

# General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008

## Part 1 Tenancy details

**Item 1** **1.1 Lessor**  
Name/trading name **CARTWRIGHT PROPERTY GROUP ON BEHALF OF THE LESSOR**

Address

C/O 165 Long Street East, Graceville QLD

Postcode **4075**

**1.2** Phone **07 3373 5800** Mobile Mobile Email **info@cartwrightpg.com.au**

**Item 2** **2.1 Tenant/s**  
Tenant 1 Full name/s

Phone Phone Email

Tenant 2 Full name/s

Phone Phone Email

Tenant 3 Full name/s

Phone Phone Email

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

**Item 3** **3.1 Agent** If applicable. See clause 43  
Full name/trading name **Cartwright Property Group Pty Ltd**

Address

165 Long Street East

GRACEVILLE

QLD

Postcode **4075**

**3.2** Phone **07 3373 5800** Mobile Mobile Email **info@cartwrightpg.com.au**

**Item 4** **Notices may be given to**  
(Indicate if the email is different from item 1, 2 or 3 above)

**4.1 Lessor**

Email Yes ☒ No ☐

Facsimile Yes ☒ No ☐

**4.2 Tenant/s**

Email Yes ☒ No ☐

Facsimile Yes ☒ No ☐

**4.3 Agent**

Email Yes ☒ No ☐

Facsimile Yes ☒ No ☐

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

3/29 Kennard Street

CORINDA QLD

Postcode **4075**

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

SEE ENTRY CONDITION REPORT

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

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

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



Item 7 Rent \$ 450.00 per ☒ week ☐ fortnight ☐ month See clause 8(1)

Item 8 Rent must be paid on the DUE DATE day of each FORTNIGHT  
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)

DEFT, BPAY with DEFT reference

Details for direct credit

BSB no. N/A Bank/building society/credit union N/A

Account no. N/A Account name N/A

Payment reference

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

DEFT Payment System or BPAY

Item 11 Rental bond amount \$ 1,800.00 See clause 13

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

Electricity ☒ Yes ☐ No Any other service that a tenant must pay ☒ Yes ☐ No  
Gas ☒ Yes ☐ No Type 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 N/A Any other service stated in item 12.1 N/A  
Gas N/A See special terms (page 8)  
Phone N/A

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

Electricity N/A

Gas N/A

Phone N/A

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

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

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

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

Item 17 17.1 Pets approved ☐ Yes ☒ No See clause 24(1)

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

Type Number Type Number

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

Electrical repairs CARTWRIGHT PROPERTY GROUP Phone 07 3373 5800

Plumbing repairs CARTWRIGHT PROPERTY GROUP Phone 07 3373 5800

Other CARTWRIGHT PROPERTY GROUP Phone 07 3373 5800

## Part 2 Standard Terms

### Division 1 Preliminary

#### 1 Interpretation

In this agreement -

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

#### 2 Terms of a general tenancy agreement

- (1) This part states, under the *Residential Tenancies and Rooming Accommodation Act 2008 (the Act)*, section 55, the standard terms of a general tenancy agreement.
- (2) The Act also imposes duties on, and gives entitlements to, the lessor and tenant that are taken to be included as terms of this agreement.
- (3) The lessor and tenant may agree on other terms of this agreement (**special terms**).
- (4) A duty or entitlement under the Act overrides a standard term or special term if the term is inconsistent with the duty or entitlement.
- (5) A standard term overrides a special term if they are inconsistent.

*Note* - Some breaches of this agreement may also be an offence under the Act, for example, if -

- the lessor or the lessor's agent enters the premises in contravention of the rules of entry under sections 192 to 199; or
- the tenant does not sign and return the condition report to the lessor or the lessor's agent under section 65.

#### 3 More than 1 lessor or tenant

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

### Division 2 Period of tenancy

#### 4 Start of tenancy

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

#### 5 Entry condition report - s 65

- (1) The lessor must prepare, in the approved form, sign and give the tenant 1 copy of a condition report for the premises.
- (2) The copy must be given to the tenant on or before the day the tenant occupies the premises under this agreement.
- (3) The tenant must mark the copy of the report to show any parts the tenant disagrees with, and sign and return the copy to the lessor not later than 3 days after the later of the following days -
  - (a) the day the tenant is entitled to occupy the premises;
  - (b) the day the tenant is given the copy of the condition report.*Note* - A well completed condition report can be very important to help the parties if there is a dispute about the condition of the premises when the tenancy started. For more information about condition reports, see the information statement.
- (4) After the copy of the condition report is returned to the lessor by the tenant, the lessor must copy the condition report and return it to the tenant within 14 days.

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

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

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

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

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

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

### Division 3 Rent

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

- (1) The tenant must pay the rent stated in this agreement for item 7.
- (2) The rent must be paid at the times stated in this agreement for item 8.
- (3) The rent must be paid -
  - (a) in the way stated in this agreement for item 9; or
  - (b) in the way agreed after the signing of this agreement by -
    - (i) the lessor or tenant giving the other party a notice proposing the way; and
    - (ii) the other party agreeing to the proposal in writing; or
  - (c) if there is no way stated in this agreement for item 9 or no way agreed after the signing of this agreement - in an approved way under section 83(4).
- (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) 6 months after the day the existing rent became payable by the tenant.
- (4) Subject to an order of a tribunal, the increased rent is payable from the day stated in the notice, and this agreement is taken to be amended accordingly.
- (5) However, if this agreement is a fixed term agreement, the rent may be increased before the term ends only if a special term -
  - (a) provides for a rent increase; and
  - (b) states the amount of the increase or how the amount of the increase is to be worked out.
- (6) A rent increase is payable by the tenant only if the rent is increased under this clause.

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

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

## 12 Rent decreases - s 94

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

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

## Division 4 Rental bond

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

- (1) If a rental bond is stated in this agreement for item 11, the tenant must pay to the lessor or the lessor's agent the rental bond amount -
  - (a) if a special term requires the bond to be paid at a stated time - at the stated time; or
  - (b) if a special term requires the bond to be paid by instalments - by instalments; or
  - (c) otherwise - when the tenant signs this agreement.
- (2) The lessor or the lessor's agent must, within 10 days of receiving the bond or a part of the bond, pay it to the authority and give the authority a notice, in the approved form, about the bond.
- (3) The bond is intended to be available to financially protect the lessor if the tenant breaches this agreement.

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

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

### 14 Increase in bond - s 154

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

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

## Division 5 Outgoings

### 15 Outgoings - s 163

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

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

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

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

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

### 17 Water service charges - ss 164 and 166W

- (1) The tenant must pay an amount for the water consumption charges for the premises if -
  - (a) the tenant is enjoying or sharing the benefit of a water service to the premises; and
  - (b) the premises are individually metered for the supply of water or water is supplied to the premises by delivery by means of a vehicle; and
  - (c) this agreement states for item 12.2 that the tenant must pay for water supplied to the premises.
- (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.
- (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 under the *Body Corporate and Community Management Act 1997* or *Building Units and Group Titles Act 1980* applicable to -
  - (a) the occupation of the premises; or
  - (b) any common area available for use by the tenant with the premises.
- (2) The tenant must comply with the by-laws.

#### 23 Number of occupants allowed

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

#### 24 Pets

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

### Subdivision 2 Standard of premises

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

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

*Note* - For details about the maintenance, see the information statement.

- (3) However, the lessor is not required to comply with subclause (1)(c) or (2)(a) for any non-standard items and the lessor is not responsible for their maintenance if -
  - (a) the lessor is the State; and
  - (b) the non-standard items are stated in this agreement and this agreement states the lessor is not responsible for their maintenance; and
  - (c) the non-standard items are not necessary and reasonable to make the premises a fit place in which to live; and
  - (d) the non-standard items are not a risk to health or safety; and
  - (e) for fixtures - the fixtures were not attached to the premises by the lessor.

- (4) In this clause -  
**non-standard items** means the fixtures attached to the premises and inclusions supplied with the premises stated in this agreement for item 5.2.  
**premises** include any common area available for use by the tenant with the premises.

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

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

### Subdivision 3 The dwelling

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

- (1) The tenant may attach a fixture, or make a structural change, to the premises only if the lessor agrees to the fixture's attachment or the structural change.  
*Note* - Fixtures are generally items permanently attached to land or to a building that are intended to become part of the land or building. An attachment may include, for example, something glued, nailed or screwed to a wall.
- (2) The lessor's agreement must be written, describe the nature of the fixture or change and include any terms of the agreement.



*Examples of terms -*

- that the tenant may remove the fixture
  - that the tenant must repair damage caused when removing the fixture
  - that the lessor must pay for the fixture if the tenant can not remove it
- (3) If the lessor does agree, the tenant must comply with the terms of the lessor's agreement.
- (4) The lessor must not act unreasonably in failing to agree.
- (5) If the tenant attaches a fixture, or makes a structural change, to the premises without the lessor's agreement, the lessor may -
- (a) take action for a breach of a term of this agreement; or
  - (b) waive the breach (that is, not take action for the breach) and treat the fixture or change as an improvement to the premises for the lessor's benefit (that is, treat it as belonging to the lessor, without having to pay the tenant for it).

## 28 Supply of locks and keys - s 210

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

## 29 Changing locks - ss 211 and 212

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

## Subdivision 4 Damage and repairs

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

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

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

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

### 32 Notice of damage - s 217

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

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

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

## Division 7 Restrictions on transfer or subletting by tenant

### 34 General - ss 238 and 240

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

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

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

## Division 8 When agreement ends

### 36 Ending of agreement - s 277

- (1) This agreement ends only if -
- (a) the tenant and the lessor agree in writing; or

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

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

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

*Note* - See the information statement for details.

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

At the end of the tenancy, the tenant must leave the premises, as far as possible, in the same condition they were in at the start of the tenancy, fair wear and tear excepted.

*Examples of what may be fair wear and tear -*

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

### **38 Keys**

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

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

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

### **40 Exit condition report - s 66**

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

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

- (1) The tenant must take all of the tenant's belongings from the premises at the end of the tenancy.
- (2) The lessor may not treat belongings left behind as the lessor's own property, but must deal with them under sections 363 and 364.

*Note* - For details of the lessor's obligations under sections 363 and 364, see the information statement. They may include an obligation to store goods and may allow the lessor to sell goods and pay the net sale proceeds (after storage and selling costs) to the public trustee.

## **Division 9 Miscellaneous**

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

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

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

### **43 Lessor's agent**

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

### **44 Notices**

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

### 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.

See Annexure A

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

CARTWRIGHT PROPERTY GROUP

Signature

Date / /

#### in the presence of (witness)

Print name

Witness signature

Date / /

#### Signature of tenant 1

Print name

Signature

Date / /

#### in the presence of (witness)

Print name

Witness signature

Date / /

#### Signature of tenant 2

Print name

Signature

Date / /

#### in the presence of (witness)

Print name

Witness signature

Date / /

#### Signature of tenant 3

Print name

Signature

Date / /

#### in the presence of (witness)

Print name

Witness signature

Date / /



# Special Terms

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

## 45 Occupation and use of premises

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

## 46 Care of the premises by the tenant

- (1) During the tenancy, the tenant must-
  - (a) not do anything that might block any plumbing 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) keep the premises free from pests and vermin;
  - (f) keep the walls, floor, doors and ceilings of the premises free of nails, screws or adhesive substances, unless otherwise agreed to by the lessor in accordance with clause 27;
  - (g) not intentionally or negligently damage the premises and inclusions;
  - (h) only hang clothing and other articles outside the premises in areas designated by the lessor or the lessor's agent;
  - (i) keep the swimming pool, filter and spa equipment (if any) clean and at the correct chemical levels having regard to their condition at the start of the tenancy;
  - (j) not interfere with nor make non-operational any facility that may be provided with the premises (eg. smoke alarms, fire extinguishers, garden sprinkler systems, hoses etc).
  - (k) where the lessor has consented to animals being kept at the premises, the tenant must ensure all animals are kept in accordance with relevant local laws, state laws and federal laws including but not limited to, the *Animal Management (Cats & Dogs) Act 2008* and the *Animal Care and Protection Act 2001* where applicable.
- (2) The obligations of the tenant at the end of the occupancy regarding the condition of the premises include -
  - (a) If the carpets were professionally shampooed or steam cleaned at the start of the tenancy, having the carpets shampooed or steam cleaned:
    - (i) to the same standard they were in at the start of the tenancy, fair wear and tear excepted on the last day of the occupancy; and
    - (ii) giving the lessor or lessor's agent a copy of the relevant carpet cleaner's receipt or other relevant evidence to demonstrate that the tenant has complied with this requirement; and
    - (iii) giving the lessor or lessor's agent a copy of any professional carpet cleaner's receipt;
    - (iv) if birds or animals have been kept at the premises, to pay for the premises to be fumigated and deodorised by a professional fumigator.
  - (b) repairing the tenant's intentional or negligent damage to the premises or inclusions;
  - (c) returning the swimming pool, filter and spa equipment (if any) to a clean condition with correct chemical levels having regard to their condition at the start of the tenancy;
  - (d) removing rubbish;
  - (e) replacing inclusions (fair wear and tear excepted);
  - (f) mowing lawns, weeding gardens having regard to their condition at the start of the tenancy;
  - (g) remove all property other than that belonging to the lessor or on the premises at the start of the tenancy.
- (3) If the tenant does not meet the tenant's obligations at the end of the tenancy the lessor or the lessor's agent may pay for this to be done and claim the cost of doing so from the rental bond.

## 47 Locks and keys and remote controls

- (1) The lessor may claim from the tenant costs incurred by the lessor as a result of the tenant losing any key, access keycard or remote control relating to the premises which has been provided to the tenant (by the lessor, a body corporate or other person), including costs in connection with:
  - (a) replacing the key, access keycard or remote control; and
  - (b) gaining access to the premises.
- (2) The tenant acknowledges that the lessor's agent may retain a duplicate set of keys.
- (3) The tenant must return all keys, access keycards and/or any remote controls to the lessor or the lessor's agent at the end of the tenancy.

## 48 Early termination by tenant

If the tenancy is breached before the end of the tenancy specified in item 6 despite other provisions of this agreement the lessor may claim from the tenant -

- (a) the rent and service charges until the lessor re-lets the premises or the end of the tenancy as specified in item 6 whichever is the earlier; and
- (b) the reasonable costs (including advertising costs) of re-letting and attempting to re-let the premises. (Sections 173(2) and 420).

## Special Terms *continued...*

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

### 49 Liability excluded

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

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

as a direct or indirect result of the tenant's negligent acts or omissions or breach of this agreement or obligations under the Act.

### 50 Lessor's insurance

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

- (2) The lessor may claim from the tenant -

- (a) any increase in the premium of the lessor's insurance; and
- (b) any excess on claim by the lessor on the lessor's insurance; and
- (c) any other cost and expenses incurred by the lessor;

as a direct or indirect result of the tenant's negligent acts or omissions or breach of this agreement or obligations under the Act.

### 51 Tenant's insurance

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

### 52 Smoke alarm obligations

The tenant must-

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

*Note:* In interpreting the word "spent" when referring to a battery, the term is used to include reference to a battery which is flat, non-functioning or lacking in charge that it does not properly operate the smoke alarm.

- (4) Clean each smoke alarm in the premises in the way stated in the Information Statement provided to the tenant/s at the commencement of the tenancy:
  - (a) at least once every 12 months; or
  - (b) if a fixed term tenancy is of less than 12 months duration, but is held over under a periodic tenancy of 12 months or more, at least once in the 12 month period.

In the event that the tenant/s engages a contractor/tradesperson (as listed in Item 18) to meet the tenant/s obligations listed under this clause, such engagement shall be at the tenant/s' own cost and expense.

- (5) Not tamper with or otherwise render a smoke alarm inoperative. Such an act will constitute malicious damage in accordance with Section 188 of the Act.

### 53 Portable pool obligations

- (1) The tenant must -

- (a) Obtain the lessor's consent for a portable pool at the premises of a depth of 300mm or greater;
- (b) Where consent is to be provided by the lessor to the tenant for the use of a portable pool at the premises of a depth of 300mm or greater, provide the lessor and/or the agent with details of the type and description of the proposed portable pool.

- (2) Where consent is provided by the lessor to the tenant for the use of a portable pool at the premises of a depth of 300mm or greater, the tenant agrees to:

- (a) Maintain and repair the portable pool at the tenant's own expense;
- (b) In accordance with the *Building Act 1975* obtain, maintain and renew a Pool Safety Certificate for a regulated pool, which includes a requirement for a compliant pool fence and, provide a copy of the Pool Safety Certificate to the lessor and/or agent;
- (c) Where a compliant pool fence is required for a regulated pool, obtain the lessor's consent regarding a proposed fence in accordance with clause 27 of the standard terms;
- (d) In circumstances where consent is provided to the tenant by the lessor in accordance with clause 27 of the standard terms, construct and maintain the fence as required by the *Building Act 1975*, at the tenant's own expense.

- (3) In accordance with clause 53(1) and 53(2), where consent is provided by the lessor to the tenant for a portable pool of a depth of 300mm or greater and/or as prescribed by the *Building Act 1975*, the tenant hereby agrees to indemnify and hold harmless the lessor and agent for any loss, claim, suit or demand, brought, caused or contributed to, directly or indirectly, by the portable pool.

## Annexure A

### FORM 18A GENERAL TENANCY AGREEMENT + REIQ SPECIAL CONDITIONS

1. Tenants are to pay for all water usage (100% ) as the premises has been made Water Efficient by the WELS 3.
2. Once official notice of intention to leave, or notice to leave has been issued/received by the agent, the tenant/s agree to allow the agent to perform two 10 minute prospective tenant inspections each week. Dates and times to be advised.
3. Tenant/s agree to maintain and clean the filters of the following appliances during their tenancy as required and also as part of their vacating procedure if the identified appliance/s is/are located at the property: clothes dryer; dishwasher, air conditioner/s.
4. Tenant/s agree to "top up" Hot Water Service as required. If the tenant/s do not perform the top up as required, and the HWS becomes damaged as a result, then the tenant/s agree they will pay for the cost of a new Hot water service to be supplied and installed to the property.
5. In accordance with section 91 of the Residential Tenancies & Rooming Accommodation Act 2008 you are hereby advised that the weekly rent amount in respect of the abovementioned premises may increase at the expiration of this tenancy agreement.
6. Tenant/s agree to pay the cost of any tradesman's invoice if the tenant requested maintenance for repairs, a tradesman attends but finds nothing faulty or requiring repair.
7. Regular yard maintenance is the tenants responsibility. Tenants agree to maintain the yard and garden beds to the same standard as at the start of the initial tenancy agreement.
8. FIRST 3 MONTHS RENT AT \$450 A WEEK, THEN INCREASING TO \$475 A WEEK STARTING ON XX-XX-2016 FOR THE DURATION OF THE TERM LEASE

QUEENSLAND LAND REGISTRY

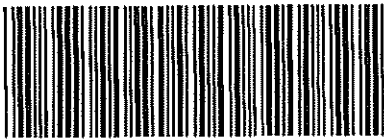
## GENERAL REQUEST

FORM 14 Version 4

Land Title Act 1994, Land Act 1994 and Water Act 2000

Duty Imprint

Page 1 of 1



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BE 460

## 1. Nature of request

REQUEST TO RECORD FIRST COMMUNITY  
MANAGEMENT STATEMENT FOR KENNARD  
D'AQUA VILLAS COMMUNITY TITLE SCHEME

## Lodger (Name, address, E-mail &amp; phone number)

Warlow Scott Lawyers  
Level 7, 71 - 89 Adelaide Street  
BRISBANE QLD 4000  
Phone: (07) 3002 7444 Fax: (07) 3002 7474  
Email: info@warlowscott.com.auLodger  
Code

BE148A

## 2. Lot on Plan Description

207 ON RP 29638

## County

STANLEY

## Parish

OXLEY

## Title Reference

50134537

## 3. Registered Proprietor/State Lessee

SYNDEQ PTY LTD A.C.N. 111 885 600

## 4. Interest

FEE SIMPLE

## 5. Applicant

SYNDEQ PTY LTD A.C.N. 111 885 600

## 6. Request

I hereby request that: the First CMS deposited herewith be recorded as the CMS for Kennard D'Aqua Villas Community Title Scheme and that 2 / 671 Sherwood Road, Sherwood, Qld, 4075 be recorded as the address for service on the body corporate for the scheme.

## 7. Execution by applicant

13/7/09  
Execution Date  
Applicant's or Solicitor's Signature

Note: A Solicitor is required to print full name if signing on behalf of the Applicant

Daniel John Ronan  
Solicitor

THIS STATEMENT  
WITH A FORM  
CASE OF  
WITHIN THE  
CONSENT

40300

TOGETHER  
AND IN THE  
E LODGED  
DATE OF

This statement incorporates and must  
include the following:

Schedule A - Schedule of lot entitlements  
Schedule B - Explanation of development of scheme land  
Schedule C - By-laws  
Schedule D - Any other details  
Schedule E - Allocation of exclusive use areas

1. Name of community titles scheme

Kennard D'Aqua Villas Community Titles Scheme

2. Regulation module

STANDARD

3. Name of body corporate

Body Corporate for Kennard D'Aqua Villas Community Titles Scheme

4. Scheme land

Lot on Plan Description	County	Parish	Title Reference
Common Property of Kennard D'Aqua Villas Community Titles Scheme	Stanley	Orley	To Issue 50134537
Lot 1 to 13 on SP 225644	Stanley	Orley	To Issue 50134537

5. #Name and address of original owner

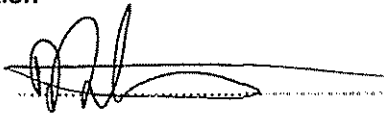
Syndeq Pty Ltd A.C.N. 111 885 600  
of Unit 32, 121 Kerry Road, Archerfield, Qld, 4108

6. Reference to plan lodged with this statement

SP 225644

# first community management statement only

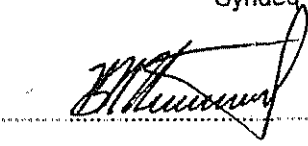
7. Local Government community management statement notation

 signed  
DAVID PATERSON - PRINCIPAL PLANNER name and designation  
BRISBANE CITY COUNCIL name of Local Government

8. Execution by original owner/Consent of body corporate

Syndeq Pty Ltd A.C.N. 111 885 600

614109  
Execution Date

 Sole Director  
\*Execution

\*Original owner to execute for a first community management statement  
\*Body corporate to execute for a new community management statement

Privacy Statement

Collection of this information is authorised by the Body Corporate and Community Management Act 1997 and is used to maintain the publicly searchable registers in the land registry. For more information about privacy in NR&W see the Department's website.



**SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS**

Lot on Plan	Contribution	Interest
Lot 1 on SP 225644	1	1
Lot 2 on SP 225644	1	1
Lot 3 on SP 225644	1	1
Lot 4 on SP 225644	1	1
Lot 5 on SP 225644	1	1
Lot 6 on SP 225644	1	1
Lot 7 on SP 225644	1	1
Lot 8 on SP 225644	1	1
Lot 9 on SP 225644	1	1
Lot 10 on SP 225644	1	1
Lot 11 on SP 225644	1	1
Lot 12 on SP 225644	1	1
Lot 13 on SP 225644	1	1
<b>TOTALS</b>	<b>13</b>	<b>13</b>

**SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND**

Section 66(1)(d)(i), Section 66(1)(f) and Section 66(1)(g) of the *Body Corporate and Community Management Act 1997* are not applicable

**SCHEDULE C BY-LAWS****1. DEFINITIONS**

1.1 In these By-laws the following terms have the following meaning unless the context otherwise requires.

- (a) "Act" means the Body Corporate and Community Management Act 1997 as amended from time to time.
- (b) "Body Corporate" means the body corporate for the Scheme established pursuant to the Act.
- (c) "Building" means the building or buildings and/or parts thereof including the Lots erected upon the Scheme Land.
- (d) "Plan" means the registered Survey Plan for the Scheme Land.
- (e) "By-laws" means the By-laws for the Scheme.
- (f) "Common Property" means the common property for the Scheme.
- (g) "Committee" means the Committee of the Body Corporate appointed pursuant to the Act.
- (h) "Committee's Representative" means a member of the Committee appointed from time to time for the purpose of representing the Committee.
- (i) "Scheme Land" means the land contained within the Scheme.
- (j) "Lot" means a lot in the Scheme.
- (k) "Secretary" means the secretary of the Body Corporate.
- (l) "Scheme" means the community title scheme for Kennard D'Aqua Villas Community Titles Scheme.

**2. NOISE**

- 2.1 The owner or occupier of a Lot must not create noise likely to interfere with the peaceful enjoyment of a person lawfully on another Lot or the Common Property.

**3. VEHICLES AND PARKING**

- 3.1 The owner or occupier of a Lot must not, without the Body Corporate's written approval:
- (a) park a vehicle or allow a vehicle to stand on the Common Property; or
  - (b) permit an invitee to park a vehicle or allow a vehicle to stand on the Common Property.
- 3.2 An approval under subsection (1) must state the period for which it is given, with the exception of designated visitor parking.
- 3.3 However, the Body Corporate may cancel the approval by giving 7 days written notice to the occupier, with the exception of designated visitor parking.
- 3.4 The driveway, associated landscaping and vehicle turning areas, as Shown on the Approved Drawings and Documents, must form part of the common property and shall not be designated for the exclusive use of any dwelling unit.
- 3.5 Despite any other By-Law, designated visitor parking must remain available at all times for the sole use of visitor vehicles.
- 3.6 The Body Corporate must provide five (5) visitors' car parking spaces (one of which must be suitable for people with disabilities) that are to remain available for use at all times by bona-fide visitors, guests, or invitees of the tenants of all units, and are not included within an exclusive use area or any lot entitlement.
- 3.7 The Body Corporate must provide visitors' parking signage at the vehicle entrance to the site adjacent to or clearly visible from the vehicle entrance to the site.
- 3.8 Visitors car parking bays are not to be fitted with a roller door, gate or similar device preventing access to visitor parking bays.
- 3.9 No gates or similar devices are to be placed at the vehicle entry of the Common Property preventing vehicle access to the site.
- 3.10 The Body Corporate must ensure that there is a suitable lighting system to operate from dusk to dawn for the driveway between the vehicle entrance to the site and all visitors' car parking spaces.
- 3.11 The Body Corporate must install directional visitors' parking signage at the vehicle entrance to the site adjacent to or clearly visible from the vehicle entrance to the site.
- 3.12 The Body Corporate must ensure that all sealed traffic areas are cleaned as necessary to prevent emissions of particulate matter.
- 3.13 The Body Corporate must maintain the acoustic damping of any metal grills, metal plates or similar which are subject to vehicular traffic, so as to prevent environmental nuisance.

**4. OBSTRUCTION**

- 4.1 The owner or occupier of a Lot must not obstruct the lawful use of the Common Property by someone else.

**5. DAMAGE TO LAWNS ETC**

- 5.1 The owner or occupier of a Lot must not without the Body Corporate's written approval:
- (a) damage a lawn, garden, tree, shrub, plant or flower on the Common Property; or
  - (b) use a part of the Common Property as a garden.

5.2 An approval under subsection (1) must state the period for which it is given.

5.3 However, the Body Corporate may cancel the approval by giving 7 days written notice to the occupier.

## **6. DAMAGE TO COMMON PROPERTY**

6.1 An owner or occupier of a Lot must not, without the Body Corporate's written approval, mark, paint, drive nails, screws or other objects into or otherwise damage or deface a structure that forms part of the Common Property.

6.2 However, an owner or occupier may install a locking or safety device to protect the Lot against intruders, or a screen to prevent entry of animals or insects if the device or screen is soundly built and is consistent with the colour, style and materials of the Building.

6.3 The owner or occupier of a Lot must keep a device installed under subsection (2) in good order and repair.

## **7. BEHAVIOUR OF INVITEES**

7.1 An owner or occupier of a Lot must take reasonable steps to ensure that the occupier's invitees do not behave in a way likely to interfere with the peaceful enjoyment of another Lot or the Common Property.

## **8. LEAVING OF RUBBISH ETC ON COMMON PROPERTY**

8.1 The owner or occupier of a Lot must not leave rubbish or other materials on the common property in a way or place likely to interfere with the enjoyment of the common property by someone else.

## **9. APPEARANCE OF LOT**

9.1 The owner or occupier of a Lot must not, without the Body Corporate's written approval, make a change to the external appearance of the Lot.

9.2 The owner or occupier of a Lot must not, without the Body Corporate's written approval:

- (a) hang washing, bedding or another cloth article if the article is visible from another Lot or the Common Property or from outside the Scheme Land; or
- (b) display a sign, advertisement, placard, banner, pamphlet or similar article if the article is visible from another Lot or the Common Property or from outside the Scheme Land.

## **10. STORAGE OF FLAMMABLE MATERIALS**

10.1 The owner or occupier of a Lot must not, without the Body Corporate's written approval, store a flammable substance on the Common Property.

10.2 The owner or occupier of a Lot must not, without the Body Corporate's written approval, store a flammable substance on the Lot unless the substance is used or intended for use for domestic purposes.

10.3 However, this section does not apply to the storage of fuel in:

- (a) the fuel tank of a vehicle, boat or internal combustion engine; or
- (b) a tank kept on a vehicle or boat in which the fuel is stored under the requirements of the law regulating the storage of flammable liquid.

## **11. GARBAGE DISPOSAL**

11.1 Unless the Body Corporate provides some other way of garbage disposal, the owner or occupier of a Lot must keep a receptacle for garbage in a clean and dry condition and adequately covered on the Lot, or on a part of the Common Property designated by the Body Corporate for the purpose.

11.2 The owner or occupier of a Lot must:

- (a) comply with all local government local laws about disposal of garbage; and
- (b) ensure that the occupier does not, in disposing of garbage, adversely affect the health, hygiene or comfort of the occupiers of other Lots.

## **12. KEEPING OF ANIMALS**

12.1 The owner or occupier of a lot must not, without the body corporate's written approval:

- (a) bring or keep an animal on the lot or the Common Property; or
- (b) permit an invitee to bring or keep an animal on the Lot or the Common Property.

12.2 The owner or occupier must obtain the body corporate's written approval before bringing or permitting an invitee to bring an animal onto the Lot or the Common Property.

## **13. OBJECTS KEPT IN STAIRWAYS**

13.1 An owner or occupier must not leave any object of any description in the common stairways. In the event that objects are left in the common stairways, any owner or occupier shall immediately remove such object.

## **14. USE OF LOTS**

14.1 Subject to any exclusions contained in these By-laws an owner or occupier of a Lot shall not use that Lot or permit the same to be used otherwise than as a private residence nor for any purpose that may cause a nuisance or hazard or for any illegal or immoral purpose or for any other purpose that may endanger the safety or good reputation of persons residing within the Scheme Land.

## **15. USE OF RADIOS ETC**

15.1 An owner or occupier of a Lot shall not operate or permit to be operated upon the parcel any radio, two way radio, short wave radio, transmitter, telecommunications device or electronic equipment so as to interfere with any domestic appliance or apparatus (including a radio or television receiver) lawfully in use upon the Common Property or in any other Lot.

## **16. STRUCTURAL ALTERATIONS TO THE INTERIOR OF LOTS**

16.1 The manner and style of any structural fit out or structural alteration to the interior of any Lot must have the prior written approval of the Committee. The Committee shall be entitled to request plans and specifications as it might consider necessary to enable it to grant its approval and the owner of a Lot shall provide all such plans and specifications PROVIDED HOWEVER that where kitchen facilities are to be installed an extraction system approved by the Committee and relevant Statutory Authorities must be installed.

## **17. ALTERATIONS TO THE EXTERIOR OF LOTS**

17.1 Where an owner proposes to carry out work, which will alter the exterior of any Lot, he shall follow the procedure set out below:

- (a) Apply in writing to the Body Corporate outlining the proposed work and provide plans and specifications. Such plans and specifications must be of the same architectural standard as the Building.
- (b) The Body Corporate on behalf of the owner shall submit to the architect nominated by the Committee from time to time the plans and specifications for his approval in writing. The Body Corporate will use its best endeavours to ensure that the architect gives a decision promptly.
- (c) The approval of the architect to any plans and specifications shall be considered by the Committee, provided that the architect shall be entitled to approve such plans with appropriate variations. If the architect refuses to give any approval the owner shall not be entitled to make the alterations proposed.
- (d) If the Architect approves such plans then the proposal will be submitted to a general meeting of the Body Corporate for permission to proceed with alterations.

- (e) Any costs associated with the procedure outlined above, including any fee from the architect, shall be paid by the owner seeking to make the alteration.

#### **18. BALCONIES, TERRACES, FENCES, PERGOLAS, SCREENS, EXTERNAL BLINDS OR AWNINGS**

- 18.1 An owner or occupier of a Lot shall not construct or permit the construction or erection of any balcony, terrace, fence, pergola, screen, external blind or awning of any kind within or upon a Lot or on Common Property without the prior approval in writing of the Committee. Such work must be carried out in a workmanlike manner and must not detract from the overall appearance of the Building.
- 18.2 The owner of a Lot shall be responsible for the maintenance and repair of any fence which forms part of the Lot. The Body Corporate shall have the power to repair or replace such fence at the expense of the Lot owner should the fence fall into disrepair.
- 18.3 All balconies and terraces shown on the approved drawings and documents, are to remain unenclosed with no shutters, glazing, louvers or similar permanent structures other than those consistent with the relevant 'Residential Design Code' in the *Brisbane City plan* and clearly depicted on the Approved Drawings and Documents.

#### **19. MAINTENANCE RESPONSIBILITY OF ALTERATIONS TO COMMON PROPERTY**

- 19.1 Any alteration made to Common Property or fixture or fitting attached to Common Property by an owner of a Lot, whether made or attached with or without the approval of the Body Corporate Committee, shall, unless otherwise provided by resolution of general meeting or of a meeting of the Committee, be repaired and maintained by the owner for the time being of the Lot.

#### **20. MAINTENANCE OF LOTS**

- 20.1 Each owner shall be responsible for the maintenance of his Lot and shall ensure that his Lot is so kept and maintained as not to be offensive in appearance to other Lot owners through the accumulation of excess rubbish or otherwise. Maintenance of lawns and gardens that are located within the Lot, will be the responsibility of the Lot owner. All such lawns and gardens are to be mown regularly and kept well maintained.

#### **21. REPLACEMENT OF GLASS**

- 21.1 Windows shall be kept clean by the owner or occupier of a Lot and promptly replaced by the owner of the Lot with fresh glass of the same kind and weight as originally installed.

#### **22. BEHAVIOUR OF INVITEES**

- 22.1 An owner or occupier of a Lot shall take all reasonable steps to ensure that his invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the owner of another Lot or of any person lawfully using Common Property.
- 22.2 The owner or occupier of a Lot shall be liable to compensate the Body Corporate in respect of all damage to the Common Property or personal property vested in it caused by such owner or their invitees.
- 22.3 An owner or occupier of Lot which is the subject of a lease or licence agreement shall take all reasonable steps, including any action available to him under any such lease or licence agreement, to ensure that any lessee or licensee or other occupier of the Lot or their invitees comply with the provisions of the By-Laws.
- 22.4 The duties and obligations imposed by these By-laws on an owner of a Lot shall be observed not only by the owner but also by the guests, servants, employees, agents, children, invitees and licensees of such owner.
- 22.5 Where the Body Corporate expends money to make good damage caused by a breach of the Act, or of these By-laws by any owner of a Lot or the guests, servants, employees, agents, children, invitees or licensees of the owner of any Lot or any of them, the Body Corporate Committee shall be entitled to recover the amount so expended as a debt in any action in any Court of competent jurisdiction from the owner of the Lot at the time when the breach occurred.
- 22.6 An owner or occupier shall require their invitees to be quiet at all times when passing over Common Property after 11.00pm



**23. WINDOW TREATMENTS SUCH AS CURTAINS/SIMILAR VENETIAN BLINDS AND SHUTTERS**

- 23.1 An owner or occupier of a Lot shall not hang curtains visible from outside the Lot unless those curtains have a white backing or unless such colour and design have been approved by the Committee. An owner or occupier of a Lot shall not install, renovate and/or replace a curtain backing or window treatment without having the colour and design of same approved by the Committee. In giving such approval, the Committee shall ensure so far as practicable that curtain backing and window treatment used in all units have colours that are sympathetic to the tones of the Building and present an aesthetic appearance when viewed from Common Property or any other Lot.

**24. AUCTION SALES**

- 24.1 An owner of a Lot shall not permit any auction sale to be conducted or to take place in his Lot or in the dwelling or upon the Scheme Land without the prior approval in writing of the Committee.

**25. CORRESPONDENCE AND REQUESTS TO THE SECRETARY OF THE BODY CORPORATE**

- 25.1 All complaints, applications or requests to the Body Corporate or its Committee shall be addressed in writing to the Secretary or the Body Corporate Manager of the Body Corporate.

**26. COPY OF BY-LAWS TO BE PRODUCED UPON REQUEST**

- 26.1 Where any Lot or Common Property is leased or rented, otherwise than to an owner of a Lot, the lessor or as the case may be, landlord shall cause to be produced to the Lessee or tenant for his inspection a copy of the By-Laws.

**27. RECOVERY OF COSTS**

- 27.1 An owner shall pay on demand the whole of the Body Corporate costs and expenses (including Solicitor and own client costs) which amount shall be deemed to be a liquidated debt due, in recovering all and any levies or moneys duly levied upon such owner by the Body Corporate pursuant to the Act.
- 27.2 The Body Corporate may charge and recover interest at an annual rate determined by the Body Corporate by ordinary resolution in general meeting on any unpaid levies or other monies payable by an owner to the Body Corporate.
- 27.3 Any expense incurred by the Body Corporate in remedying any breach of the Act or the By-Laws shall be deemed to be a debt due by the owner of the Lot whose occupier caused such expense to the Body Corporate.

**28. POWER OF BODY CORPORATE COMMITTEE**

- 28.1 The Committee may make rules relating to the Common Property not inconsistent with these By-laws and the same shall be observed by the owners of Lots unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Body Corporate.
- 28.2 The Committee may retain such agents and servants it deems appropriate in carrying out its duties.

**29. AIR CONDITIONING**

- 29.1 No air conditioning system may be installed within a Lot or on Common Property without the prior written approval of the Body Corporate. The Body Corporate may establish standards for the type, noise, disposal, vibration, method of installation, location of condensers, provision of air, water reticulation and the like associated with the installation of any air conditioning unit.
- 29.2 Screening for any externally mounted air conditioning or mechanical plant installations must be installed in accordance with the following requirements:
- (a) no un-screened installations are to be visible from the surrounding sites;
  - (b) any installations which are required to be located on roof, wall or garden areas are to be appropriately screened or shaped according to the acoustic requirements of the Brisbane City Council so as to integrate in a complementary manner with the overall design of the roof, wall or garden area in which the installation is to be located.

**30. SALE OF LOTS**

30.1 Despite any other By-Law the original owner, its agents and any person authorised by it may:-

- (a) use any Lot it owns as a display Lot and sales Lot;
  - (b) place any signs and other advertising and display material in and about the Lot and about the Common Property; and
  - (c) together with persons authorised by it, pass over the Common Property to gain access to and egress from any Lot.
- (c) 30.2 Despite any other By-Law any other owner of a Lot may not erect any sign indicating sale of a Lot within 12 months of registration of the Scheme.

**31. PAY TELEVISION / BROADBAND / PHONE / FAX / MODEM / RECEIVERS / ANTENNAE**

31.1 The Committee has the power to allow a person to install cabling and associated items to allow the provision of cable or satellite television/computer/phone/fax/modem services to the Scheme Land and to enter into agreements with the providers of such services as deemed acceptable by the Committee from time to time.

**32. RIGHT OF ENTRY**

- 32.1 An owner or occupier shall allow entry into their Lot by the Body Corporate and its authorised parties for all purposes (including inspection and works) associated with the Body Corporate, the Building and the By-Laws upon reasonable notice. In the absence of any other special circumstances, twenty-four hours written notice shall be deemed reasonable. Despite the foregoing, no notice shall be required in the case of emergency.
- 32.2 The Body Corporate shall ensure as little disruption is caused to the owner or occupier of a Lot when exercising any rights of entry.

**33. CARETAKER AND LETTING AGENTS' EQUIPMENT**

33.1 Any caretaker or letting agent appointed by the Body Corporate shall be entitled to install, maintain and replace any equipment on the Common Property reasonably required for the operation of any services allowed under any agreements with the Body Corporate including PABX, vending machines and cleaning equipment.

**34. BODY CORPORATE AGREEMENTS**

- 34.1 Subject to the Act the Body Corporate may enter into agreements with any other party on such terms as it may decide in its sole discretion including:-
- (a) An agreement for the caretaking of the Common Property and letting of the Lots from the Scheme Land;
  - (b) An agreement for the management of the Body Corporate including appointing a body corporate manager including carrying out tasks involving the duties of the secretary and treasurer;
  - (c) An agreement with the original owner concerning the further development of the Scheme Land and the recording of any new community management statement;
  - (d) An agreement with any party concerning the utility infrastructure and its supply and maintenance;
  - (e) An agreement with any energy supplier;
  - (f) An agreement with any cable television, satellite television, broadband, computer, fax, modem, PABX or phone service provider; and
  - (g) An agreement to grant any licence or special rights or occupation authority to any party concerning use and occupation of any part of the Common Property not previously granted exclusive use to any other Lot owner.

**35. FENCES AND RETAINING WALLS**

- 35.1 The Body Corporate must maintain the acoustic fencing along the southern boundary of the site (adjacent to visitors' car spaces).
- 35.2 All retaining walls along the northern boundary (Kennard Street frontage) and eastern boundary (Oxley Creek park frontage) including the landscape planting area, are to be included within any Common Property and are not to be included within any lot entitlement or exclusive use area.

**36. WASTE**

- 36.1 The Body Corporate is responsible for the maintenance of a waste storage area within the site.
- 36.2 The Body Corporate must indemnify the Council and its agents in respect of any damage caused to the pavement and other driving surfaces within the development by their waste collection or other service vehicles.

**37. EXCLUSIVE USE (attached plan)**

- 37.1 The occupier of each Lot set out in Schedule E is entitled to the exclusive use and enjoyment for the nominated purpose of that part of the Common Property allocated to the Lot in Schedule E and identified on the sketch marked "A" attached to schedule E.
- 37.2 The occupier of a Lot which has the benefit of an exclusive use area must keep that area clean, tidy and in good repair.
- 37.3 The Body Corporate, its authorised parties and any caretaker may enter upon such exclusive use areas to carry out any inspection or works concerning the Building or the utility infrastructure.

**SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED**

The location of service easements are shown in the attached services location diagram.

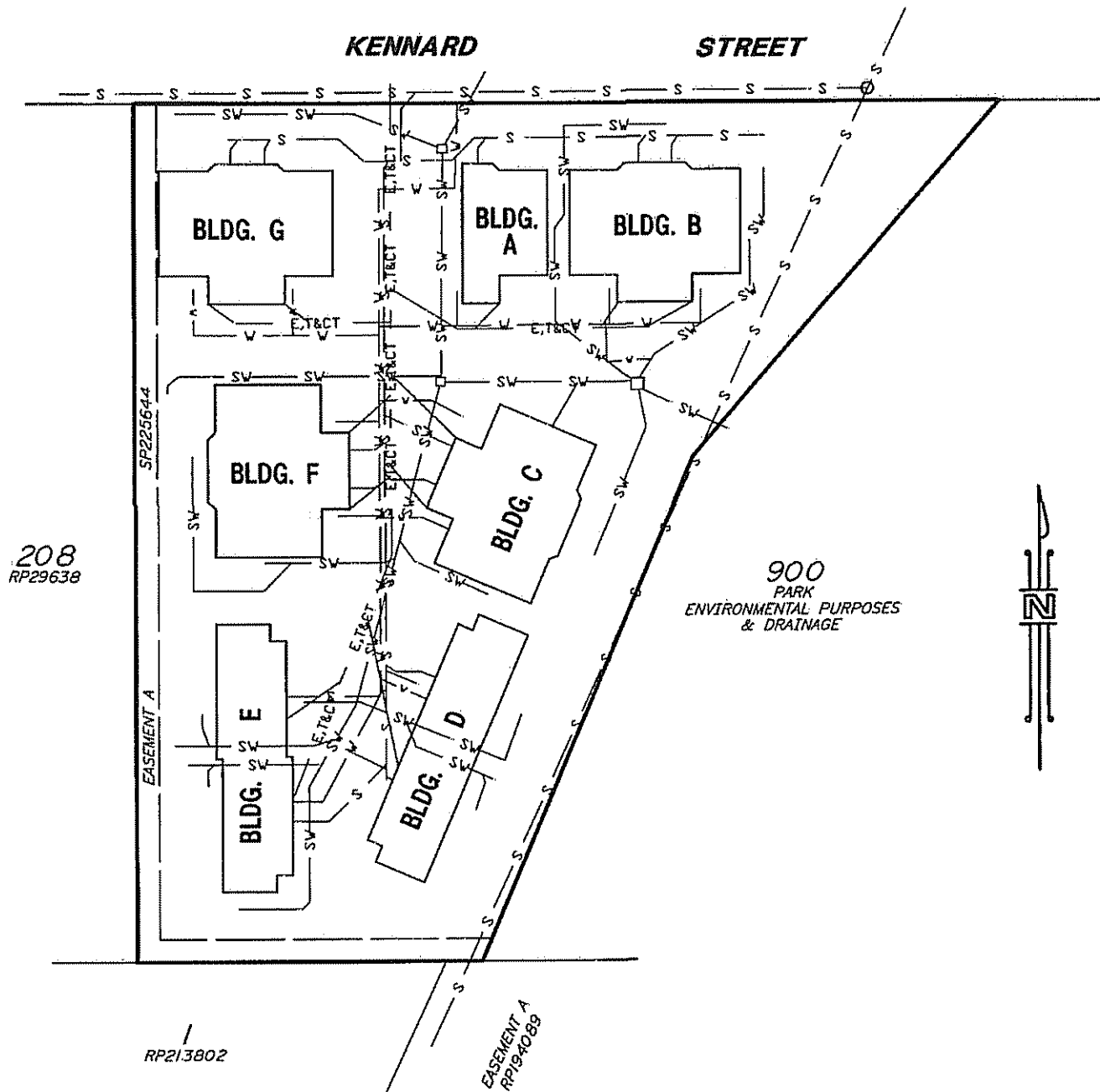
The Lots affected or proposed to be affected by statutory easements are shown in the following table:

Type of Statutory Easement	Lots Affected
Telecommunications	Lots 1 to 13 & Common Property on SP 225644
Electricity	Lots 1 to 13 & Common Property on SP 225644
Sewer	Lots 1 to 13 & Common Property on SP 225644
Water	Lots 1 to 13 & Common Property on SP 225644
Storm Water	Lots 1 to 13 & Common Property on SP 225644
Support and Shelter	Lots 1 to 13 & Common Property on SP 225644

**SCHEDULE E DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY**

Lot on Plan	Exclusive Use Area	Purpose
LOT 1 ON SP 225644	Area 1A on sketch marked "A"	Courtyard
LOT 2 ON SP 225644	Area 2A on sketch marked "A"	Courtyard
LOT 3 ON SP 225644	Area 3A on sketch marked "A"	Courtyard
LOT 4 ON SP 225644	Area 4A on sketch marked "A"	Courtyard
LOT 5 ON SP 225644	Area 5A on sketch marked "A"	Courtyard
LOT 6 ON SP 225644	Area 6A on sketch marked "A"	Courtyard
LOT 7 ON SP 225644	Area 7A on sketch marked "A"	Courtyard
LOT 8 ON SP 225644	Area 8A on sketch marked "A"	Courtyard
LOT 9 ON SP 225644	Area 9A on sketch marked "A"	Courtyard
LOT 10 ON SP 225644	Area 10A on sketch marked "A"	Courtyard
LOT 11 ON SP 225644	Area 11A on sketch marked "A"	Courtyard
LOT 12 ON SP 225644	Area 12A on sketch marked "A"	Courtyard
LOT 13 ON SP 225644	Area 13A on sketch marked "A"	Courtyard

## Services Locations Diagram



## LEGEND

— S — S — S — S —	SEWER LINE
— SW — SW — SW — SW —	STORMWATER LINE
— W — W — W — W —	WATER LINE
— T — T — T — T —	TELSTRA LINE
— E — E — E — E —	ELECTRICITY (Underground)
— E — E — E — E —	ELECTRICITY (Overhead)
— CT — CT — CT — CT —	CABLE TV
— E&T — E&T — E&T —	ELECTRICITY & TELSTRA
— E,T&CT — E,T&CT — E,T&CT —	ELECTRICITY, TELSTRA & CABLE TV
— GAS — GAS — GAS —	GAS LINE

Scale 1:500  
20-2-2009

