicates that a notice may be given by email—by sending it electronically to the email address in accordance with the Electronic Transactions (Queensland) Act 2001.
- (4) A party or the lessor's agent may withdraw his or her consent to notices being given to them by facsimile or email only by giving notice to each other party that notices are no longer to be given to the party or agent by facsimile or email.
- (5) If no address for service is stated in this agreement for item 2 for the tenant, the tenant's address for service is taken to be the address of the premises.
- (6) A party or the lessor's agent may change his or her address for service, facsimile number or email address only by giving notice to each other party of a new address for service, facsimile number or email address.
- (7) On the giving of a notice of a new address for service, facsimile number or email address for a party or the lessor's agent, the address for service, facsimile number or email address stated in the notice is taken to be the party's or agent's address for service, facsimile number or email address stated in this agreement for item 1, 2 or 3.
- (8) Unless the contrary is proved –
  - (a) a notice left at an address for service is taken to have been received by the party to whom the address relates when the notice was left at the address; and
  - (b) a notice sent by post is taken to have been received by the person to whom it was addressed when it would have been delivered in the ordinary course of post; and
  - (c) a notice sent by facsimile is taken to have been received at the place where the facsimile was sent when the sender's facsimile machine produces a transmission report indicating all pages of the notice have been successfully sent; and
  - (d) a notice sent by email is taken to have been received by the recipient when the email enters the recipient's email server.

**The landlord and tenant enter into this agreement and agree to all its terms.**

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**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
Names of Approved Occupants: Tenants Name

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.**

**Signed by the landlord or landlord's agent**

*Name/trading name*

Style 1 Pty Ltd t/as First National Real Estate Style

*Landlord or landlord's agent*

Name:

Date:

Signature:

**Signed by the tenant**

*Tenant #1*

Name:

Date:

Signature:

# Part 3 Special Terms

**These terms are in addition to the Standard Terms and only form part of this Agreement provided they do not conflict with the Act or the Standard Terms and the parties have agreed to the Special Terms.**

## 1. Interpretation

- (a) For the purposes of this agreement, Premises, where mentioned shall mean the premises, fixtures and inclusions, if any
- (b) A reference to Landlord means the Lessor and visa versa.
- (c) A reference to agent means the agent authorised on behalf of the lessor from time to time whomever that may be and the tenant acknowledges that it may differentiate from the agent listed on the front page of this Agreement over time.

## 2. Lessor obligations

- (a) In accordance with clause 25 of the Standard Terms, the Lessor is obliged to ensure that at the commencement of the tenancy, the premises will be free from pests and vermin and will be in a reasonable state of repair.

## 3. Maintenance of premises

- (a) During the tenancy, the tenant must ensure that:
  - (i) The bins are taken out for collection on the days that Council or any other authority has arranged for collection in the relevant area, all of the tenant's rubbish is placed in those bins prior to collection, and the bins returned to their allocated position as soon as practicable;
  - (ii) They maintain the interior and the exterior of the premises including by undertaking the necessary gardening and cleaning tasks, whether undertaken by the tenant themselves or tradespeople, for which the tenant will bear the costs;
  - (iii) They do not block or cause to be blocked any pipes or drains linked to the premises;
  - (iv) They do not drill, damage, glue or attach any items (including any TV Antenna's or satellite dishes) to the walls, floor, ceiling, doors or roof of the premises without first obtaining the consent of the agent/lessor;
  - (v) They do not hang any articles of clothing from balconies or windows, and instead use the spaces provided by the lessor for hanging any clothing;
  - (vi) Any facilities provided to the premises are maintained in good working order and are not obstructed, including the smoke alarm, security devices, fire hose, sprinkler systems, extinguishers and garbage shoots;
  - (vii) Not to maliciously or negligently damage the premises or any part of the premises
  - (viii) Not to alter, add or remove any fixture or inclusion of the Premises, including locks and security devices, without the Lessor's prior consent;
  - (ix) To replace cracked or broken glass where such breakage has arisen as a result of malicious damage or other action on the part of the Tenant and/or its guests;
  - (x) To keep the premises free of rodents, cockroaches and other vermin and to notify the lessor/agent promptly of any vermin or pest infestation which, should the presence of said infestation have arisen due to an act or neglect on the part of the tenant, shall be the tenant's responsibility to remedy.

## 4. Services to premises

- (a) The tenant will be responsible for arranging and paying for their own services to the premises including telephone and internet services.

## 5. Smoke alarms

- (a) During the tenancy (whether fixed term or periodic), the tenant must test and clean all of the smoke alarms in the premises every 12 months by following the guide in the Information Statement provided to the tenant at the beginning of the tenancy.
- (b) If the tenant becomes aware that the battery for a smoke alarm has run out or is about to run out they must replace the battery and let the lessor know as soon as possible.
- (c) If the tenant arranges for a tradesperson to attend to tasks relating to the smoke alarm, the tenant does so at their own expense.
- (d) The tenant must not tamper with or damage the smoke alarm in any way that may affect how it functions
- (e) In the event of a potential or actual failure of a smoke alarm, the tenant must notify the lessor immediately.

## 6. Portable pools

- (a) If the tenant wishes to have a portable pool of 300mm or greater ("portable pool") at the premises they must first obtain the lessor's approval and provide full particulars of such pool as requested to the lessor.
- (b) The tenant must act in accordance with any relevant laws, regulations and authorities including obtaining a Pool Safety Certificate and fencing the pool.
- (c) If the tenant requires a fence for the pool, they must first obtain the consent of the lessor.
- (d) Any costs associated with maintenance, repairs and compliance will be borne by the tenant.
- (e) The tenant's liability in relation to any portable pool brought onto the premises by the tenant will be subject to Clause 15.

## 7. Occupants of premises

- (a) The agent and/or the lessor may keep a duplicate set of keys to the premises.
- (b) Only those people named in this agreement as the tenants, and those people authorised by the lessor under this agreement, including any children of the tenant are entitled to reside in the premises.
- (c) The tenant must seek the consent of the lessor prior to giving any other person a right to use and/or occupy the premises for financial gain, regardless of whether this the agreement is verbal or documented in writing. The lessor will not unreasonably withhold their consent.

## 8. Pets

- (a) The tenant is not entitled to keep any pets on the premises other than in accordance with the provisions of clause 24 of the Standard Terms, Item 17 Part 1 and this Clause, or unless written consent (subject to this agreement) has been provided by the lessor after entering this agreement.
- (b) If the tenant is permitted to keep pets at the premises, the tenant must at all times:
  - (i) Meet all requirements regarding pets under the relevant by-laws, Council regulations, and any relevant authority or State or Federal government laws or regulations;
  - (ii) Should the premises be under strata title, ensure that pets are restrained while in any common areas;
  - (iii) Ensure all pets are kept within a controlled area and/or outside the premises at all times unless prior written consent is obtained from the lessor to permit the pet to be indoors;
  - (iv) Ensure all areas to which the pets have access are kept clean;
  - (v) Quickly and efficiently remove and dispose of any faeces or animal droppings;
  - (vi) Control the noise made by any pets so as not to affect the quiet enjoyment of neighbours;
  - (vii) Arrange for the proper disposal of any deceased animal bodies in accordance with any relevant council or authority requirements.
- (c) The tenant must inspect the fencing/boundaries of the premises as soon as practicable to ensure that they are sufficient to keep the pets within a controlled area.
- (d) If at any stage after the tenancy has commenced, the tenant finds that the fencing/boundaries are not sufficient in controlling the pets, then the agent/lessor must be notified as soon as practicable, and the pets must be removed from the premises until the boundary is fixed and able to enclose the pets.

## 9. Ending the Tenancy

- (a) At the end of the tenancy, no matter how it ends, the tenant is required to make good the premises and in doing so must undertake and provide the agent/lessor with written evidence that they have undertaken the following tasks:
  - (i) Returned all keys, remote controls and other devices used in the premises including but not limited to keys to the front door, remote controls for garage, swipe keys and air-conditioning remotes (these items must be in good working order and must be replaced by the tenant if damaged or lost);
  - (ii) Repaired any damage cause to the premises by the tenant, the tenant's agents or invitees, or any pets (subject to fair wear and tear);
  - (iii) Cleaned all carpets and floorings to the standard they were in at the beginning of the tenancy (subject to fair wear and tear);
  - (iv) Removed the tenant's property and any rubbish from the premises; and
  - (v) Professionally fumigated and deodorized the premises if pets were contained in the premises (as reasonably required).
- (b) The Lessor may claim costs from the Tenant if they are required to regain access to the Premises, or if the lessor is required to undertake any of the tasks in this Clause.

## 10. Breach of Tenancy Agreement

Note: Section 429 of the Act states: If there is a dispute between the Lessor and tenant ... about (this) Agreement, either party may apply to the tribunal for an Order and the tribunal may make an Order it considers appropriate, to resolve the dispute.

- (a) Should the tenant fail to comply with their obligations under this agreement, incur expenses, or if the property has been damaged by the tenant or their agents, guests or invitees, and the lessor has attempted to mitigate such loss or damage, the lessor will be entitled to claim reasonable costs and expenses from the tenant.
- (b) Should the tenant fail to make good the premises or is in breach of this agreement, the lessor may rectify any issues and claim the costs of doing so from the tenant either directly or by deducting the required funds from the rental bond (ot the extent prescribed by the Act).
- (c) In addition to the tenant's obligations under Clause 7 of the Standard Terms, if the agreement is terminated by the tenant, the tenant will be required to abide by their obligations under this agreement until the earlier of a new tenant being found for the premises or this agreement naturally concluding.
- (d) If the tenant terminates this agreement prior to the natural conclusion of this agreement, and the rental amount paid by a new tenant is less than what was paid by the tenant, the tenant will be required to pay the difference until the expiry of the term under this agreement. For this clause to be effective the agent must take reasonable steps to ensure that that they have taken reasonable steps to minimize any rental losses.
- (e) If the tenant terminates the agreement early, the tenant will be required to pay the lessor's advertising costs, charges for services and any lost rent.
- (f) The tenant or the lessor may apply to the relevant tribunal to settle any disputes regarding the terms of this agreement.

## 11. Inspections

- (a) The Tenant will permit the lessor/agent to enter the Premises in accordance with Clause 20 of the Standard Terms (routine inspections) to photographically record the condition of the Premises.
- (b) During any routine inspections undertaken by the agent, the agent will be entitled to take photographs of the premises for the purpose of comparing the condition of the premises at different stages of the tenancy.
- (c) The agent will take reasonable steps to protect the privacy of the tenant and will not use the photographs for advertising purposes.
- (d) The tenant may request to view or take copies of the photographs from the agent.

## 12. Increases of Rent

- (a) If the lessor is entitled to increase the rent prior to the end of the term in this agreement, notice must be provided to the tenant a minimum of 2 months prior to such increase by the lessor or the agent.
- (b) The notice referred to in 10(a) of the Standard Terms above must state the amount that the rent is to be increased by and the date on which the increased rent will commence.
- (c) The tenant agrees to accept this Special Term as confirmation that the rent will increase pursuant to clause 10(a) of the Standard Terms and sections 91 & 93 of the Act as follows:
  - (i) The new rent will be: weekly
  - (ii) Effective from:

## 13. Communication and service of documents

- (a) Any communication including the service of documents as required under this Agreement may occur by electronic means including by email and text message.
- (b) A document sent by electronic communication will be deemed to have been received in accordance with Section 24 of the Electronic Transactions (Queensland) Act 2001.
- (c) The parties agree to execution, delivery and service of documents electronically by a method provided by the lessor or such other agreed electronic signature service provided.

## 14. Insurance

- (a) The lessor will have their own insurance and the tenant will be responsible for maintaining their own property/contents insurance.
- (b) The tenant must not act, fail to act, act negligently, or act in any way that will affect the lessor's insurance, including by way of increasing premium costs or causing the lessor to breach any insurance policy in relation to the premises.

## 15. Privacy Policy

- (a) The agent is bound by the provisions of the Privacy Act 1988 (Cth).
- (b) While the agent will take all reasonable steps to ensure that the personal information of the tenant is protected, the tenant acknowledges and agrees that the lessor may be required to disclose certain information to the following parties:
  - (i) Tradespeople who are engaged for maintenance and/or repairs at the premises;

- (ii) To the lessor of the purposes of acting as the agent of the agent for the lessor;
- (iii) Insurance companies, courts and tribunals and other third parties as required;
- (iv) To residential tenancy databases to assess any risks in letting to the tenant.
- (c) The tenant agrees that the disclosure of personal information to the above parties may be required in order to allow the agent to properly manage the tenancy and administer the premises.
- (d) The tenant has the right to access any personal information at all times and change the information held if it is incorrect.

## 16. Limit of Liability

Note: the provisions of Section 429 allow either party to apply to the tribunal in case of a dispute.

- (a) a. The lessor and the agent will not be liable for any loss or damage suffered by the tenant or the tenant's agents, invitees, tradespeople or guests who are on the premises in respect to both person and property, unless such loss or damage is caused by the negligence of the lessor and/or the agent or in circumstances where the lessor and/or the agent has failed to comply with their obligations under the Act.
- (b) b. The tenant indemnifies the agent and lessor against any liability for loss, damage or injury to the tenant or any other person on the premises and to any property, whether owned by the tenant, the lessor or any other person, which is a result of the act or omission of the tenant or their agents, invitees or guests.

## 17. Compliance

- (a) The tenant agrees to comply with all terms of this Agreement which includes the General Tenancy Agreement and any additional Standard Terms, Annexures and Addendums where applicable.
- (b) Where a product, fixture and fitting is provided with the premises has a warning label or safety instructions attached to it, the tenant is not to remove, damage or deface said label.

## 18. No warranty by agent

- (a) The lessor and the tenant confirm that the agent has not provided either party with any legal advice concerning this agreement and the parties should obtain their own legal advice prior to entering into this agreement or otherwise do so at their own risk.

# Annexure A

## 1. Use

- (a) The tenant accepts the premises in the condition it was in when inspected by the tenant prior to the tenancy.
- (b) Prior to signing the agreement and renting the property the tenant acknowledges that they read the agreement and associated documents including the relevant reports and instruction statement.
- (c) The tenant agrees that any Form 17A, 1A Entry Condition Report provided to the tenant at the commencement of the first term will still be applicable if any further term is granted to the tenant.
- (d) The tenant must not use the premises as a place of business unless consented to in writing by the lessor.
- (e) If the tenant wishes to smoke, they may only do so outdoors and at least 10 metres away from the premises. The tenant must not smoke inside the premises under any circumstance. The tenant must not litter any cigarette butts on or around the premises unless such disposal is into an enclosed bin.
- (f) The tenant agrees that they will not remove any furniture or fittings from the premises that were there prior to the tenancy commencing without the consent of the agent or lessor.

## 2. Services

- (a) The tenant must cancel all utility services to the premises upon termination of the tenancy.
- (b) If a phone line is required to be connected to the premises the lessor is not obligated to contribute to the costs in doing so and the tenant should make their own enquiries in this regard.
- (c) Any TV connections are to remain in the premises on termination of the tenancy.
- (d) The tenant acknowledges that they may be required to allow the Agent to access the premises on a predetermined date to complete any service requirements as required.
- (e) The tenant will be responsible for any costs of emergency services attending the premises due to the fire alarm going off.

## 3. Maintenance

- (a) The tenant must check the electrical safety switches regularly and as directed by the lessor or agent.
- (b) If any maintenance or repairs are required by a trades person, the tenant will be responsible for arranging the required access to the premises.
- (c) The tenant acknowledges and agrees that in the event that damage is caused to the property by either the tenant, a resident, occupant or invitee of the tenant, the tenant will be responsible for all costs associated with rectifying the damage.
- (d) Any electrical goods or appliances must be kept in good working order.
- (e) The filter of any air-conditioners on the premises must be cleaned quarterly, or monthly if it is in use regularly.
- (f) If the premises has a garden or outdoor area the tenant is required to maintain the garden by watering any plants and lawns, mowing the lawn or organising for a professional to mow the lawn at the tenants own cost, and keep the outdoor area clean by removing weeds, rubbish, animal droppings, garden waste and leaf litter.
- (g) If the tenant wishes to plant additional trees or construct items in the outdoor area they must first obtain consent from the lessor.
- (h) The tenant must not remove any plants or trees from the outdoor area without obtaining consent from the lessor.
- (i) Any indoor plants must be kept on a raised tray to avoid damage or leakage onto the flooring of the premises, whether this is indoor or outdoor.

- (j) The kitchen area, counter tops and appliances must be kept clean from liquid and food stains at all times so as to avoid staining and rusting. The appropriate cleaning product for the surface type must be used, and the instructions on any product should be read prior to use.
- (k) The tenant must not take pots or pans off the stove and place them directly on the counter top. Any damage to the counter due to this occurring will be repaired at the lessee's cost.
- (l) Bathrooms must be kept clean and in a useable condition and free from any mould at all times including the shower curtain. The lessee must not remove the toilet seat.
- (m) The tenant will not stick any adhesive product such as glue, tack, tape or screw or nail the walls of the premise without obtaining the consent of the agent or lessor.
- (n) Any timber or cork flooring must not be walked on by the tenant or their agent or invitees in high heels or any other footwear that is likely to damage the surface of the floorings. Any furniture should be placed on top of a rug or similar floor covering to protect the surface of the flooring.
- (o) Any stain or marking on the floors must be cleaned prior to any permanent damage occurring using an appropriate product for the type of flooring.
- (p) In the event that any light bulbs require replacing during the tenancy, the tenant will bear all costs with replacing same.
- (q) All upholstery including curtains and carpeting in the premises is to be cleaned to the same standard as at the beginning of the tenancy excepting fair wear and tear.
- (r) If the lessor has provided any inventory items in a set and one piece of that set is damaged and irreplaceable, the tenant agrees to replace the entire set with a new set.

## 4. Water

- (a) Water usage if premises is water efficient:
  - (i) The tenant is responsible for payment of water usage at the premises.
  - (ii) Water usage charges will be based on the water meter readings and will be recorded on each Condition Report during the tenancy.
- (b) Water usage if premises not water efficient:
  - (i) If the water usage is individually metered any excess consumption over the reasonable amount will be charged to the tenant
  - (ii) If the water usage is not individually metered, any excess usage over the reasonable amount, which the parties agree to be 35 kilolitres, will not be charged to the tenant.
- (c) The agent will invoice the tenant per quarter and payment must be made in accordance with that invoice.

## 5. Parking

- (a) The tenant or agents and invitees of the tenant must not block the common property or driveway areas at any time with their vehicles. Any visitors are strictly to use only the visitor parking if available.
- (b) The tenant must not at any stage enter the roof area above the premises, and if required to do so, will contact the agent to obtain their prior consent.
- (c) The tenant must park their vehicle only in their designated parking space if one is provided and must not use this space for any other purpose such as storage, repairing vehicles, or as a work space.
- (d) The designated car space and the car park must be kept clean at all times and the tenant must not litter any rubbish in this area.
- (e) No trailers or unregistered vehicles must be parked in any of the car park area without first obtaining the consent of the agent or lessor.



## 6. Administration

- (a) On expiry of the term, the lessor may increase the rent by giving at least 2 months written notice to the tenant.
- (b) The tenant will be charged each time a rental payment transaction is rejected due to insufficient funds, regardless of how payment is made (Refer to schedule of fees if applicable).
- (c) The tenant must nominate one person to be the primary contact person. This may be changed at any time with written notice to the agent.
- (d) There will be a fee each time any of the leaseholders on the tenancy Agreement change. (Refer to schedule of fees if applicable).
- (e) If the agent uses a specific website or mobile application for the purposes of liaising with the tenant, such as for providing notices, or paying rent, then the tenant agrees to use those applications where possible.
- (f) Any invoices provided by the agent to the tenant will be payable within thirty days.
- (g) Should any unauthorised person break in to the premises, the tenant must contact the police immediately and then notify the agent or lessor as a matter of urgency.
- (h) The tenant must properly restrain any pets prior to inspections.
- (i) Excess on any insurance policy held by the lessor may be payable by the tenant if any damage is caused to the property by the tenant.
- (j) If the tenant is unable to access the premises due to keys being lost or being locked out, the tenant may contact a locksmith at their own cost or contact the agent for assistance. The tenant acknowledges that the agent may not be available to assist at the time.

# Annexure B

## Special Terms

- when vacating the premises, the tenant is required to leave the property in a clean and tidy state that will need to meet the satisfactory standard of the managing agent. items that do not meet requirements will be identified to the tenant who will be provided with the opportunity to rectify such items. failure to do so within a reasonable time frame and the managing agents will engage a professional cleaner to bring the property back up to a satisfactory standard. charges for this service will be taken out of the tenant's bond. - as part of this tenancy agreement, if pets are approved, the approved pet/pets should be kept outside the property at all times and must not cause nuisance by way of noise or any form of aggression to people around the property, including but not limited to neighbours. any damages caused by the tenants pet/pets will require the tenant to rectify said damages at their own cost. in addition, the tenants must arrange, at their cost, a professional pest control prior to final vacation of the property. - pursuant to clause 17, if the property is individually metered for water, but has not been certified as water efficient, the owner can recover from the tenant the cost of any excess water usage (defined as any amount more than 50 kilolitres of water per quarter). - the tenant must be in advance with their rent payments at all times. - smoking is not allowed inside the property. - during the term of the tenancy, light bulb maintenance is the responsibility of the tenants. - in accordance with part 2, division 2, sub clause 7, if the tenant was to end the lease early, they must pay the agent \$385 (inclusive of gst) to cover the costs of marketing the property. payment must be made within 7 days of notification of the form 13. the re-letting fee of 1 weeks rent + gst must also be covered by the tenant and paid upon a successful applicant being chosen. rent must continue to be paid up until a new tenant is found or until the end of the lease, whichever date is sooner. - refer to appendix a for additional special terms.

## Confirmations

### Tenant

I confirm I am the named tenant on this agreement as identified by documents provided to First National Real Estate Style. This signature is my own, and I also confirm I agree to sign my Residential Tenancy Agreement in this electronic format.

### Audit Trail