

# 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**

5/14 Coyne Street

SHERWOOD 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 \$ 290.00 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 \$ 1,160.00 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).*Note* - If the way rent is to be paid is another way agreed on by the lessor and tenant under section 83(4)(g), the lessor or the lessor's agent must comply with the obligations under section 84(2).
- (4) The rent must be paid at the place stated in this agreement for item 10.
- (5) However, if, after the signing of this agreement, the lessor gives a notice to the tenant stating a different place for payment and the place is reasonable, the rent must be paid at the place while the notice is in force.
- (6) If no place is stated in this agreement for item 10 and there is no notice stating a place, the rent must be paid at an appropriate place.

*Examples of an appropriate place -*

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

#### 9 Rent in advance - s 87

The lessor may require the tenant to pay rent in advance only if the payment is not more than -

- (a) for a periodic agreement - 2 weeks rent; or
- (b) for a fixed term agreement - 1 month rent.

*Note* - Under section 87(2), the lessor or the lessor's agent must not require a payment of rent under this agreement in a period for which rent has already been paid.

## 10 Rent increases - ss 91 and 93

- (1) If the lessor proposes to increase the rent, the lessor must give notice of the proposal to the tenant.
- (2) The notice must state the amount of the increased rent and the day from when it is payable.
- (3) The day stated must not be earlier than the later of the following -
  - (a) 2 months after the notice is given;
  - (b) 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.

*Note* - A water consumption charge does not include the amount of a water service charge that is a fixed charge for the water service.

- (2) However, the tenant does not have to pay an amount -
  - (a) that is more than the amount of the water consumption charges payable to the relevant water supplier; or
  - (b) that is a fixed charge for the water service to the premises.
- (3) Also, the tenant does not have to pay an amount for a reasonable quantity of water supplied to the premises for a period if, during the period, the premises are not water efficient for section 166.

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

- (4) In deciding what is a reasonable quantity of water for subclause (3), regard must be had to the matters mentioned in section 169(4)(a) to (e).
- (5) The tenant must pay the amount of the charge to the lessor within 1 month of the lessor giving the tenant copies of relevant documents about the incurring of the amount.
- (6) In this clause -

**water consumption charge** for premises, means the variable part of a water service charge assessed on the volume of water supplied to the premises.

*Note* - If there is a dispute about how much water (or any other service charge) the tenant should pay, the lessor or the tenant may attempt to resolve the dispute by conciliation. See the information statement for details.

## Division 6 Rights and obligations concerning the premises during tenancy

### Subdivision 1 Occupation and use of premises

#### 18 No legal impediments to occupation - s 181

The lessor must ensure there is no legal impediment to occupation of the premises by the tenant as a residence for the term of the tenancy if, when entering into this agreement, the lessor knew about the impediment or ought reasonably to have known about it.

*Examples of possible legal impediments -*

- if there is a mortgage over the premises, the lessor might need to obtain approval from the mortgagee before the tenancy can start
- a certificate might be required under the *Building Act 1975* before the premises can lawfully be occupied
- the zoning of the land might prevent use of a building on the land as a residence

#### 19 Vacant possession and quiet enjoyment - ss 182 and 183

- (1) The lessor must ensure the tenant has vacant possession of the premises (other than a part of the premises that the tenant does not have a right to occupy exclusively) on the day the tenant is entitled to occupy the premises under this agreement.

*Editor's note* - Parts of the premises where the tenant does not have a right to occupy exclusively may be identified in a special term.

- (2) The lessor must take reasonable steps to ensure the tenant has quiet enjoyment of the premises.
- (3) The lessor or the lessor's agent must not interfere with the reasonable peace, comfort or privacy of the tenant in using the premises.

#### 20 Lessor's right to enter the premises - ss 192-199

The lessor or the lessor's agent may enter the premises during the tenancy only if the obligations under sections 192 to 199 have been complied with.

*Note* - See the information statement for details.

#### 21 Tenant's use of premises - ss 10 and 184

- (1) The tenant may use the premises only as a place of residence or mainly as a place of residence or for another use allowed under a special term.
- (2) The tenant must not -
  - (a) use the premises for an illegal purpose; or
  - (b) cause a nuisance by the use of the premises; or

*Examples of things that may constitute a nuisance -*

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

#### 22 Units and townhouses - s 69

- (1) The lessor must give the tenant a copy of any body corporate by-laws 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.

1. 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.
2. 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.
3. 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.
4. Tenant/s agree to pay the cost of any tradesmans invoice if the tenant requested maintenance for repairs, a tradesman attends but finds nothing faulty or requiring repair.
- 5- Tenant/s agree to pick up debris / rubbish which blows in the yard / garden beds and place in the rubbish as required.

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.

**Mode Sherwood community title scheme**

**2. Nature Features and Characteristics of the Lots in the Scheme**

All of the lots are used for residential purposes, and are part of a building on a building format plan. The body corporate is only responsible for the repair and maintenance of common property within its scheme. This includes the common foyer, stairwell, external walls and windows of the building, roof, utility infrastructure and utility services. In allocating the contribution schedule lot entitlements, the following features or characteristics of lots in the scheme increase the burden the lots places on the body corporate expenditure for the maintenance, cleaning and repair of the common property on the following bases:

- I. The external common property that benefits the lot. The external surface area of the lot, which as part of the common property comprises, amongst other things: the exterior walls which require painting and maintenance, aluminum balustrade, window frames and fittings and glass, screens and louvers, roofing membrane and materials. The greater the exposure of the lot to the common property, the greater the common property to be maintained by the body corporate and consequently the greater the lot entitlement. Therefore units that need a greater perimeter of external wall have a greater lot entitlement and contribution.
- II. The internal common property that benefits the lot. The internal common property comprises, amongst other things, fire prevention and extinguishments equipment, common area carpets or tiling and electrical wiring. These all require maintenance and replacement. Therefore units that enjoy a greater amount of these, especially with regard to special authority or exclusive use to enjoy areas that benefit from this property, have a greater lot entitlement and contribution.

**3. The Purpose for which Lots are used**

Each of the lots in the scheme are used for residential purposes and consequently this factor does not contribute to any differences in the lot entitlements.

<b>SCHEDULE B</b>	<b>EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND</b>
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Section 66 (1) (g) and (h) of the Body Corporate and Community Management Act 1997 do not apply to this Scheme.

<b>SCHEDULE C</b>	<b>BY-LAWS</b>
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**1. Vehicles**

- 1.1. 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, except for the designated visitor parking which must remain available at all times for the sole use of visitors vehicles.
- 1.2. An approval under subsection (1) must state the period for which it is given, with the exception of designated visitor parking.
- 1.3. However, the Body Corporate may cancel the approval by giving 7 days written notice to the owner or occupier, with the exception of designated visitor parking.

**Mode Sherwood community title scheme**

**2. Roads and Other Common Property**

The roadways, pathways, drives and other Common Property and any easement giving access to the Scheme or lots contained within the Scheme (whether or not forming part of the Scheme) shall not be obstructed by any owner or occupier or used by them for any purpose other than the reasonable ingress and egress to and from their respective Lots or the parking areas provided. An owner or occupier of a Lot shall not drive or permit to be driven any motor vehicle in excess of two (2) tonnes weight onto or over the Common Property other than such vehicles necessary to complete the construction and/or occupation of any Lot, and any motor vehicles entitled by any statute and/or local authority ordinances.

**3. Carspace**

Unless approved in writing by the Committee, only motor cars and motor bikes are permitted to be parked in the Lot's allocated car space. These vehicles shall at all times be kept in a roadworthy condition. Owners shall not close in their carparking spaces into a private garage style carparking space.

**4. Car Washing**

The Committee from time to time may designate an area of Common Property (being a carparking space) that shall be used for car/vehicle washing purposes. The washing of cars/vehicles elsewhere on the Common Property is prohibited.

**5. Bicycle Racks**

Bicycles shall only be stored in the bicycle racks provided by the Body Corporate and shall be properly locked to prevent theft at all times.

**6. Obstruction**

An owner or occupier of a Lot shall not obstruct lawful use of Common Property by any person.

**7. Damage to Common Property**

An owner or occupier of a Lot shall not:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon Common Property; or
- (b) use for their own purposes as a garden any portion of the Common Property; or
- (c) mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property;

except with the consent in writing of the Body Corporate Committee.

**8. Depositing Rubbish etc on Common Property**

An owner or occupier of a Lot shall not deposit or throw upon the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of an owner or occupier of another Lot or of any person lawfully using the Common Property.

**9. Garbage Disposal**

9.1. The Body Corporate has the power to devise a rubbish removal system from time to time incorporating, amongst other things:

- (a) permitted means and times for disposal;
- (b) disposal routes;

**Mode Sherwood community title scheme**

- (c) permitted pick up areas (if any);
- (d) location of rubbish removal;
- (e) storage of rubbish;
- (f) containment of rubbish;
- (g) regularity of rubbish removal;
- (h) segregation of rubbish;
- (i) special rubbish requirements; and
- (j) arrangements to ensure compliance with the Building Management Statement that affects the Scheme Land.

9.2. The owner or occupier of a Lot must:

- (a) comply with all Local Government laws about disposal of garbage;
- (b) ensure that the owner or occupier does not, in disposing of garbage, adversely affect the health, hygiene, safety or comfort of the owner or occupiers of other Lots;
- (c) comply with the rubbish removal system put in place by the Body Corporate from time to time under sub-clause (1);
- (d) comply with any rubbish removal system devised by the Body Corporate.

9.3. The Body Corporate will advise each owner of its rubbish removal system. Each owner will display in its Lot at all times a copy of any such rubbish removal system.

**10. Appearance of Lot**

10.1. An owner or occupier of a Lot must not, without the written approval of the Committee make a change to the external appearance of the Lot.

10.2. An owner or occupier of a Lot must not, without the written approval of the Committee:

- (a) Hang washing, bedding or other clothes articles; or
- (b) Display a sign, advertisement, placard, banner, pamphlet or similar article; or
- (c) Use any part of the Lot, (including any exclusive use areas) for storage,

if it is visible from another Lot or Common Property or from outside the Scheme land.

10.3. An owner or occupier of a Lot which contains a winter garden, balcony, terrace or garden area shall be responsible for the maintenance of that area whether it be included as part of a title to a Lot or by way of exclusive use of Common Property. The owner or occupier shall ensure that any plants kept in such area are maintained in good health and condition, so as not to be offensive in appearance to other owners or occupiers or from outside of the Scheme and that the size and type of trees, shrubs, creepers, plants and other vegetation shall be in accordance with any rules made by the Committee and shall not extend beyond the boundaries of the Lot or the exclusive use area or obstruct the views from another Lot or interfere with the use and enjoyment by other owners or occupiers of their Lots. If the Committee considers that this by-law is not being complied with, then the Body Corporate may give the owner fourteen (14) days notice requiring rectification and if the owner fails to rectify may arrange for the proper rectification and



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maintenance of the relevant area or vegetation at the cost of the owner and the owner, on reasonable notice must allow access for the rectification and maintenance to be carried out.

- 10.4. An owner or occupier shall not hang curtains, install venetian blinds, apply window tinting visible from outside the Lot install shutters, insect screens or security screens or other screening device unless such hanging, installation or application has first been approved by the Committee. In giving such approvals, the Committee shall ensure that any such hanging, installation or application presents a uniform and visually pleasing appearance when viewed from Common Property, any other Lot or from outside of the Scheme Land.
- 10.5. An owner or occupier must not install any spa pool or anything similar on or in any winter garden, balcony or terrace of a Lot without first obtaining written approval from the Committee. The Committee must not approve any proposal to install a spa pool where the proposed spa pool will exceed the maximum acceptable floor loading weights for the relevant balcony or terrace (as the case may be) and will not detrimentally effect the structural soundness of that balcony or terrace (as the case may be).
- 10.6. An owner or occupier must not install any umbrellas or awnings on a Lot without first obtaining written approval from the Committee.
- 10.7. The operation of this By-law is subject to the operation of all other By-laws.
- 10.8. All balconies and terraces shown on the approved drawings and documents, are to remain unenclosed with no shutters, glazing, louvres or similar permanent structures other than those clearly depicted on the approved drawings.

**11. Inflammable Liquids Gases or Other Materials**

An owner or occupier of a Lot shall not bring to, do or keep anything in their Lot which shall increase the rate of fire insurance on any property in the Scheme or which may conflict with the laws and/or regulations relating to fires or any insurance policy upon any property in the Scheme or the regulations or ordinances of any public authority for the time being in force.

**12. Keeping of Animals**

An owner or occupier of a Lot may keep one (1) cat or dog if the dog or cat are less than 10kg in weight and 30cm in height only with the prior written approval of the Body Corporate which will not be unreasonably refused. An owner or occupier shall not keep any other animal upon their lot or the Common Property without the prior written approval of the Body Corporate which may be granted with or without conditions or refused or withdrawn at the discretion of the Committee. If conditions are imposed, the owner or occupier must comply with those conditions.

**13. Auction Sales**

Except the original owner, an owner or occupier of a Lot shall not permit any auction sale to be conducted or to take place in their Lot within the Scheme without the prior approval in writing of the Committee.

**14. Right of Entry**

An owner, upon receiving reasonable notice from the Body Corporate, shall allow the Body Corporate or any contractors, sub-contractors, workmen or other person authorised by it, the right of access to their Lot for the purpose of carrying out works or effecting repairs on mains, pipes, wires or connections of any water, sewerage, drainage, gas, electricity, telephone or other system or service, whether to their Lot or to an adjoining Lot.

**15. Noise**

- 15.1. An owner or occupier of a Lot, their guests, servants or agents shall not make or permit any noise likely to interfere in any way with the peaceful enjoyment of other owners or occupiers of Lots or of any person lawfully using the Common Property. In particular, no owner or occupier of a Lot shall hold or permit to be held any social gathering in their Lot which would cause any noise which unlawfully interferes with the peace and quietness of any other owner or occupier of a Lot, at any time of day or night and in particular shall comply in all respects with the Noise Abatement Act 1979 and the Environmental Protection (Noise) Policy 1997, as amended.

**Mode Sherwood community title scheme**

- 15.2. In the event of any unavoidable noise in a Lot at any time, the owner or occupier thereof shall take all practical means to minimise annoyance to other owners or occupiers of Lots by using sound proofing insulation equipment, closing all doors, windows and curtains of their Lot and also take such further steps as may be within their power for the same purpose.
- 15.3. Guests leaving after 11.00 pm shall be requested by their hosts to leave quietly. Quietness also shall be observed when an owner or occupier of a Lot returns to their dwelling late at night or in early morning hours.
- 15.4. An owner or occupier of a Lot shall not operate or permit to be operated within the Scheme 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.
- 15.5. An owner or occupier of a Lot shall not play any musical instrument, use any radio, television set, computer, electrical or mechanical device in such a manner that will cause any noise likely to interfere in any way with the peaceful enjoyment of other owners or occupiers of Lots or any person lawfully using the Common Property.

**16. Use of Lots**

- 16.1. Subject to subclause 2, an owner or occupier of a Lot shall not use that Lot or permit their lot to be used:
- (a) otherwise than as a residence, save and except that the original owner may use or cause to be used any Lot for the purpose of a display unit;
  - (b) for any purpose that may cause a nuisance or hazard or in any manner likely to interfere with the peaceful enjoyment of owners or occupiers of other Lots or any person lawfully using the Common Property;
  - (c) for any illegal or immoral purpose or purposes that will interfere with the good reputation of the Scheme;
  - (d) for storage purposes other than the storage of domestic household items normally held in residential community title accommodation; or
  - (e) for any other purpose that may endanger the safety or good reputation of persons residing within the Scheme.
- 16.2. The Committee may authorise an occupier to conduct a business from within a lot so long as:-
- (a) the use is lawful; and
  - (b) the use would not, in the reasonable opinion of the Committee interfere with the amenity of other occupiers of the Scheme.
- 16.3. Any authority under subclause 2, may be issued subject to conditions which may be varied at the direction of the Committee and may be revoked if such conditions are not complied with.

**17. Infectious Diseases**

In the event of any infectious disease which may require notification by virtue of any Statute, Regulation or Ordinance happening in any Lot, the owner or occupier of such Lot shall give written notice thereof and any other information which may be required relative thereto to the Committee and shall pay to the Body Corporate the expenses incurred by the Committee of disinfecting the Lot and any part of the Common Property required to be disinfected and replacing any articles or things the destruction of which may be rendered necessary by such disease.

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**18. Alteration to Lots and Common Property**

- 18.1. An owner or occupier of a Lot shall not construct or permit the construction or erection of any (including in any carpark space) pergola, screen, awning or other structure of any kind within or upon a Lot or on Common Property without the approval in writing of the Committee.
- 18.2. Any alteration made to Common Property or any fixture or fitting attached to Common Property by any owner or occupier of a Lot, whether made or attached with or without the approval of the Committee, shall, unless otherwise provided by resolution of a general meeting or of a meeting of the Committee, be repaired and maintained by the owner for the time being of the Lot of which the aforesaid owner or occupier was such owner or occupier.
- 18.3. There shall be no external structural alterations or extensions or external repainting to a Lot without the approval in writing of the Committee. An owner shall submit to the Body Corporate's architect all plans and specifications for any such structural alteration or extension.
- 18.4. Any approval given by the Committee or the Body Corporate to carry out construction, erection or installation of any kind (in particular the installation of shutters) shall be conditional upon the owner or occupier first obtaining all necessary approvals of the Local Government to the construction, erection or installation.

**19. Courtyards (if any)**

- 19.1. An owner or occupier of a Lot which contains a courtyard whether it be included as part of a Lot or by way of exclusive use of Common Property must ensure that:-
- (a) (without limiting By-law 10) all plants kept in the courtyard area are compatible and in conformity with the landscaping and plants kept on the Common Property in the vicinity of their courtyard and must have drip tap trays and dishes under them;
  - (b) all umbrellas, patio covers and other types of awning are first approved in writing by the Body Corporate;
  - (c) all large pots, plants, statues and other features proposed to be placed or installed in the courtyard area are first approved in writing by the Body Corporate which will not be granted unless the Body Corporate is satisfied that such pots, plants, statues or features (as the case may be) will not exceed the maximum acceptable floor loading weights for the courtyard area and will not detrimentally effect the structural soundness of the courtyard area or the visual integrity of the Scheme.
- 19.2. If, an owner or occupier of a Lot fails to comply with subclause (1), the Body Corporate may at the cost of the owner or occupier, payable on demand enter the Lot or exclusive use area (as the case may be) and carry out whatever work the Body Corporate considers necessary to ensure that subclause (1) is complied with.

**20. Maintenance of Lots**

- 20.1. Each owner shall be responsible for the maintenance of their Lot and each owner or occupier shall ensure that their 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. Further, all Lots are to be so maintained as to prevent the excessive growth of grass and other vegetation making Lots unsightly, increasing fire risks or contributing to the spread of noxious weeds to other Lots.
- 20.2. Each owner must ensure that waterproofing of all balconies and terraces which form part of that owners Lot do not leak resulting in water escaping into other Lots or onto Common Property.

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- 20.3. Windows shall be kept clean and promptly replaced by the owner or occupier of their Lot at their expense with fresh glass of the same kind and weight as at present if broken or cracked. This By-law does not prohibit an owner from making a claim on the Body Corporate insurance.

**21. Security for Lots**

- 21.1. With the written permission of the Committee, an owner or a person authorised by them may install:

- (a) any locking or other safety device for protection of their Lot against intruders; or
- (b) any screen or other device to prevent entry of animals or insects upon their Lot,

provided that the locking or other safety device or, as the case may be, screen or other device is constructed in a workmanlike manner, is maintained in a state of good and serviceable repair by the owner and does not detract from the amenity of the building. All doors and windows to the premises shall be securely fastened on all occasions when the premises are left unoccupied. During conditions of extreme high winds, all internal doors and windows must be kept closed. The Committee reserves the right to enter and fasten same if left insecurely fastened or opened.

- 21.2. An owner shall not disclose to any person other than the owners family resident in the Scheme or any other person residing in the Scheme with the authority of the owner, any security code (if any) advised from time to time to the owner by the Body Corporate for the security gate or door (if any) erected at the entrance to the Scheme.

**22. Taps**

An owner or occupier of a Lot shall not waste water and shall see that all water taps in their Lot are promptly turned off after use. Should the Lot be unoccupied for a period of more than a month, then the stopcock on the hot water system (if any) must be turned off.

**23. Aerials and Receivers**

No outside wireless, television, aerial, sky dish, receiver, satellite receiver or other erection, construction, aerial, receiver or thing of like nature may be erected by any owner or occupier without the previous consent in writing of the Committee.

**24. Water Closets and Conveniences**

The water closets and conveniences and other water apparatus including waste pipes and drains shall not be used for any purposes other than those for which they were constructed and no sweepings or rubbish or other unsuitable substance shall be deposited therein. Any damage or blockage resulting to such water closets, conveniences, water apparatus, waste pipes and drains from misuse or negligence shall be borne by the owner whether the same is caused by their own actions or those of their tenants, servants, agents, licensees or invitees.

**25. Behaviour of Invitees**

- 25.1. An owner or occupier of a Lot shall take all reasonable steps to ensure that their invitees do not behave in a manner likely to interfere with the peaceful enjoyment of an owner or occupier of another Lot or of any person lawfully using Common Property.

- 25.2. 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 occupier or their invitees.

- 25.3. An owner of a Lot which is the subject of a lease, licence or tenancy agreement shall take all reasonable steps, including any action available to them under any such lease licence or tenancy agreement, to ensure that any lessee, licensee, tenant or other occupier of the Lot or their invitees comply with the provisions of the By-Laws.

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- 25.4. The duties and obligations imposed by these By-Laws on an owner or occupier of a Lot shall be observed not only by the owner or occupier but also by the guests, servants, employees, agents, children, invitees and licensees of such owner or occupier.
- 25.5. 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 or occupier of a Lot or the guests, servants, employees, agents, children, invitees or licensees of the owner or occupier of a Lot or any of them, the 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 a time when the breach occurred.

**26. Notice of Defect**

An owner or occupier of a Lot shall give the Committee and/or the caretaker prompt notice of any accident to or defect in the water pipes, gas pipes, electric installations or fixtures which comes to their knowledge and the Committee shall have authority by its agents or servants in the circumstances having regard to the urgency involved to examine or make such repairs or renovations as it may deem necessary for the safety and preservation of the Scheme and improvements contained within it as often as may be necessary.

**27. Insurance**

- 27.1. In addition to insurance effected pursuant to the Body Corporate and Community Management Act 1997, the Body Corporate shall insure and keep insured all buildings in the Scheme and any improvements thereon under a damage policy to the reinstatement or replacement value thereof.
- 27.2. The Body Corporate shall effect and keep current in respect of all improvements within the Scheme, property damage insurance in the joint names of those persons recorded from time to time on the roll as owners of the Lots in the Scheme in an amount nominated by the Body Corporate in general meeting from time to time. Such insurance shall be taken out with a reputable insurance company and shall cover the rebuilding and/or repair of the buildings due to damage and destruction by fire, storm, tempest, explosion or any other occurrence usually provided for in such insurance cover.
- 27.3. Those parties lawfully using the gym may be accompanied by a personal trainer providing that the trainer has first given to the Service Contractor the trainer's full contact particulars and evidence that the trainer holds all insurances as considered necessary by the Committee.
- 27.4. All insurance premiums payable by the Body Corporate under this By-Law shall be paid from funds contributed to the administrative fund.
- 27.5. An owner shall be responsible for the insurance of owners fixtures as defined in the Body Corporate and Community Management Act 1997 including all electrical equipment, carpets, drapes and improvements within their Lot.

**28. Display Unit**

While the original owner remains an owner or occupier it and its officers, servants and/or agents shall be entitled to use any Lot of which it remains an owner or occupier as a display dwelling and shall be entitled to allow prospective purchasers or any other person with the authority of the original owner to inspect any such dwelling and for such purposes shall be entitled to use such signs, advertising or display material in or about the dwelling and the Scheme as it thinks fit, such signs shall be attractive and tasteful having regard to the general appearance of the Scheme and shall not at any time and from time to time be more in terms of number and size than is reasonably necessary. The original owner shall also be entitled to carry out promotional and marketing functions from the Common Property-providing that reasonable steps are taken to minimise the disturbance to owners and occupiers of Lots in the Scheme.

**29. Fire Alarms**

An owner or occupier shall not do anything or allow any of their invitees to do anything to cause any fire alarms situated on the Scheme Land to sound except in the event of a fire. Any owner or occupier who breaches this By-law must pay to the Body Corporate on demand, the cost charged by the fire brigade in responding to the alarm and the cost of repairing that alarm (if any).



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**30. Instructions to Contractors etc**

The owners or occupiers of Lots shall not directly instruct any contractors or workmen employed by the Body Corporate unless so authorised.

**31. Security Equipment**

The Body Corporate may, in the name of the Body Corporate enter into leases from time to time of security equipment.

**32. Correspondence**

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

**33. Requests to the Secretary**

An owner or occupier of a Lot shall direct all requests for consideration of any particular matter to be referred to the Committee of the Body Corporate or to the Secretary and not to the Chairman or any member of the Committee.

**34. Notices**

An owner or occupier of a Lot, their servants, agents, licensees and invitees shall observe the terms of any notice displayed in the Common Property by authority of the Committee of the Body Corporate or of any statutory authority.

**35. Copy of By-Laws to be Produced Upon Request**

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 upon the request of the lessee or tenant produce or cause to be produced to the lessee or tenant for their inspection a copy of the By-Laws for the time being in force in respect of the Scheme.

**36. Power of Committee**

The Committee may make rules relating to the Common Property and in particular in relation to the swimming pool and barbecue area or other facilities, not inconsistent with these By-Laws and the same shall be observed by the owners or occupiers of Lots unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Body Corporate.

**37. Recovery of Costs**

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. 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 or occupier or the tenant, guest, servants, employees, agents, children, invitees or licensees of the owner or occupier or any of them the Committee shall be entitled to recover the amount so expended as a debt in an action in any Court of competent jurisdiction from the owner of the Lot at the time when the breach occurred.

**38. Outstanding Levies**

**38.1. Interest**

If a contribution levied under the Body Corporate and Community Management Act 1997 is unpaid thirty (30) days after it falls due for payment, then the amount of the unpaid contribution will bear interest at an annual rate to be determined by the Body Corporate Committee from time to time. If no such resolution has been made, then at a rate of 2% per month or any part thereof.

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**38.2. Joint Liability**

If, at the time a person becomes the owner of a Lot, another person is liable in respect of the Lot to pay interest on a contribution, the owner is jointly and severally liable with the other person for the payment of the interest.

**38.3. Character of Interest**

The amount of any interest is recoverable by the Body Corporate as a liquidated debt.

<b>SCHEDULE D ANY OTHER DETAILS</b>
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Lots affected by statutory easements are as follows:-

Statutory Easement	Mode Sherwood CTS
Support	Lots 1 - 10 and common property on SP 180397
Utility Services and Utility Infrastructure	Lots 1 - 10 and common property on SP 180397
Shelter	Lots 1 - 10 and common property on SP 180397

<b>SCHEDULE E ALLOCATION OF EXCLUSIVE USE AREAS</b>
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Nil