

# 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**

303/37 Connor Street

Kangaroo Point Qld

Postcode **4169**

**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 \$ 425.00 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 \$ 1,700 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.
- Note* - There is a maximum bond that may be required. See section 146 and the information statement.
- (2) The lessor or the lessor's agent must, within 10 days of receiving the bond or a part of the bond, pay it to the authority and give the authority a notice, in the approved form, about the bond.
- (3) The bond is intended to be available to financially protect the lessor if the tenant breaches this agreement.

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

## Part 3 Special terms

Insert any special terms here and/or attach a separate list if required. See clause 2(3) to 2(5)

Refer to attached special terms approved by the Real Estate Institute of Queensland.

1. Tenant/s agree that if there has been a WELS3 water audit performed at the property, then 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. 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.
5. 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.
6. Smoking is not permitted inside units or on the balconies
7. Manuals supplied are to remain in the unit at the end of the lease or there will be a \$25 charge

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 Subletting via online home sharing platforms

The use of online home sharing platforms, such as AirBnB, which grant exclusive possession of the property, or any part thereof, to guests, shall be deemed to be subletting of the property and require compliance with clause 34.

### 47 Care of the premises by the tenant

- (1) During the tenancy, the tenant must-
  - (a) not do anything that might block any plumbing or drains on the premises;
  - (b) keep all rubbish in the bin provided by the local authority in an area designated by the lessor or as the local authority may require;
  - (c) put the bin out for collection on the appropriate day for collection and return the bin to its designated place after the rubbish has been collected;
  - (d) maintain the lawns and gardens at the premises having regard to their condition at the commencement of the tenancy, including mowing the lawns, weeding the gardens and watering the lawns and gardens (subject to council water restrictions);
  - (e) keep the premises free from pests and vermin;
  - (f) keep the walls, floors, doors and ceilings of the premises free of nails, screws or adhesive substances, unless otherwise agreed to by the lessor in accordance with clause 27;
  - (g) 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 conditions of the premises include-
  - (a) if the carpets were cleaned to a certain standard at the start of the tenancy, the tenant must ensure the carpets are cleaned to the same standard, fair wear and tear excepted, at the end of the tenancy;
  - (b) if the property was free of pests at the start of the tenancy, the tenant must ensure the property meets the same standard at the end of the tenancy;
  - (c) repairing the tenant's intentional or negligent damage to the premises or inclusions;
  - (d) returning the swimming pool, filter and spa equipment (if any) to a clean condition with correct chemical levels having regard to their condition at the start of the tenancy;
  - (e) removing rubbish;
  - (f) replacing inclusions damaged during the tenancy having regard to their condition at the start of the tenancy, fair wear and tear excepted;
  - (g) mowing lawns, weeding gardens having regard to their condition at the start of the tenancy;
  - (h) 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.

### 48 Photographs of the property during an inspection

- (1) The tenant consents to photographs being taken of the property during an inspection arranged by the lessor or the lessor's agent in accordance with section 192(1)(a), for the purposes of documenting the condition of the property at the time of the inspection.
- (2) For the sake of clarity, if any photographs taken during an inspection of the property show something belonging to the tenant, the lessor or lessor's agent must obtain the tenant's written consent in order to use the photographs in an advertisement for the property in accordance with section 203.

### 49 Locks and keys 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.

## Special Terms *continued...*

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

### 50 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).

### 51 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.

### 52 Tenant's insurance

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

### 53 Smoke alarm obligations

The tenant must-

- (1) Test each smoke alarm in the premises-
  - (a) at least once every 12 months; or
  - (b) if a fixed term tenancy is of less than 12 months duration, but is held over under a periodic tenancy of 12 months or more, at least once in the 12 month period;
    - (i) For an alarm that can be tested by pressing a button or other device to indicate whether the alarm is capable of detecting smoke - by pressing the button or other device;
    - (ii) Otherwise, by testing the alarm in the way stated in the Information Statement (RTA Form 17a) provided to the tenant/s at the commencement of the tenancy.
- (2) Replace each battery that is spent, or that the tenant/s is aware of is almost spent, in accordance with the Information Statement provided to the tenant/s at the commencement of the tenancy;
- (3) Advise the lessor as soon as practicable if the tenant/s become/s aware that a smoke alarm in the premises has failed or is about to fail (other than because the battery is spent or almost spent); and  
 Note: In interpreting the word "spent" when referring to a battery, the term is used to include reference to a battery which is flat, non-functioning or lacking in charge that it does not properly operate the smoke alarm.
- (4) Clean each smoke alarm in the premises in the way stated in the Information Statement provided to the tenant/s at the commencement of the tenancy:
  - (a) at least once every 12 months; or
  - (b) if a fixed term tenancy is of less than 12 months duration, but is held over under a periodic tenancy of 12 months or more, at least once in the 12 month period;
 In the event that the tenant/s engages a contractor/tradesperson (as listed in Item 18) to meet the tenant/s obligations listed under this 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.

### 54 Portable pool obligations

- (1) The tenant must-
  - (a) Obtain the lessor's consent for a portable pool at the premises of a depth of 300mm or greater;
  - (b) Where consent is to be provided by the lessor to the tenant for the use of a portable pool at the premises of a depth of 300mm or greater, provide the lessor and/or the agent with details of the type and description of the proposed portable pool.
- (2) Where consent is provided by the lessor to the tenant for the use of a portable pool at the premises of a depth of 300mm or greater, the tenant agrees to:
  - (a) Maintain and repair the portable pool at the tenant's own expense;
  - (b) In accordance with the *Building Act 1975* obtain, maintain and renew a Pool Safety Certificate for a regulated pool, which includes a requirement for a compliant pool fence and, provide a copy of the Pool Safety Certificate to the lessor and/or agent;
  - (c) Where a compliant pool fence is required for a regulated pool, obtain the lessor's consent regarding a proposed fence in accordance with clause 27 of the standard terms;
  - (d) In circumstances where consent is provided to the tenant by the lessor in accordance with clause 27 of the standard terms, construct and maintain the fence as required by the *Building Act 1975*, at the tenant's own expense.
- (3) In accordance with clause 54(1) and 54(2), where consent is provided by the lessor to the tenant for a portable pool of a depth of 300mm or greater and/or as prescribed by the *Building Act 1975*, the tenant hereby agrees to indemnify and hold harmless the lessor and agent for any loss, claim, suit or demand, brought, caused or contributed to, directly or indirectly, by the portable pool.

<b>SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS</b>		
<b>Lot on Plan</b>	<b>Contribution</b>	<b>Interest</b>
Lot 101 on SP 264029	10	10
Lot 102 on SP 264029	10	10
Lot 103 on SP 264029	10	10
Lot 104 on SP 264029	10	10
Lot 105 on SP 264029	10	10
Lot 106 on SP 264029	10	11
Lot 201 on SP 264029	10	11
Lot 202 on SP 264029	10	11
Lot 203 on SP 264029	10	10
Lot 204 on SP 264029	10	10
Lot 205 on SP 264029	10	10
Lot 206 on SP 264029	10	11
Lot 301 on SP 264029	10	11
Lot 302 on SP 264029	10	11
Lot 303 on SP 264029	10	10
Lot 304 on SP 264029	10	10
Lot 401 on SP 264029	10	11
Lot 402 on SP 264029	10	12
Lot 403 on SP 264029	10	10
Lot 404 on SP 264029	10	11
Lot 501 on SP 264029	10	11
Lot 502 on SP 264029	10	12
Lot 503 on SP 264029	10	11
<b>Total</b>	<b>230</b>	<b>244</b>

The contribution schedule principle under section 46(7) of the Body Corporate and Community Management Act 1997 ("BCCM Act") on which the contribution schedule lot entitlements have been decided is the equality principle and accordingly the contribution schedule lot entitlements are equal. The market value principle is used to decide the interest schedule lot entitlements and accordingly the interest schedule lot entitlements reflect the respective market values of the lots.

<b>SCHEDULE B</b>	<b>EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND</b>
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Not applicable.

<b>SCHEDULE C</b>	<b>BY-LAWS</b>
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**By-law 1 – Definitions and Interpretations****Definitions**

In these By-laws:

- 1.1 "Act" means Body Corporate and Community Management Act 1997 or legislation which replaces it;
- 1.2 "Body Corporate" means the body corporate for the Scheme;
- 1.3 "Body Corporate Asset" means a body corporate asset for the Scheme;
- 1.4 "Building" means the buildings, or parts of buildings, on or comprising the Scheme land;
- 1.5 "Building Identification Items" means any art feature or existing feature of the exterior face of the Building and any device identifying the Building;
- 1.6 "Common Property" means the common property for the Scheme;
- 1.7 "Committee" means the Committee of the Body Corporate Scheme elected in accordance with the Act.
- 1.8 "Costs" means any costs, charges, expenses, outgoings, payments or other expenditure of any nature and, where appropriate, includes reasonable fees and disbursements payable to contractors, consultants, accountants and lawyers;
- 1.9 "Development Approval" means the development approval obtained in respect of development of the Building and includes any subsequent development permit issued in accordance with the terms of that approval or varying or replacing it for carrying out building work;
- 1.10 "Facilities" means facilities or amenities available for Owners (or occupiers) including facilities or amenities located in parts of the Building other than those parts of the Building comprising Scheme land;
- 1.11 "Improvements" means: any addition or alteration to the Common Property, or, any Body Corporate Asset; or, the installation of any fixtures, equipment, appliances or other apparatus on the Common Property or any Body Corporate Asset;
- 1.12 "Invitees" means each of the Owner's agents, visitors, tenants, licensees or others (with or without invitation) who may be on a Lot or the Scheme land;
- 1.13 "Local Government" means the local government for the area in which the Scheme land is located;
- 1.14 "Lot" means a lot in the Scheme;
- 1.15 "Owner" means the registered owner of a Lot and includes the Owner's Invitees;
- 1.16 "Occupier" means an occupier of a Lot as defined in the Act, and includes the Owner;
- 1.17 "Requirement" means any requirement or authorisation of any statutory body, local authority, governmental or other authority necessary or desirable under applicable law or regulation and includes the provisions of any statute, ordinance, by law under the Act and the Development Approval;
- 1.18 "Residential Facilities Agreements" means agreements under which the Body Corporate acquires rights to use Facilities located in the Building other than on parts of the Building comprised in Scheme land;
- 1.19 "Scheme" means the registered Community Titles Scheme which is the subject of these By-Laws;
- 1.20 "Service Infrastructure" means any infrastructure for the provision of Services to the Scheme land;
- 1.21 "Services" means all gas, electricity, telephone, water (including hot water), sewerage, drainage, fire prevention, ventilation, air conditioning, hydraulic elevator, refuse disposal system, security systems, communications systems and all other services or systems provided in the Scheme or available for a Lot;
- 1.22 "SPA" means the Sustainable Planning Act 2009; and



- 1.23 "Works" means works for development (as that term is defined in SPA) and includes works required in connection with any reconstruction, restoration and refurbishment of any part of the Building including any Owner's Lot.

#### Interpretations

- 1.24 Reference to:
- (a) the singular includes the plural and the plural includes the singular;
  - (b) a person means a person bound by these By-Laws and includes a body corporate, an unincorporated association or an authority; and
  - (c) a statute, regulation or provision of a statute or regulation ("Statutory Provision") includes:
    - (i) that Statutory Provision as amended or re-enacted from time to time; and
    - (ii) a statute, regulation or provision enacted in replacement of that Statutory Provision.
- 1.25 "Including" and similar expressions are not words of limitation.
- 1.26 Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- 1.27 Headings are for convenience only and do not form part of these By-Laws or affect interpretation.
- 1.28 Unless the context requires otherwise, words that have a defined meaning in the Act have the same meaning in these By-Laws.

#### By-law 2 - Use of Common Property – General

An Owner or Occupier must;

- 2.1 use the Common Property or any Body Corporate Asset for the purpose for which it was designed or intended;
- 2.2 comply with all directions and rules of the Body Corporate relating to conduct on the Common Property or use of any Body Corporate Asset; and
- 2.3 observe all relevant Requirements in connection with the Common Property or Body Corporate Assets.

#### By-law 3 - Obstruction of Lawful Use of Common Property

An Owner or Occupier of a Lot must not obstruct lawful use by another person of Common Property, or any Body Corporate asset or facility.

#### By-law 4 - Interference with, or damage to Lawns, Gardens or Other Body Corporate Common Property or Asset

- 4.1 An Owner or Occupier of a Lot must not in any way damage, alter, or deface, any structure that forms part of the Common Property without the consent in writing of the Body Corporate.
- 4.2 An Owner or Occupier of a Lot must not damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon Common Property or use for its own purposes as a garden any portion of the Common Property, without the written permission of the Body Corporate.
- 4.3 An Owner or Occupier of a Lot must not without prior authority, operate, adjust or interfere with the operation of any equipment associated with the swimming pool/s (or add any chemical or other substance to it), garden/lawn automatic irrigation equipment, automatic gates or intercoms, CCTV cameras or associated equipment – or any other Body Corporate facilities.
- 4.4 Any approval given under this By-Law to an Owner must state the period of the approval, however any approval given may be withdrawn and cancelled by the Committee giving 7 days notice to that effect.

**By-law 5 - Improvements to Common Property**

- 5.1 An Owner must not make any Improvements or undertake Works on the Common Property without the prior written consent of the Body Corporate and must observe the applicable provisions of the Act and the Regulation Module for the Scheme for making Improvements or undertaking Works on Common Property.
- 5.2 In giving its consent to any Improvement or Works on Common Property, the Body Corporate may:
- (a) obtain advice from consultants and any relevant assessing or statutory authority (for example the local authority); and
  - (b) recover the costs of obtaining advice from consultants from the person seeking the Body Corporate's consent.
- 5.3 Any Improvement made by an Owner must:
- (a) be maintained and repaired by the Owner unless the Body Corporate agrees to the contrary by resolution in general meeting; and
  - (b) comply with all Requirements.
- 5.4 The Body Corporate may remove any unauthorised Improvement and recover the Costs of doing so from the person responsible for the Improvement.

**By-law 6 - Vehicles - Use of Private Roads - Parking**

- 6.1 The private roadway, pathways, drive, carpark and other Common Property and any easement giving access to the parcel must not be obstructed by any Owner or the tenants, guests, servants, employees, servants, children, invitees, licensees of an Owner or any of them 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.
- 6.2 An Owner or Occupier (or their invitees) of a Lot must not misuse visitor parking bays - visitor parking bays on the Common Property must be used only for their intended purpose of bona-fide casual parking for visitors;
- 6.3 Except where accommodated in a carpark designated for the exclusive use of the Owner or Occupier, the Owner or Occupier must not park, stand or permit the parking or standing of any caravan, trailer, boat, bicycle, motorcycle, motorscooter, or motor vehicle upon any part of the Common property unless for the purpose of immediately loading or unloading
- 6.4 An Owner or Occupier (or their invitees) of a Lot must not allow any caravan, trailer, boat, bicycle, motorcycle, motorscooter, or motor vehicle they own (or control) drop any oil or other staining liquid on any of the roadway or parking surfaces, and should any oil or other stains occur they shall be promptly removed to the satisfaction of the Body Corporate.
- 6.5 Vehicles, including caravan, trailer, boat, bicycle, motorcycle, motorscooter, or motor vehicle must be washed on Common Property only in the area designated for this purpose
- 6.6 An Owner or Occupier of a Lot must not exceed the speed limit nominated by the Body Corporate while driving any motor vehicle, bicycle, motorcycle or motorscooter on the Common Property and must use its best endeavours to ensure that its invitees do not exceed the speed limit. The speed limit for the time being will be 10 Kph.
- 6.7 An Owner or Occupier (or their invitees) of a Lot must not ride bikes, skateboards, roller-blades, or the like, on the Common Property roads, paths, parking areas or any other area without the written permission of the Body Corporate.
- 6.8 An Owner or Occupier (or their invitees) of a Lot must not permit their children to play on the vehicular roads of the Scheme.
- 6.9 An Owner or Occupier must not, without permission of the Body Corporate, permit any car parking space allocated for their use to be rented, leased out, or in any way whatsoever utilized by any person who is not residing in the building.

- 6.10 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.
- 6.11 An approval under By-Law 6.10 must state the period for which it is given, with the exception of designated visitor parking.
- 6.12 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.

**By-law 7 - Refuse Disposal**

- 7.1 An Owner or Occupier of a Lot must comply with all directions of the Local Authority and the Body Corporate on disposal of refuse;
- 7.2 Each Owner acknowledges that:
- (a) the Body Corporate may enter into an agreement with the Local Authority or a contractor for a bulk bin collection service and amongst other things that agreement may require the Body Corporate to authorize the contractor to enter Common Property for the collection of refuse. It is acknowledged that the Body Corporate may be required to indemnify the Local Authority from any damage to the driving surfaces resulting from truck entry;
  - (b) except where the Body Corporate provides some other means of disposal of refuse, the Lot Owner will maintain within their Lot, or its Exclusive Use area, or on such part of the Common Property as may be authorized by the Body Corporate, in a clean and dry condition and adequately covered, a receptacle for the sole purpose of the collection of refuse; and
    - (i) ensure that empty bottles, boxes, used containers, and similar items are stored tidily and, as far as possible, out of sight;
    - (ii) make proper use of any refuse recycling facilities as may be provided;
    - (iii) ensure that the health, hygiene and comfort of the Owner or Occupier of any other Lot is not adversely affected by its disposal of garbage;
    - (iv) ensure the receptacles for household refuse are placed on the footpath on the evening preceding the day appointed by the local authority for collection, and;
    - (v) ensure that the receptacles are removed from the footpath and returned to their correct location as soon as possible after refuse collection.

**By-law 8 - Signage**

- 8.1 The Body Corporate may determine a 'Signage Policy' for the Scheme and may amend that policy from time to time as the Committee sees fit. Such 'Signage Policy' may include details on the size any sign may be, permitted locations for erection, and length of time a sign may stay in place.
- 8.2 An Owner must not allow a sign on any part of the Common Property or the Owner's Lot without the prior written consent of the Body Corporate;
- 8.3 The Body Corporate may remove a sign to which it has not consented at the expense of the relevant Owner.
- 8.4 An Owner must return the Common Property or that part of the Owner's Lot to its original condition when a sign is removed.
- 8.5 Despite anything in this By-Law, if the terms of any engagement of a Resident Manager or Letting Agent for the Scheme permits the Resident Manager or Letting Agent to place signs on the Common Property or any Lot owned by the Resident Manager or Letting Agent, the provisions of the relevant engagement or authorisation will be deemed to constitute a consent for the purposes of this By-Law.

- 8.6 Any signage referred to in this By-Law must be erected, maintained and removed at the expense of the relevant Owner.
- 8.7 Nothing in this By-Law absolves or in any way diminishes any obligation of an Owner or the Body Corporate (as the case requires) to obtain any approval required under a Requirement in connection with signage, including any approval from the Local Government

**By-law 9 - Security**

- 9.1 The Body Corporate may establish a security system and provide security services for the benefit of Owners and the Building.
- 9.2 Any security equipment installed on the Common Property for use in connection with a security system for the Building will remain the property of the Body Corporate and be maintained and repaired at the cost of the Body Corporate, subject to the Body Corporate's obligations under the Act and Regulation Module for the Scheme to recover costs for the provision of those services from users.
- 9.3 The Body Corporate may designate part of the Common Property to be used by any security person, firm or company.
- 9.4 The Body Corporate may arrange for the installation of any Service Infrastructure necessary for the operation of a security system for the benefit of Owners in the Building.
- 9.5 The Body Corporate is not liable for any loss or damage suffered to any Owner or other person or property if the security system fails or if there is unauthorised entry to any part of the Common Property or a Lot.
- 9.6 Each Owner must allow the Body Corporate on the giving of reasonable notice (except in the case of emergency), to enter onto a Lot to attend to the repair and maintenance of any Service Infrastructure used in connection with the provision of a security system and security services.
- 9.7 Each Owner must observe any conditions or requirements of the Body Corporate imposed as a condition of the use and operation of the security system or security services provided by the Body Corporate.
- 9.8 If the Body Corporate, in the exercise of any of its powers under these By-laws, restricts the access of Owners or occupiers to any part of the Common Property by means of any lock or similar security device, it may make such number of keys or operating systems as it determines, available to Owners free of charge and thereafter may at its discretion, make additional copies available to Owners upon payment of a reasonable charge as may be determined by the Body Corporate.
- 9.9 An Owner or Occupier of a Lot to whom any key or any operation system is given pursuant to these By-laws must exercise a high degree of caution and responsibility in making the key or operation system available for use by any other person using or occupying a Lot and must take reasonable precautions (which must include an appropriate covenant in any lease or licence of a Lot to any such occupier) to ensure return of the key or operation system to the Owner, upon the user or occupier ceasing to be a user or occupier.
- 9.10 An Owner or Occupier of a Lot into whose possession any key or operation system referred to in these By-laws has come must not without the prior approval in writing of the Committee duplicate the key or operation system or cause or permit them to be duplicated and must take all reasonable precautions to ensure that they are not lost or handed to any person other than another Owner or Occupier of a Lot and are not disposed of otherwise than by returning them to the Committee.
- 9.11 An Owner or Occupier of a Lot who is issued with a key or operation system referred to in these By-laws must immediately notify the Body Corporate if they are lost or misplaced.

**By-law 10 - Body Corporate Rights and Obligations**

- 10.1 Subject to the Act, the Regulation Module for the Scheme and the conditions of the Development Approval, the Body Corporate may take steps to ensure the security of the Lots and Common Property and the observance of these By-Laws by any Owner, including:
  - (a) restricting access to any part of the Common Property whether on a temporary or permanent basis including areas used for the location of Services and Service Infrastructure;



- (b) determining rules under which persons are given access to any part of the Common Property; and
- (c) restricting lift access to levels in the Building including by way of security or electronic systems under which Owners are issued with access or pass keys or codes for lifts and other access ways in the Building.

10.2 The committee of the Body Corporate must ensure that any parts of the Common Property used for:

- (a) electrical main switchboards or control panels;
- (b) fire service control panels;
- (c) telephone MDFs and equipment rooms;
- (d) plant rooms; and
- (e) other services to the Lots and the Common Property,

are kept locked unless there is a Requirement to the contrary. Owners may not enter or open such areas without the consent of the Committee of the Body Corporate.

10.3 Subject to any restrictions placed on the Committee under the Act or Regulation Module for the Scheme and conditions of the Development Approval, the Committee of the Body Corporate may:

- (a) designate any appropriate part of the Common Property to be used as a storeroom;
- (b) determine rules (for security purposes) under which Owners are given access to the storeroom;
- (c) use appropriate parts of the Common Property to store equipment used for the performance of the Body Corporate's duties in respect of the Common Property and restrict access to those areas or make access to those areas conditional upon the consent of the Committee of the Body Corporate;
- (d) restrict lift access to certain floors in the Building; and
- (e) liaise with any service contractor or letting agent engaged or authorised by the Body Corporate in connection with access to those parts of the Common Property referred to in this By-Law, without limitation or prejudice to any other rights given to a service contractor or letting agent under the terms of its engagement or authorisation or any relevant occupation authority.

#### **By-law 11 - Supply of Services**

11.1 If permitted by relevant legislation governing the supply of Services, the Body Corporate may:

- (a) establish and maintain systems for the supply of Services ("System") for the Scheme; and
- (b) as an on-supplier:
  - (i) purchase the relevant Service from a supplier; and
  - (ii) on-supply that Service to Owners of Lots (collectively called "Receivers").

11.2 The Body Corporate may enter into agreements, contracts, licences, leases or other arrangements of any nature in connection with:

- (a) the supply of Services to the Body Corporate by a Service supplier;
- (b) the on-supply of Services to Receivers; and
- (c) Service Infrastructure used in connection with the System,

including agreements contemplated by the Regulation Module for the Scheme setting out the basis on which charges are made for supply of the relevant Service and the recovery of the costs to the Body Corporate of supplying that Service.

- 11.3 The Body Corporate must calculate charges for supply of Services to Receivers only as permitted under the relevant legislation governing on-supply by the Body Corporate (if any), and in any case, levy charges only to the extent required to ensure that the Body Corporate complies with its obligations to recover the costs of supplying the Service to Receivers.
- 11.4 If the Body Corporate charges Receivers a tariff rate for the supply of the relevant Service which is higher than the rate at which the Body Corporate purchases that Service from the Service supplier, any surplus funds generated in the hands of the Body Corporate as a result must be applied by the Body Corporate to its administrative fund in reduction of liabilities of the Body Corporate and, in this way, for the benefit of Owners.
- 11.5 If the Body Corporate operates and maintains a System under this By-Law, it may:
- (a) enter into agreements with Receivers for the supply of Services through the System, setting out the terms on which the Body Corporate will charge for the provision of Services under the System and recover the costs of providing that Service (as required by the Act and Regulation Module for the Scheme) including charges for:
    - (i) Service supply;
    - (ii) installation and connection to the System;
    - (iii) servicing and maintenance of the System to the extent it is utilised in the provision of the Service to a particular Receiver;
    - (iv) disconnection and reconnection fees; and
      - (i) advance payments or security deposits to be provided in connection with Service supply through the System;
  - (b) establish the basis of Service charges for those Receivers which are not supplied by separate meter (if any) and for Common Property based on an estimate of Service consumption taking into account the number and type of Service fittings, points, installations, plant and equipment, and appliances and the use to which those are put by the relevant Receivers or the Body Corporate;
  - (c) establish a system of accounts and invoices in connection with the supply of Services through the System and render those accounts to Receivers as appropriate; and
  - (d) recover any amounts when due and payable from any Receiver under applicable accounts rendered and if an account is unpaid by the due date:
    - (i) recover any unpaid amount as a liquidated debt;
    - (ii) recover interest on any unpaid account;
    - (iii) disconnect the supply of Services to the relevant Receiver;
    - (iv) charge a reconnection fee to restore Services to that Receiver; or
    - (v) increase the advance payment or security deposit for Service supply to the relevant Receiver.
  - (e) The Body Corporate is not liable for any loss or damage suffered by any Receiver as a result of any failure of the supply of Services due to breakdowns, repairs, maintenance, strikes, accidents or any other causes affecting the System.
  - (f) The Body Corporate is not required to supply any Receiver with any Service to a greater extent than the relevant authority or supplier from which the Body Corporate obtains supply could provide at any given time.
  - (g) Each Owner must:

- (1) allow the Body Corporate and its agents, contractors, or employees access to any Service Infrastructure used in connection with the System;
  - (2) comply with all requirements of the Body Corporate imposed in connection with Service supply through the System; and
  - (3) maintain any Service Infrastructure used in connection with the System and which is located in or on a Lot and which is used in connection with Service supply under the System.
- (h) Nothing in this By-Law obliges a Receiver to purchase Services from the Body Corporate or limits or restricts the rights of any Receiver to utilise Service Infrastructure under any implied easement or other right contained in the Act or other applicable legislation.

**By-law 12 - Moving Goods and Furniture**

- (a) An Owner or Occupier must not move any large furnishings into or out of their Lot, or on the Common Property without having given prior notice to the person contracted as the Caretaker and Letting Agent for the Body Corporate or the Committee of the Body Corporate and the moving must be done in the manner, by the route and at the time directed by the Caretaker and Letting Agent or Committee.
- (b) Any use of a building Lift to move goods and furnishings must only be carried out by prior arrangement with the Building Caretaker or Committee.
- (c) The Lot Owner will be responsible for reimbursing the Body Corporate for any damage to any Body Corporate property, facility or asset.

**By-law 13 - Use of Lots - General**

An Owner must:

- (a) observe all Requirements in connection with the use of the Owner's Lot or the Common Property, including any terms of the Development Approval affecting Scheme land;
- (b) maintain the Owner's Lot in good order, condition and cleanliness and must take all reasonable steps to control vermin, insects or other pests;
- (c) not use or store any flammable liquids or materials in a Lot or on Common Property other than of a type used for domestic purposes or which is consistent with the permitted use of the relevant Lot;
- (d) not bring to, do, or keep anything in their Lot which may make void, or increase the rate or premium of the Building's insurance or which may conflict with the law or regulations or ordinances relating to fires or any insurance policy for the Building;
- (e) not have any gas line installed to any part of a Lot or exclusive use area without written permission of the Body Corporate;
- (f) give prompt notice to the Body Corporate of any damage to, or defect or disrepair of, the Services or Service Infrastructure;
- (g) not overload any Services or Service Infrastructure;
- (h) pay to the Body Corporate any costs incurred by the Body Corporate in upgrading any Services or Service Infrastructure to accommodate any equipment which an Owner wishes to install in a Lot;
- (i) pay to the Body Corporate any costs incurred by the Body Corporate for response by the fire brigade to an alarm where that call-out was caused by negligence of the Owner or occupier in causing the fire detection or smoke detection equipment to be triggered.
- (j) not waste water and ensure that all water taps in the Owner's Lot are turned off after use;
- (k) not carry on or permit any noxious, immoral, illegal, or offensive act, trade, business, occupation or calling from a Lot;

- (l) not use the balcony for the storage of household goods, boxes, cartons or the like.
- (m) not use any allocated carpark space for the storage of household goods, boxes, cartons or the like, without the permission of the Body Corporate;
- (n) not cause disturbance to other persons lawfully using any Lot or Common Property;
- (o) ensure that any plants or trees kept in or on a balcony, terrace or garden area whether it be included as part of the title to the Lot or by way of exclusive use of Common Property, are maintained in good health and condition so as not to be offensive in appearance to other Owners or Occupiers and that the size and type of trees or plants do not extend beyond the boundaries of the Lot or the boundaries of any exclusive use area or obstruct the view from another Lot or interfere with the use or engagement by other Owners or Occupiers of their Lots or of Common Property

**By-law 14 - Use of Lots – Resident Manager**

A person or entity who is engaged as both a service contractor (caretaker) and who is authorised as a letting agent for the Scheme may use a Lot owned by that person or entity (or a related entity) in the conduct of the business of the service contractor and letting agent under the terms of its engagement and authorisation from the Body Corporate.

**By-law 15 - Use of Lots – Original Owner (Developer)**

The original owner may while it owns any Lot in the Scheme maintain a display Lot in the Building, use reasonable methods to sell other Lots in the Scheme, and place signs within the display Lot and on the Common Property.

**By-law 16 - Use of Lots – Home Office Business**

A Lot may be used as a home office on condition that such use does not in any way interfere with the peaceful enjoyment of other Lot Owners or Occupiers, cause unreasonable security risks to other Lots and Lot Owners, and such use does not contravene any Requirements of Local Council or Government.

**By-law 17 - Animals, Birds and other Pets**

- (a) Subject to the relevant sections of the Act dealing with 'Guide Dogs' an Owner or occupier of a Lot may only bring or keep an animal, bird, reptile or other pet upon their Lot or the Common Property, with the approval in writing of the Body Corporate - this approval may be withdrawn at any time if the Body Corporate considers that conditions on which the approval were given are breached, and the animal bird, reptile or other pet must be removed permanently from the Scheme within 7 days of receiving such notification from the Body Corporate.
- (b) On approval, the animal, bird, reptile or other pet must be physically restrained, leashed, or caged and prevented from wandering onto Common Property or the property of other Lot Owners;
- (c) On approval, the Owner or Occupier of the Lot must ensure that noise from the animal, bird, reptile or other pet is kept to a minimum so as not to interfere with the peaceful enjoyment of other Owners or Occupiers of Lots;
- (d) The Owner or Occupier of the Lot must ensure that any mess caused by the animal, bird, reptile or other pet is promptly cleaned up, and if the Body Corporate is forced to clean up any mess then the Owner or Occupier will be liable for the costs;
- (e) Notwithstanding the provisions of any other By-laws, an Owner or Occupier of a Lot or an Invitee of an Owner or Occupier of a Lot must not bring or keep any animal onto the Common Property occupied by Swimming Pool and BBQ areas.

**By-law 18 - Noise**

- (a) An Owner or Occupier of a Lot, their invitees or agents must not make, or permit, any noise in the Lot or on Common Property which will be likely to unreasonably interfere in any way with the peaceful enjoyment of other Owners or Occupiers of Lots or those having business with them or of any person lawfully using the Common Property.



- (b) In the event of any unavoidable noise in a Lot at any time, the Owner or Occupier must take all practical means to minimise annoyance to other Owners or Occupiers of Lots by closing all doors windows and curtains of its Lot and any other steps that will serve to mitigate any nuisance to others.
- (c) All musical instruments, radios, television receivers and sound equipment must be controlled so that the sound is reasonable and does not cause an annoyance to any other Owner or Occupier of a Lot. Such equipment and instruments must not be operated between the hours of 10:00 pm and 8:00 am in such a manner as to be audible to any other Owner or Occupier of a Lot.
- (d) Quiet playing of musical instruments is permissible to a reasonable extent at any time during the hours of 8:00 am to 9:00 pm. Practising during the said hours is permissible but for not longer than one (1) hour at a time, or for a total of more than three (3) hours in any day.
- (e) An Owner or Occupier of a Lot must endeavour to avoid the use of any appliance, which may cause noise transmission to an adjacent Lot, between the hours of 10:00pm and 7:00am. Examples of appliances which can cause noise nuisance to adjacent Lots are dishwashers, washing machines, vacuum cleaners, and the like.
- (f) An Owner or Occupier of a Lot must not hold, or permit to be held, any social gathering in its Lot by which there is any noise which unduly interferes with the quiet enjoyment of its Lot by any other Owner or Occupier of a Lot at any time of day or night.
- (g) An Owner or Occupier of a Lot must request guests leaving after 10:00 pm to leave quietly, and quietness must be observed when an Owner or occupier of a Lot returns to the building after 10:00 pm and before 7:00 am.
- (h) Where the floor treatment of an area of a Lot, including a balcony area, is a hard surface e.g. tiled or timber, the Owner or Occupier of that Lot must take reasonable steps to minimize the noise furniture and other like objects make when moved on that surface, particularly noise transmission through to adjacent Lots. The use of floor rugs and felt pads on furniture legs are examples of measures which should be taken to reduce such noise transmission.
- (i) Responsibility for 'water hammer' nuisance. An Owner or occupier of a Lot that contains any appliance, fixture or fitting that contributes to 'triggering' or exacerbating any 'water hammer' noise nuisance must take steps to have the problem rectified by such means that may include the removal or modification of the appliance, fixture or fitting.

**By-law 19 - External Appearance and Structure of a Lot**

- (a) An Owner or Occupier of a Lot must not, except with the consent in writing of the Body Corporate, hang towels, bedding, clothing or other articles, display any sign, advertisement, placard, banner, pamphlet or like matter on any part of their Lot in such a way as to be visible from outside the Building;
- (b) An Owner or Occupier of a Lot must not use the balcony for the storage of household goods, boxes, cartons or the like.
- (c) No external blinds or awnings must be erected without the previous consent in writing of the Committee of the Body Corporate;
- (d) An Owner or Occupier of a Lot must not alter the external colour scheme of any improvement on its Lot without prior approval in writing from the Body Corporate;
- (e) Any alteration made to Common Property or 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 Body Corporate, must be repaired and maintained by the Owner of the said Lot;
- (f) Any consent or approval given by the Body Corporate pursuant to these By-laws, if practicable, is revocable upon notice to the Owner or Occupier for the time being having the benefit of such consent or approval;
- (g) An Owner or Occupier of a Lot must not erect an outside wireless, television antenna or satellite receiver without the prior written consent of the Body Corporate Committee;

- (h) An Owner or Occupier of a Lot must not make any structural alteration to its Lot, including any alterations to gas, water or electrical installation or any alterations to any other improvements constructed on the Lot, without the prior written consent of the Body Corporate;
- (i) An Owner or Occupier of a Lot must not install, remove or replace any curtain backing, blind or window tinting, unless the colour and design has prior written consent of the Body Corporate Committee. In giving such consent the Body Corporate should ensure that, as far as practicable, all Lots present a uniform appearance when viewed from the outside of the Building;
- (j) An Owner or Occupier of a Lot must not install in any part of the Lot, particularly any balconies forming part of the Lot, any fixtures, fittings, furniture or other items which may be viewed from outside the Building which the Body Corporate (in its absolute discretion) determines detrimentally affects the aesthetic and/or uniform appearance of the Building when viewed from the outside and will, if requested to do so, remove any offending addition or item when requested to do so by the Body Corporate; and
- (k) All balconies and terraces shown on the approved drawings for the Building are to remain unenclosed with no shutters, glazing, louvers or similar permanent fixtures other than those consistent with the relevant Brisbane Planning Scheme Codes/Policies and clearly depicted on the approved drawings and otherwise as approved by the Body Corporate.

**By-law 20 - Air Conditioning**

No air-conditioner may be installed on any Lot or Common Property without prior written consent of the Body Corporate. Consent may be given conditionally and particular regard will be given to location, appearance, electrical load on the Building mains, disposal of condensate, and noise of the proposed air-conditioning system.

**By-law 21 - Renovation Works**

- (a) Any Owner who wishes to undertake Works, including building works or renovation and refurbishment of a Lot, must:
  - (i) comply with the provisions of the Act in respect of the conduct of those Works;
  - (ii) notify the Committee of the Owner's intention to undertake Works and provide the Committee with copies of any information about the Works reasonably requested by the Committee; and
  - (iii) comply with all Requirements in connection with the Works.
- (b) Any renovation work on any Lot must also comply with the following:
  - (i) all relevant permits (if any) to be obtained from all relevant authorities in compliance with regulations and By-laws;
  - (ii) any damage sustained to Common Property during the course of any works to be rectified at the cost of the Owner concerned to the satisfaction of the Body Corporate;
  - (iii) no load-bearing wall or supports to be removed or interfered with, without the written consent of the Body Corporate; and
  - (iv) the Body Corporate is entitled to request inspections and copies of such plans and specifications as it might consider necessary to enable it to grant its approval and the Owner must comply with all such requests.
- (c) No installation of any hard floor surface e.g. tiling, timber etc. may proceed without prior approval of the Body Corporate – this includes any replacement of an existing hard floor surface.
- (d) This By-law does not prevent an Owner or person authorised by them from installing any locking or other safety device for protection of its Lot against intruders or any screen or other device to prevent entry of animals or insects upon its Lot, provided that the locking or other safety device or, screen or other device as the case may be, is constructed in a workman-like manner, is maintained in a state of good and serviceable repair by the Owner and does not detract from the good appearance of the Building - as determined by the Committee of the Body Corporate.

**By-law 22 - Right of Entry to a Lot**

- (a) An Owner or Occupier of a Lot, upon receiving reasonable notice from the Body Corporate in accordance with the Act, must allow the Body Corporate or any contractors, sub-contractors, workmen or other person authorised by it, the right of access to its 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 its Lot or to an adjoining Lot or Common Property, or for the purpose of ensuring that the By-laws are being observed.
- (b) Such repair, maintenance or renewal will be at the expense of the Owner of the relevant Lot in cases where the need for such repair, maintenance, repair or renewal is due to any act or default of the Owner or the Occupier of its Lot.
- (c) If the Owner or Occupier has refused entry, or if the Owner or Occupier could not be contacted, or if an emergency situation dictates, the Body Corporate, its servants, agents, employees, contractors or the Body Corporate Manager, may effect entry and such entry will not constitute trespass.
- (d) The Body Corporate or the Body Corporate Manager, in exercising this power, must ensure that agents, servants, employees or contractors cause as little inconvenience to an Owner or Occupier of a Lot as is reasonable in the circumstances.

**By-law 23 - Invitees**

- (a) An Owner must take all reasonable steps to ensure that Invitees do not obstruct any other persons' use of the Common Property or an Owner's Lot.
- (b) An Owner must compensate the Body Corporate for all damage to the Common Property caused by its Invitees.
- (c) An Owner of a Lot must take all reasonable steps to ensure that Invitees comply with these By-Laws and any 'House Rules. In the event of an Owner's inability for any reason to ensure such compliance by any Invitee, it must;
  - (i) withdraw the invitation of that person to be on a Lot or Common Property; and
  - (ii) ensure that such person immediately leaves the Scheme land.
- (d) The Owner or Occupier of a Lot is liable to compensate the Body Corporate in respect of all damage to the Common Property or facilities or assets caused by such Owner or Occupier or their Invitees.

**By-law 24 - Exclusive Use - Carparks**

- (a) The original owner or the original owner's agent is authorised to allocate to Owners of Lots exclusive use of parts of the Common Property identified by the original owner or the original owner's agent for the purpose of car parking. The original owner may make allocations under this By-Law subject to conditions, including conditions in respect of the maintenance and cleaning of any part of the Common Property over which exclusive use is given.
- (b) The Owner or Occupier of each of the Lots listed in Schedule E has the exclusive use of those parts of the Common Property (restricted in height to 2 metres above floor level) as shown opposite the respective Lot numbers under the heading "Exclusive use area" in Schedule E for the purposes of car parking. Plan A attached to this statement shows the location of that part of the Common Property allocated in Schedule E to the Lot for car parking purposes. The Owner or Occupier must at all times keep the exclusive use area clean and clear of rubbish and will not store in or on the exclusive use area any household goods, boxes, or other items nor construct any improvements in the exclusive use area and will remove from those areas any such items upon being directed to do so by the Body Corporate.
- (c) The area of Common Property above the exclusive use areas referred to in this By-law may contain Common Property utility infrastructure including air conditioning condenser units. Despite the grant to Owners of the exclusive use and enjoyment of the Common Property for car parking purposes pursuant to this By-law, Common Property utility infrastructure including air conditioning condenser units located above those exclusive use areas must not be interfered with by Owners or Occupiers and Owners and Occupiers must allow the Body Corporate and persons authorised by the Body Corporate access to such

utility infrastructure including the air conditioning condenser units for the purposes of inspection, effecting repairs, maintenance and replacement and otherwise for carrying out work that the Body Corporate is authorised or required to carry out pursuant to the Act

#### **By-law 25 - Permission for an On-Site Auction**

An Owner or Occupier of a Lot must not without the prior written notice of the Committee of the Body Corporate conduct, or allow to be conducted, an on-site Auction of a Lot.

#### **By-law 26 - Tradesmen**

An Owner or Occupier of a Lot must not directly instruct any contractor or workmen employed by the Body Corporate unless so authorised.

#### **By-law 27 - Notices**

All notices displayed on the Common Property by the Body Corporate or any statutory authority must be complied with by the Owners.

#### **By-law 28 - Correspondence**

All complaints or applications to the Body Corporate must be addressed in writing to the Secretary of the Body Corporate or to the Body Corporate manager.

#### **By-law 29 - 'House Rules'**

In addition to its powers under the Act and Regulations, this By-Law gives the Body Corporate the power to compile a set of 'House Rules' to assist with the proper security, control and general management of the Building, and in particular the Common Property and recreation facilities. If any House Rule is inconsistent with the By-Laws, or the requirements of the Act, or the requirements of any Council or other government agency, the By-Law or requirement of the legislation prevails to the extent of the inconsistency. The House Rules may be amended and added to from time to time as the Body Corporate or Committee perceives any necessity to do so. If House Rules are compiled and set in place by the Body Corporate, all Owners, Occupiers, and their Invitees must comply with the requirements of the House Rules, a copy of which may be obtained from the building manger or the Body Corporate Manager.

#### **By-law 30- Copy of these By-Laws, to be given to Tenants**

Owners must provide any tenant or other occupier of a Lot with a copy of these By-Laws, and Owners must use all reasonable efforts and take reasonable action to ensure any tenant or other occupier of their Lot complies with these By-laws.

#### **By-law 31- No smoking on Common Property**

- (a) An Owner, Occupier or any guest or invitee of an Owner or Occupier must not smoke on any part of the Common Property.
- (b) The Body Corporate may in its discretion, authorise smoking on those areas of the Common Property which are outside the Building and outside any other structures on the Common Property.

<b>SCHEDULE D</b>	<b>OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED</b>
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#### **Statutory easement and service easements allocation table**

Lots affected by service easements and statutory easements:

Lot Number	Statutory Easement	Service Easements
Common property of Connston CTS	* Water, electricity, telecommunications, sewerage, stormwater.	As drawn and shown in diagram which forms Plan B
* Lots 101, 102, 103, 104, 105, 106, 201, 202, 203, 204, 205, 206, 301, 302, 303, 304, 401, 402, 403, 404, 501, 502, 503 on SP 264029	* Water, electricity, telecommunications, sewerage, stormwater,	As drawn and shown in diagram which forms Plan B