

# 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**

58/24 Dunmore Terrace

AUCHENFLOWER QLD

Postcode **4066**

**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 \$ 600.00 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 \$ 2,400.00 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.

*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.
- (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).

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

- (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.Tenant/s agree that if there has been a WELS3 water audit performed at the property, than the tenants agree to pay for all water consumed at the property during their tenancy. If there has not been a WELS3 water audit performed, then the tenant/s agree to only pay for the Excess water used over 50 Kilo Litres per Qtr as invoiced by Urban Utilities during their tenancy.
- 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.

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.

THE BODY CORPORATE FOR "CORONATION TOWERS" C.T.S NO 10948  
24 DUNMORE TERRACE, AUCHENFLOWER 4066

## *BY-LAWS*

**1. Noticeboard**

The Body Corporate must cause a noticeboard to be affixed in a prominent position on the common property.

**2. Noise**

2.1 The owner or occupier of a lot must not create or permit noise likely to interfere with the peaceful enjoyment of a person lawfully on another lot or on the common property.

2.2 In the event of unavoidable noise in a lot, the occupier must take all practicable steps to minimise annoyance to other occupiers.

**3. Vehicles**

3.1 The Body Corporate may designate an area of the common property for car parking for the use of owners, occupiers, visitors and tradespersons and prescribe a time limit a vehicle is permitted to remain thereon. Where any vehicle breaches the time limit specified and there is a sign clearly indicting the time limit and that any unauthorised vehicle will be towed away at the owner's expenses, then the Body Corporate may cause the vehicle to be removed. In this regard, the Body Corporate may appoint an agent to remove the offending vehicle from the common property. The owner of the offending vehicle will be responsible for all costs associated with its removal.

3.2 Owners and occupiers must comply with, and must ensure that their invitees comply with, directions given by an authorised representative of the Body Corporate regarding use of visitor car parking and car wash spaces.

3.3 The occupier of a lot must not, without the Body Corporate's written approval:

(a) park a vehicle, or allow a vehicle to stand unattended; or

(b) permit an invitee to park a vehicle, or allow a vehicle to stand unattended, on the common property other than as permitted under sub-section 3.1 or 3.2.

3.4 The Body Corporate may cancel an approval under sub-section 3.3 by giving seven (7) days' notice in writing to the occupier.

3.5 No vehicle, motorbike or bicycle is to be parked on the driveway ramps in the basement car parking area.

3.6 No vehicle is to be driven on a driveway ramp in the basement car parking area at a speed exceeding 10 kilometres per hour.

3.7 As there is a weight limit of 2 tonnes on the podium over the garages and limited visitors car parking, tradespersons must park in the area designated and must not park in the main car park without prior approval of the Resident Unit Manager.

#### **4. Obstructions**

- 4.1 The owner or occupier of a lot must not obstruct the lawful use of the common property and must ensure that visitors do not obstruct the common property including: fire exits, stairs and passages; foyers; delivery areas; and lifts.
- 4.2 The owner or occupier of a lot must not obstruct pathways or the driveway or use pathways or the driveway for any purpose other than reasonable ingress and egress.
- 4.3 The owner or occupier of a lot must not erect or permit to be erected on common property signs advertising the lot for sale, except in an area designated for this purpose by the Body Corporate.
- 4.4 Rollerskates, rollerblades, skateboards and similar conveyances must not be used on any part of the common property at any time.
- 4.5 Bicycles must not be ridden on any part of the common property at any time except for legitimate transportation purposes between Dunmore Terrace and the garage area.
- 4.6 The owner or the occupier of a lot must ensure that no persons residing in or visiting the lot play or loiter in the fire exits, fire stairs or fire passages.

#### **5. Lawns/Gardens**

- 5.1 The occupier of a lot must not:
  - (a) damage the lawn, garden, tree, shrub, plant or flower on the common property; or
  - (b) use for his or her own purposes a part of the common property as a garden, except with the Body Corporate's written approval.
- 5.2 The Body Corporate may cancel an approval under sub-section 5.1 (b) by giving seven (7) days written notice to the occupier.
- 5.3
  - (a) Plants in gardens within lots must not interfere with the view of the Brisbane River from the window of any lot or restrict light entering lots, and trees must not be planted closer than one (1) metre to any load bearing structure on common property. Upon giving seven (7) days' notice in writing, the Body Corporate may enter upon a lot to prune or remove any plant which, in the opinion of a landscaping consultant engaged by the Body Corporate, is unsuitable or causes a breach of this by-law. The lot owner will be responsible for all costs associated with pruning or removal.
  - (b) Plants in gardens within Lots 11 and 12 must be of a type which will not interfere with the membrane protecting the garage area. Trees are not permitted to be planted within these lots. Upon giving seven (7) days' notice in writing, the Body Corporate may enter upon a lot to prune or remove any plant which in the opinion of a landscaping consultant engaged by the Body Corporate is unsuitable or causes a breach of this by-law. The lot owner will be responsible for all costs associated with pruning or removal.
  - (c) If a plant growing within a lot causes damage to the common property the owner of the lot shall be responsible for the cost of rectification of the damage, which cost shall be liquidated debt which may be recovered by the Body Corporate in a court of competent jurisdiction by an action commenced by the authority of a resolution of the Committee.



- 5.4 The Committee may prune or remove any tree or bush on the common property which interferes with the view from or light into any lot.

**6. Damage to Common Property**

- 6.1 An 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 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 of a lot must keep a device installed under subsection 6.2 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 owner's/occupier's invitees and licensees do not behave in a way likely to interfere with the peaceful enjoyment of another lot or the common property.
- 7.2 Occupiers of lots must request guests leaving after 11:00 pm to leave quietly.
- 7.3 An owner or occupier of a lot must ensure that the invitees and licensees of the owner or occupier:
- (a) comply with the by-laws of the Body Corporate;
  - (b) do not increase the risk of burglary or any other security risk and, in particular, do not enter any part of the common property except as necessary to achieve the purpose for which the invitee or licensee is present in the building.

**8. Leaving of rubbish etc on the Common Property**

- 8.1 The owner or occupier of a lot must not leave rubbish or other materials on the common property except in rubbish collection bins and areas designated by the Body Corporate.
- 8.2 Owners and occupiers must store household items to be disposed of, including furniture, electrical appliances, empty boxes, containers and similar items, tidily and, so far as possible, out of sight of other lots or common property.
- 8.3 The occupier of a lot must not allow any substance whatsoever except natural rainwater to fall from the lot, including water and/or dust from the cleaning of balconies, watering of pot plants and cleaning of household effects such as floor mats.
- 8.4 Any damage occasioned or costs incurred as a result of a breach of this by-law shall be the liability of the owner of the lot at the time of the incident.

**9. Appearance of/alteration of lot**

- 9.1 The occupier of a lot must not, without the Body Corporate's written approval, make a change to the external appearance of the lot unless the change is minor or does not detract from the amenity of the lot and its surrounds.

- 9.2 The owner or occupier of a lot must not, without the Body Corporate's written approval:
- (a) display a sign, advertisement, banner or similar article if the article is visible from another lot or the common property or from outside the scheme land;
  - (b) erect any communication aerials or clotheslines;
  - (c) install external shutters unless those shutters have a colour and design approved by the Body Corporate. In giving such approval, the Body Corporate shall set conditions to ensure, as far as practicable, that shutters used in all lots present uniform appearance when viewed from outside buildings;
  - (d) hang internal blinds, shutters or curtains visible from outside the lot unless those internal blinds, shutters or curtain backing have a colour and design approved by the Body Corporate. In giving such approval, the Body Corporate shall ensure so far as practicable that blinds and curtain backing used in all lots present uniform appearance when viewed from outside buildings;
  - (e) make any structural alteration to a lot (including any alterations to utility infrastructure);
  - (f) replace fitted carpets with tiles, marble, wood or any other hard flooring material. As a condition of approval, the Body Corporate may require the owner or occupier to install acoustic insulation or some other material designed to control sound transference.
- 9.3 An owner must not permit any person to, and an occupier must not, drape any articles over balcony railings or hang washing, bedding, or a cloth article if the article is visible from another lot or the common property, or from outside the scheme land.
- 9.4 Any works involving the improvement or renovation of a lot by an owner must comply with the following:
- (a) All relevant permits (if any) are to be obtained by the owner from all relevant authorities in compliance with applicable regulations and by-laws;
  - (b) The by-laws are to be adhered to during the course of any works;
  - (c) Any damage sustained to common property or the Body Corporate assets during the course of any works are to be rectified by the owner to the reasonable satisfaction of the Body Corporate;
  - (d) No load bearing wall or column, party wall or other support structure is to be removed or interfaced with, without the prior written consent of the Body Corporate;
  - (e) The Body Corporate is entitled to conduct inspections of the works at all reasonable times and, on request, be given and retain copies of such plans and specifications as it might consider necessary to enable it to grant approval to the works. The owner must comply with all such requests.
  - (f) As a condition of approval, the Committee may require submission of specifications and plans and may require the person seeking approval to pay costs of any consultants retained by the Body Corporate, and to execute a deed of indemnity prepared by the solicitor for the Body Corporate at the cost of the owner or occupier.

- 9.5 The owner needs to liaise with the Resident Unit Manager regarding tradespersons and materials entering and leaving the building to carry out repairs, improvements or renovations.

**10. Maintenance of lots**

- 10.1 Owners and occupiers must keep the internal surface of all exterior windows and glass doors clean at all times.
- 10.2 Owners and occupiers must take all practicable steps to prevent infestation of a lot by vermin or insects.
- 10.3 An occupier must notify the Body Corporate promptly of any accident to or defect in utility infrastructure in a lot (as defined in Section 20 of the Body Corporate and Community Management Act 1997). Service Infrastructure must be used only for the purpose for which it was constructed.

**11. Storage of flammable substances**

- 11.1 The owner or occupier of a lot must not, without the Body Corporate's written approval, store or use a flammable substance on the lot or on the common property.
- 11.2 However, this section does not apply to:
- (a) the storage of fuel in the fuel tank of a vehicle, boat, or internal combustion engine; or 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; and
  - (b) gas cylinders for BBQs.
- 11.3 An owner or occupier of a lot shall not bring onto or keep anything on a lot which shall increase the rate of fire insurance on the building or which may conflict with laws relating to fires or constitute a breach of any Body Corporate insurance company.

**12. Garbage disposal**

- 12.1 Unless the Body Corporate provides some other way of garbage disposal, the occupier of a lot must deposit garbage in the collection bins or areas designated by the Body Corporate for that purpose.
- 12.2 The occupier of a lot must keep a receptacle for garbage on the lot in a clean and dry condition and adequately covered at all times.
- 12.3 The 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.

**13. Keeping of animals**

- 13.1 The occupier of a lot must not, without first obtaining 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 common property.

- 13.2 The Body Corporate may from time to time set conditions for the keeping of animals not inconsistent with the by-laws and the Body Corporate and Community Management Act 1997 Schedule 4.
- 13.3 An approval given under this by-law may be revoked at any time. Should the Body Corporate receive three (3) or more substantial complaints with respect to the behaviour of the animal, then the Body Corporate shall be entitled to rescind the approval hereby given and the owner or occupier within seven (7) days thereafter shall have the animal removed from the scheme.

#### **14. Use of amenities/common property**

- 14.1 No child under the age of 12 shall be allowed to play on the common property or to use the tennis court, barbeque areas, swimming pool, spa or sauna except under the supervision of an adult.
- 14.2 The Body Corporate may make rules relating to the common property, and in particular in relation to tennis courts, barbeque areas, swimming pool areas, spa and sauna, lifts and other amenities, provided those rules are not inconsistent with the by-laws. The rules must be observed by occupiers of lots and their invitees unless the rules are revoked by resolution of a general meeting of the Body Corporate.
- 14.3 (a) An occupier or owner must not allow a guest or invitee to use the tennis court unless accompanied by the owner or occupier.
- (b) Persons using the tennis court must wear appropriate soled shoes.
- (c) Persons using the tennis court must make bookings, if required to do so by the Body Corporate, and comply with any directions given by an authorised representative of the Body Corporate.
- (d) Persons using the tennis court must use an appropriate tennis racquet only.
- (e) No beverages, alcoholic or otherwise, or food of any kind are to be taken onto or consumed on the tennis court.
- 14.4 The tennis court and associated facilities including the shed adjacent to the tennis court ("the tennis court area") shall be used in one hour sessions and only during the following hours:
- |                    |                        |
|--------------------|------------------------|
| Monday to Saturday | 7:00 am to sunset; and |
| Sunday             | 8:00 am to sunset.     |
- 14.5 Alcohol and other beverages may be consumed in the barbeque area between the hours of 8:00 am and 10:00 pm, provided that the persons in the barbeque area conduct themselves in a manner which does not cause annoyance to persons lawfully in lots or on the common property.
- 14.6 Smoking is not permitted in any part of the common property.
- 14.7 Except as expressly provided in these by-laws, no alcohol may be consumed on the common property at any time, including in the foyers, lobbies or lifts.
- 14.8 (a) The swimming pool and its surrounds including the spa, sauna and shower rooms ("the pool area") must not be used between the hours of 8:30 pm and 7:00 am. The pool area may be closed at any time at the discretion of the Resident Unit Manager to enable maintenance and repairs to be carried out.
- (b) An occupier or owner must not allow a guest or invitees to use the pool area unless accompanied by an owner or occupier.



- (c) The indoor heated swimming pool shall be maintained at a year round temperature determined from time to time by the Body Corporate.
- (d) No glass, beverage, alcoholic or otherwise, or food of any kind is to be taken to or consumed in the pool area without the approval of the Resident Unit Manager or an authorised representative of the Body Corporate. Prior to leaving the pool area, users must clean any mess they make and remove their garbage from the pool area.
- (e) Naked bathing is not permitted in the pool area.
- (f) No detergents, shampoos, soaps, suntan lotion or crème or other similar substances are to be taken into the swimming pool, spa or sauna, or applied before use of the swimming pool, spa or sauna.
- (g) The female shower, toilet and change room is to be used by females only.
- (h) The male shower, toilet and change room is to be used by males only.
- (i) The pool area is not to be used in a manner which interferes with the peaceful enjoyment of other persons using the pool area.
- (j) Prior to leaving the pool area, users must be dry and wearing appropriate footwear.
- (k) No persons except the Resident Unit Manager or personnel authorised by the Committee are to enter the pool area plant room, or any areas where pumps, filters, plumbing devices and heating equipment or chemicals are located.
- (l) An occupier and the occupier's invitees shall exercise caution at all times and shall not run or splash or behave in any manner that is likely to interfere with the use and enjoyment of the pool by other persons.
- (m) Doors and gates to the pool area must be kept closed.

## **15. Use of lot**

- 15.1 An occupier must not use a lot, or allow a lot to be used, for any purpose which is illegal or injurious to the reputation of the parcel, or may interfere with the good management of the parcel.
- 15.2 Lots must be used for residential purpose only except as provided in by-law 19.
- 15.3 The number of adult persons residing in a lot must not exceed statutory limits, or in the case of a two bedroom unit, three adults and in the case of a three bedroom unit, four adults.

## **16. Nuisance**

The occupier of a lot must not use, or permit the use of, the lot or common property in a way that:

- (a) Causes a nuisance or hazard;
- (b) Interferes unreasonably with the use or enjoyment of another lot included in the scheme; or
- (c) Interferes unreasonably with the use or enjoyment of the common property by a person who is lawfully on the common property.

**17. Protection of lots and common property and moving furniture**

17.1 Occupiers must secure doors and windows when the lot is unoccupied. The leaving open of a door or window shall be deemed to be an emergency for the purposes of Body Corporate and Community Management Act 1997 Section 163 and the Body Corporate may enter the lot to close the door or window.

17.2 An occupier must not move furniture, a piano or a safe across the common property without first giving at least 24 hours' notice to the Resident Unit Manager. The occupier must comply with any reasonable directions given by the Resident Unit Manager regarding the moving of the furniture, piano or safe.

Moving may only be carried out under the oversight of the Resident Unit Manager and between the hours of 9:00 am and 4:00 pm on Monday-Saturday, unless consent in writing is obtained from the Committee, which consent may be withheld in the sole discretion of the Committee, and must only be given in exceptional circumstances.

All removals must be via level 2 entrances/exits through the main garage door. The ground floor foyers must not be used at any time for delivery or removal of furniture of any kind.

17.3 A single piece of furniture, other than a piano or safe, may be moved into or out of any lot at any time without notice, provided no inconvenience or nuisance is caused to an occupier of another lot, and provided that the removal is carried out during the times and areas specified in sub-section 17.2.

17.4 An occupier must leave the foyers and lifts in a clean and tidy state. Any costs incurred by the Body Corporate to repair damage caused by removal of furniture or to clean up after deliveries or removals shall be a liability of the occupier or owner of the lot and may be recovered as a liquidated debt by the Body Corporate in any court of competent jurisdiction in an action commenced by authority of the Committee.

**18. Communication and regulation**

18.1 Owners and occupiers of lots must not directly instruct any contractors or employees engaged by the Body Corporate unless so authorised. All requests for consideration of any matter by the Body Corporate must be directed to the Secretary or the Resident Unit Manager and not to the Chairman or other members of the Committee. Such requests must be set out in writing if requested and placed in the Body Corporate Letter Box which is provided for this purpose.

18.2 Occupiers of the lots must observe the terms of any notice displayed on the noticeboard or in the lift by authority of the Body Corporate or any statutory authority.

18.3 A copy of these by-laws (or a summary approved by the Body Corporate) must be exhibited in a prominent place in any lot available for letting.

18.4 It is the responsibility of an occupier of a lot to ensure that the occupier's invitees and licensees comply with these by-laws.

18.5 Tradespersons may only work on the common property or within a lot between the hours of 7:00 am and 6:00 pm Monday-Friday inclusive and 8:00 am to 2:00 pm Saturday. Tradespersons working on the common property must do so under the oversight of and comply with any reasonable directions given by the Resident Unit Manager.

- 18.6 Owners, occupiers and letting agents must give reasonable notice to the Resident Unit Manager prior to permitting any tradespersons to cross the common property for the purpose of carrying out repairs, improvements or renovations to a lot. The tradespersons must comply with any reasonable directions given by the Resident Unit Manager.
- 18.7 Under Workplace Health and Safety legislation, all tradespersons entering to carry out repairs, improvements or renovations within the scheme must be registered and insured as required by WPH&S. Proof of registration and insurance must be produced and shown if requested by the Resident Unit Manager. If proof cannot be produced, permission to carry out work will be declined.

## **19. Manager's lot**

The Body Corporate may determine from time to time that a lot ("the specified lot") may be used for residential purposes and for management of the scheme land on behalf of the Body Corporate.

## **20. Telecommunications**

The Body Corporate may install or permit to be installed cabling and equipment to allow the provision of cable television, satellite and other telecommunication services to the scheme land and may enter into agreements with the providers of telecommunication services for the purpose of providing such services to the Body Corporate and to occupiers of lots.

## **21. Costs**

21.1 Where the Body Corporate expends money:

- (a) to recover unpaid contributions or other amounts; or
- (b) to make good damage caused by a breach of the Act or of these by-laws by any occupier or an invitee of an occupier, the amount so expended shall be deemed to be liquidated debt recoverable from the owner of the lot at the time of commencement of proceedings to recover the amount, which proceedings may be commenced in any court of competent jurisdiction by authority of a resolution of the Committee.

21.2 Subject to Body Corporate and Community Management (Standard Module) Regulation 2008 Section 145 (5), payment of any money owing by an owner to the Body Corporate shall be applied first to payment of the debt which was incurred first.

## **22. Garages**

22.1 An owner or occupier of a lot must not, without the Body Corporate's written approval, install an electronic opening device on a garage door.

22.2 The Body Corporate need not consent to a request under this by-law unless the owner agrees to undertake the installation of the electrically operated door at the owner's expense.

22.3 The owner of a lot must keep an electronic opening device installed under this by-law in good order and repair.

- 22.4 The owner or occupier of a lot must not use the automatic opening device by remote control unless the person using the device is able to see that the area in the vicinity of the door is clear and that no damage will be caused by the opening door.
- 22.5 Garage doors must be opened only for the purpose of ingress and egress and shall be kept closed at other times.
- 22.6 The replacement of light tubes in the garages is the responsibility of the garage owner.

**23. Auction sales**

Auction sales may not be conducted on any part of the common property of Coronation Towers Body Corporate, with the exception of common property allocated as exclusive use to an individual lot.

**24. Exclusive use**

- 24.1 Allocations of exclusive use of common property are described in Schedule E.
- 24.2 The owners of lots to whom exclusive use of courtyard areas is allocated shall use such area for the purpose of a courtyard and associated uses only and shall be responsible at the owners cost to, and shall at all times, keep the same in a neat and tidy condition and the grass (if any) there on cut and edges trimmed and plants properly tended and watered. The owner shall not be responsible for the performance of the duty of the Body Corporate under the Body Corporate and Community Management (Standard Module) Regulation 2008 Section 159.
- 24.3 The owners of lots to whom exclusive use of storage areas is allocated shall use such areas for the purpose of a storage room and associated use only and shall be responsible at the owner's costs to, and shall at all times, keep the same in a neat and tidy condition but otherwise such owner shall not be responsible for the performance of the duty of the Body Corporate under the Body Corporate and Community Management (Standard Module) Regulation 2008 Section 159.

**25. Installation of air-conditioners**

An occupier of a lot must not install an air-conditioning system without the Body Corporate's written approval. Any approval of the Body Corporate will always be on the following conditions:

- (a) No approval will be given for a window-mounted system.
- (b) Detailed plans, specifications and drawings from a recommended manufacturer and installer must be submitted before any approval is given or any work commenced.
- (c) The occupier must maintain the air-conditioning system in good order and repair. If not, the air-conditioning unit must be removed.
- (d) The air-conditioning system must be a split system with Inverter control, either single or multi, with a maximum of two compressors per two bedroom lot and three compressors per three bedroom lot.
- (e) If the approval is given for a two or three bedroom lot (excluding the penthouses and the courtyard lots), then the outdoor components (including the compressors) must be placed on either the sunhood or the balcony.



- (f) If the approval is given for a penthouse lot, the outdoor components (including the compressors must be placed on either:
  - i. The sunhood;
  - ii. The balcony; or
  - iii. On the rooftop gardens, but only if all fixtures, fittings, conduits, electrical wiring and water disposal are located within the lot.
- (g) If approval is given for a courtyard lot, then the compressors must be placed within the courtyards.
- (h) The following specifications in relation to compressors must be met:
  - i. All compressors on sunhoods must be installed in a position approved by the Committee.
  - ii. All compressors in courtyards or balconies must be installed in a position approved by the Committee.
  - iii. All compressors must be of a similar colour, shape and size.
  - iv. All compressors must be dynabolted to the sunhood, or bolted by using galvanised/stainless steel bolts set in an epoxy grout in a pre-drilled hole (chemset or similar).
  - v. Water from compressors on sunhoods or balconies is to be drained to the 90mm downpipes installed by the Body Corporate.
  - vi. Any drainage conduits are to be a minimum of 25mm in diameter and must run in the corner where the sunhood meets the building.
  - vii. If the compressors are fitted with safety/drip trays, they must be stainless steel construction.
  - viii. All compressors must only have one vertical conduit on the exterior wall of the building, which must be in line with all others in a similar position, and as approved by the Committee, and
  - ix. Where a horizontal conduit is required on the sunhood, then it must be located as close as possible to the vertical face of the building.

Existing air-conditioning systems installed with the approval of the Body Corporate and/or the Committee at the time the by-law was passed by the Body Corporate may remain, however any replacement system must comply with this by-law.

## **26. Use of barbeques**

Any barbecue kept within a lot by an occupier must:

- (1) Be kept on the balcony and be covered by a proper barbecue cover;
- (2) Be used in a manner that causes minimum nuisance to other occupiers;

- (3) Be gas or electric only; and
- (4) Have a fire extinguisher available in the lot as the complex is not protected with fire sprinklers.

## **27. Recovery of costs for false fire alarms**

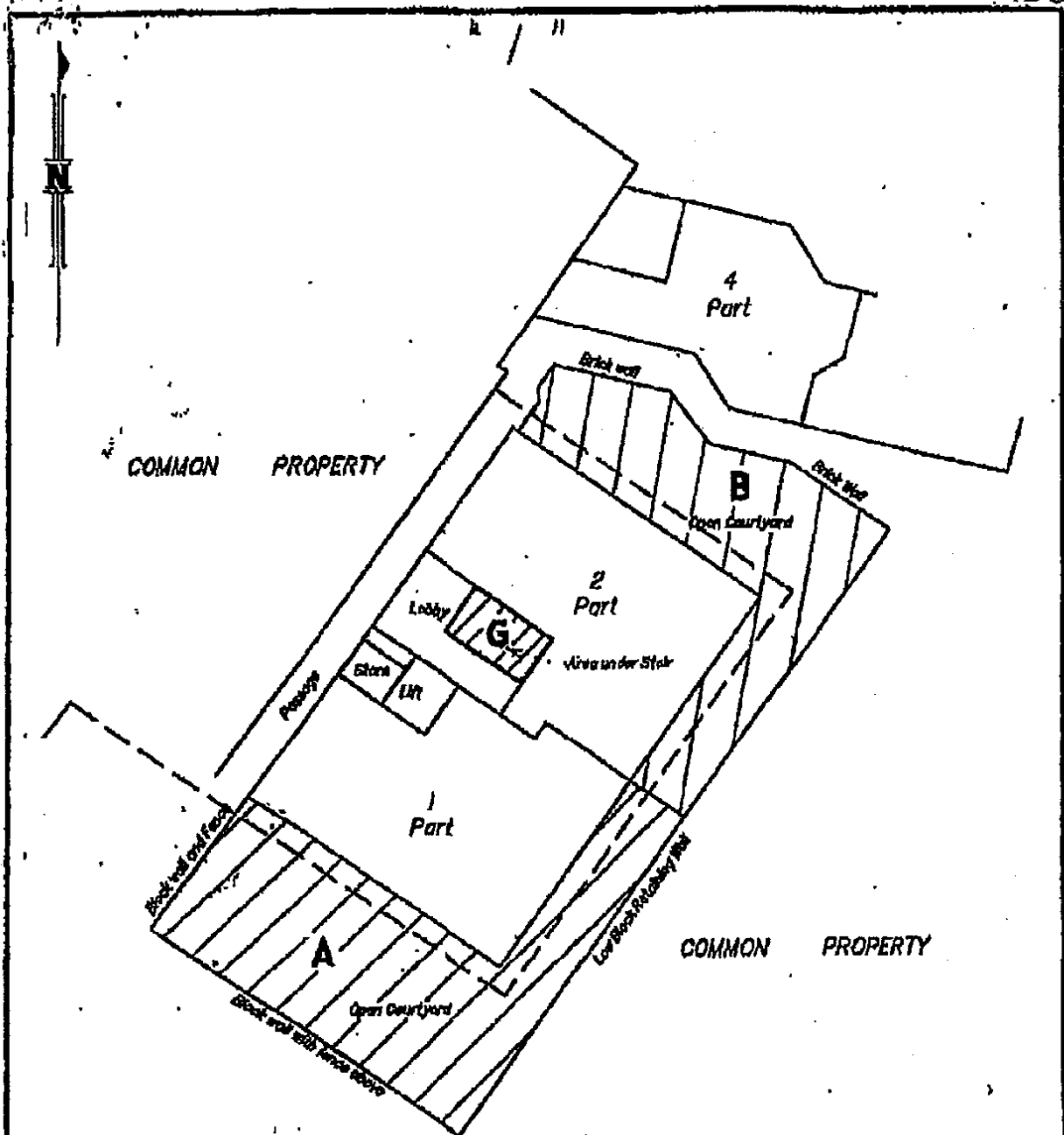
An owner who is responsible (or whose tenant is responsible) for the Body Corporate incurring a cost for a fire brigade call-out that turns out to be a false alarm shall reimburse the Body Corporate for the cost and the sum may be recovered from the owner as a debt in a court of competent jurisdiction, which proceedings may be commenced by authority of a resolution of the Committee.

## **28. Insurance**

- (a) The owner and/or occupier of a lot must not do, or omit to do, anything within the lot or common property which may increase the insurance premium payable in connection with a lot or the common property or which may allow the insurer to refuse a claim under an insurance policy or charge an additional premium or an additional excess.
- (b) The Body Corporate will insure to the value of its condition when new the common property and the Body Corporate assets to cover damage and costs incidental to the reinstatement and replacement, including the costs of debris removal and the fees of relevant professional advisors.
- (c) If a lot has improvements made to it or a use in it such as the premium for reinstatement insurance is likely to increase, the owner of the lot must give the Body Corporate details and the value of such improvement or use as soon as practicable. If the Body Corporate's Insurers deem it necessary, they may ask the relevant lot owner to pay an additional premium for such improvements. The lot owner is liable to pay or reimburse the Body Corporate for the cost of any additional premium.
- (d) An owner shall be responsible for the insurance of the owner's contents, including electrical equipment, drapes and furniture.

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

<b>Lot</b>	<b>Exclusive Area</b>
Lot 1 on BUP 4236	Area A on Sketch "1"
Lot 2 on BUP 4236	Area B on Sketch "1"
Lot 3 on BUP 4236	Area C on Sketch "2"
Lot 4 on BUP 4236	Area D on Sketch "2"
Lot 5 on BUP 4236	Area E on Sketch "2"
Lot 6 on BUP 4236	Area F on Sketch "2"
Lot 11 on BUP 4236	Area H on Sketch "3"
Lot 12 on BUP 4236	Area J on Sketch "4"
Lot 74 on BUP 4236	Area G on Sketch "1"
Lot 76 on BUP 4236	Area K on Sketch "5"



I, Terry Charles PROMO, Licensed Surveyor, certify that the details shown on this sketch plan are correct.

*[Signature]*  
 Licensed Surveyor

Date: 26/2/1998

**COTTRELL CAMERON & STEEN**



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### **SKETCH PLAN OF**

Exclusive use areas on Level D  
 in Coronation Towers Building Units  
 Plan No 4236

Parish of ENOGGERA  
 County of Stanley.

CMS Name: Coronation Towers

No marks were placed at  
 any corners unless noted.

Scale:

1: 250

Date:

25/2/1998

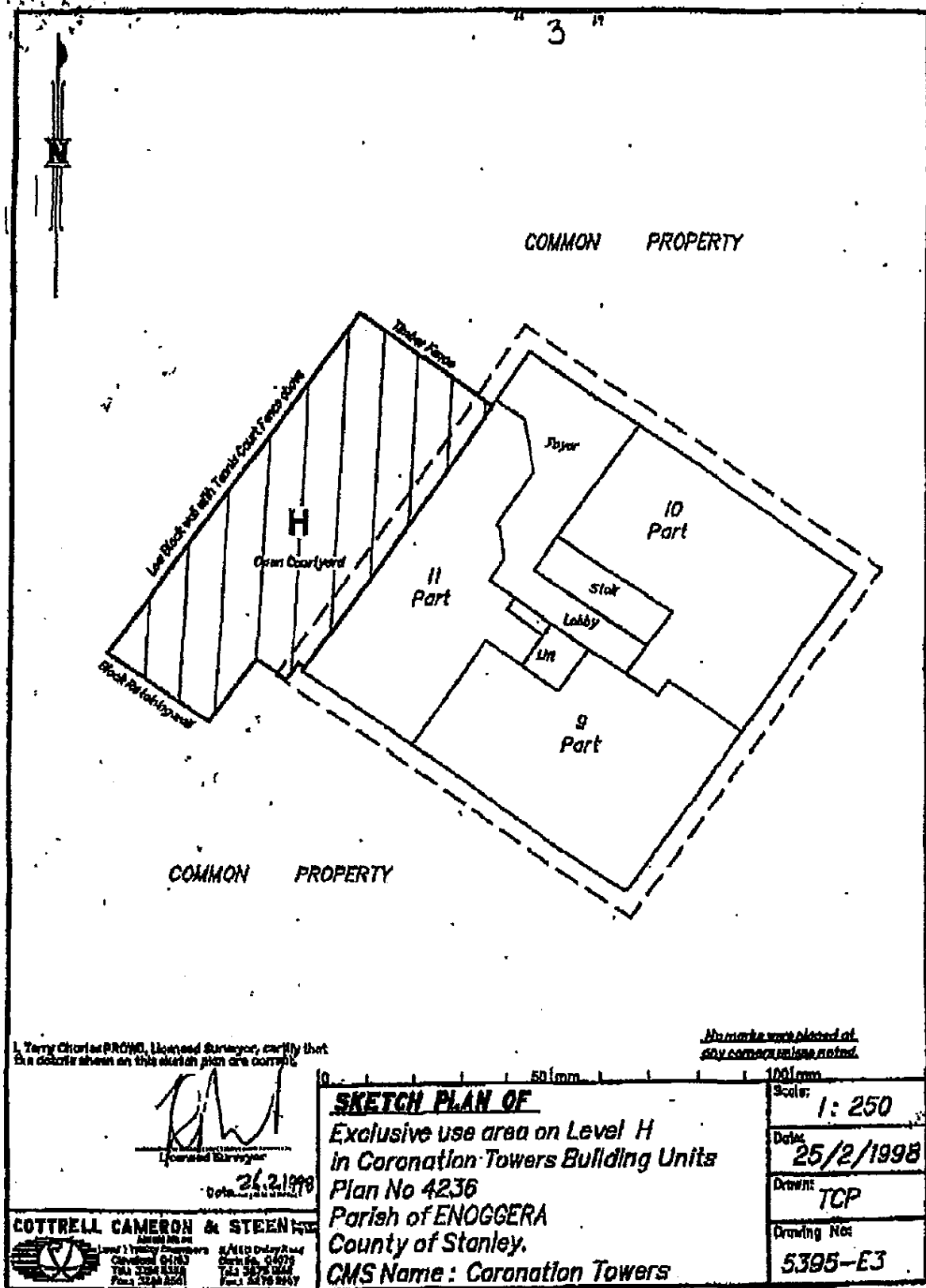
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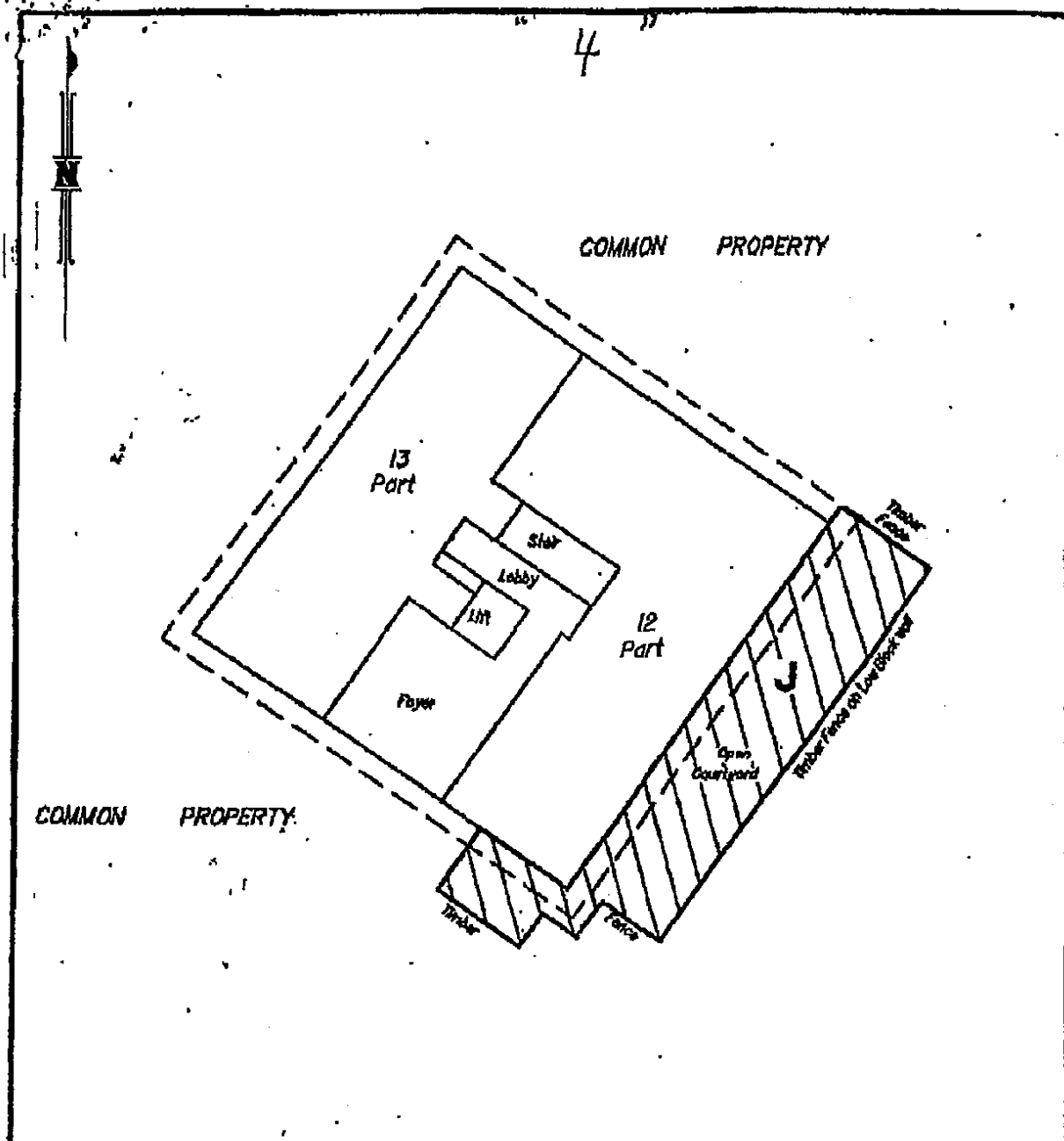
TCP

Drawing No:

5395-EI







I, Terry Charles FROST, Licensed Surveyor, certify that the data shown on this sketch plan are correct.

No marks were placed on  
any documents when seized

**Licensed Buyer**

**26.2.1978**

**COTTRELL CAMERON & STEEN**  
  
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### SKETCH PLAN OF

**Exclusive use area on Level H  
in Coronation Towers Building Units  
Plan No 4236**

**Parish of ENOGGERA**  
**County of Stanley.**

**CMS Name:** Coronation Towers

**1001**

1: 250

**Index**

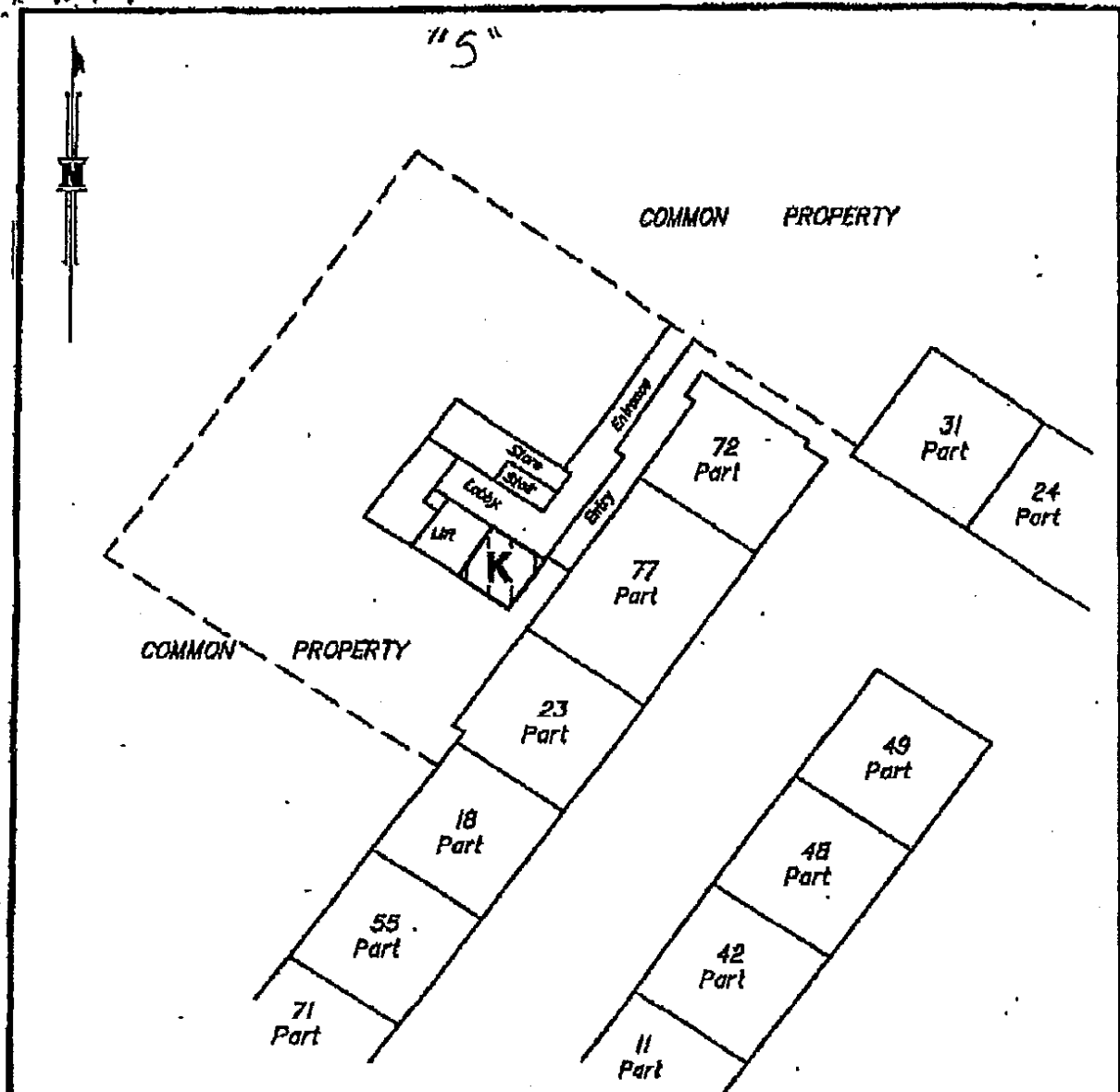
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**Crown!**

**TCP**

**Drawing Not**

5395-E4



I, Terry Charles PROUD, Licensed Surveyor, certify that the details shown on this sketch plan are correct.

*[Signature]*  
Terry Charles Proud  
Licensed Surveyor

Date: 26.7.1998

**COTTRELL CAMERON & STEEN**



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### SKETCH PLAN OF

Exclusive use area on Level C  
in Coronation Towers Building Units

Plan No 4236

Parish of ENOGGERA

County of Stanley.

CMS Name : Coronation Towers

No marks were placed at  
any corners unless noted.

0 50mm 100mm

Scale: 1:250

Date: 25/2/1998

Drawn: TCP

Drawing No: 5395-E5