

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 Mobile Email
07 3373 5800 info@cartwrightpg.com.au

Item 2 **2.1 Tenant/s**

Tenant 1 Full name/s

Phone Email

Tenant 2 Full name/s

Phone Email

Tenant 3 Full name/s

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 Mobile Email
07 3373 5800 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**

10/503 Oxley Road

SHERWOOD QLD

Postcode **4075**

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

SEE ENTRY CONDITION REPORT

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

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

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



Item 7 Rent \$ 325.00 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 \$ 1,300 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.

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

Part 3 Special terms

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

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

1. Once official notice of intention to leave, or notice to leave has been issued/received by the agent, the tenant/s agree to allow the agent to perform two 10 minute prospective tenant inspections each week. Dates and times to be advised.
2. Tenant/s agree to maintain and clean the filters of the following appliances during their tenancy as required and also as part of their vacating procedure if the identified appliance/s is/are located at the property: clothes dryer; dishwasher, air conditioner/s.
3. Tenant/s agree to "top up" Hot Water Service as required. If the tenant/s do not perform the top up as required, and the HWS becomes damaged as a result, then the tenant/s agree they will pay for the cost of a new Hot water service to be supplied and installed to the property.
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. Tenant/s agree to maintain the entire fenced in courtyard area to the same standard as at the start of the initial tenancy.

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.

SCHEDULE C	BY-LAWS
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1. DEFINITIONS

1.1 Dictionary

Act	means the <i>Body Corporate and Community Management Act 1997</i> and the Regulation Module applying to the community titles scheme.
Body Corporate	means the body corporate created under the Act for the community titles scheme.
Committee	comprises the persons chosen at each annual general meeting of the Body Corporate, but subject to the provisions under the Regulation Module relating to term of office, vacancies and the filling of casual vacancies.
Common Property	is land for a community titles scheme that is not included in a Lot.
Invitee	means any person on the Scheme Land with the permission of an Occupier.
Lot	means a Lot under the <i>Land Title Act 1994</i> .
Occupier	of a Lot means a resident owner or resident lessee of a Lot, or someone else who lives on the Lot.
Owner	of a Lot means the person who is, or is entitled to be, the registered owner of the Lot, and includes a mortgagee in possession of the Lot and if, under the <i>Land Title Act 1994</i> , two or more persons are the registered owners, or are entitled to be the

	registered owners, of the lot – each of those persons.
Regulation Module	subject to the provisions of the Act, is the Regulation Module that is recorded on the community management statement in the Department of Environment and Resource Management as stated to apply to the community titles scheme.
Scheme Land	comprises all the Lots and the Common Property contained in the community titles scheme.
Utility Infrastructure	means cables, wires, pipes, sewers, drains, ducts, plant and equipment by which Lots or Common property are supplied with utility services, and a device for measuring the reticulation or supply of a utility service.
Window Covering	means internal curtain, blind, shutter, roller shade or other similar covering for a window or door.

1.2 Rules for interpretation

In these by-laws, unless the context indicates a contrary intention –

- (a) words denoting any gender include all genders
- (b) the singular number includes the plural and vice versa
- (c) a person includes their executors, administrators, successors, substitutes (for example, persons taking by novation) and assigns
- (d) words importing persons will include all bodies, associations, trusts, partnerships, instrumentalities and entities corporate or unincorporated, and vice versa
- (e) any obligation on the part of or for the benefit of two or more persons will be deemed to bind or benefit as the case may be, any two or more of them jointly and each of them severally
- (f) references to any legislation includes any legislation which amends or replaces that legislation
- (g) for the purpose of by-law 1.1, any definition that is subsequently changed in the Act will have the meaning given to it by the Act
- (h) headings are included for convenience only and will not affect the interpretation of these by-laws
- (i) a reference to any thing includes the whole or each part of it, and
- (j) in interpreting these by-laws, no rules of construction will apply to the disadvantage of a party because that party was responsible for the drafting of these by-laws or any part of them.

2. NOISE

- (a) An Occupier must not create noise at any time likely to interfere with the peaceful enjoyment of a person lawfully on another Lot or the Common Property.
- (b) Occupiers leaving or returning to Lots late at night or early in the morning must do so with minimum noise.
- (c) The Occupier must request Invitees leaving after 11pm to leave quietly.

3. VEHICLES

- (a) An Occupier must not park any vehicle upon Common Property except -
 - (i) with the Committee's written approval, or
 - (ii) where authorised by an exclusive use by-law.
- (b) An approval given under by-law 3(a)(i) must state the period for which it is given and any conditions on which the approval is given. If any conditions are not met, the approval may be withdrawn by the Committee.

4. OBSTRUCTION/NUISANCE

- (a) An Occupier must not obstruct lawful use of Common Property by any other person.
- (b) An Occupier must not cause a nuisance or act in such a way so as to interfere with the peaceful enjoyment of a person lawfully on another Lot or using the Common Property.

- (c) An Occupier must not interfere with the Utility Infrastructure.
- (d) An Occupier must not use skateboards, roller blades, skates or any other similar equipment on the Common Property.

5. DEPOSITING RUBBISH ON COMMON PROPERTY

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

6. GARBAGE DISPOSAL

- (a) The Occupier must keep a receptacle for garbage in a clean and dry condition and adequately covered on the Lot, or on a part of the Common Property designated by the Body Corporate for that purpose, unless the Body Corporate provides for some other way of garbage disposal.
- (b) The Occupier must -
 - (i) comply with all local government local laws about disposal of garbage, and
 - (ii) ensure that in disposing garbage, the hygiene health and comfort of other Occupiers is not adversely affected.

7. UTILITY INFRASTRUCTURE

- (a) An Occupier must use the Utility Infrastructure for the purpose for which it was designed and not for any other purpose.
- (b) If an Occupier becomes aware of any defect or damage to the Utility Infrastructure, the Occupier must promptly give notice to the Committee of the defect or damage.
- (c) An Occupier shall ensure all water taps in a Lot are properly turned off after use.

8. COMMON PROPERTY GARDENS

- (a) An Occupier must not -
 - (i) damage any Common Property lawn, garden, tree, shrub, plant or flower, or
 - (ii) use as a garden any portion of the Common Property, except with the Committee's written approval.
- (b) An approval given under by-law 8(a)(ii) must state any conditions on which the approval is given. If any conditions are not met, the approval may be withdrawn by the Committee.

9. DAMAGE TO COMMON PROPERTY

- (a) An Occupier must not mark, paint, or drive nails or screws or the like into, or otherwise damage or deface a structure that forms part of the Common Property, except with the Committee's written approval.
- (b) This by-law does not prevent an Occupier from installing -
 - (i) any lock or other safety device for the protection of a Lot against intruders, or
 - (ii) any screen or other device to prevent entry of animals or insects to the Lot.
- (c) The locking, safety device, screen or other device must be constructed in a workmanlike manner and maintained in a state of good and serviceable repair by the Occupier. It must not detract from the visual amenity of the Scheme Land.

- (d) An Occupier must not erect any structure on the Common Property for his own benefit, unless consent has been obtained in accordance with the Act.

10. INTERNAL ALTERATIONS TO LOT

- (a) An Occupier must not remove floor coverings or replace floor coverings with a different type of floor covering, except with the Committee's written approval. The purpose of this by-law is to ensure that an appropriate standard of sound proofing is maintained.
- (b) An Occupier must not remove, alter or otherwise interfere with any internal walls or dividing walls except with the Committee's written approval. The purpose of this by-law is to ensure that the structural integrity of the building is maintained.
- (c) An Occupier must not change any Utility Infrastructure within a Lot, except with the Committee's written approval. The purpose of this by-law is to ensure that the Utility Infrastructure servicing other Lots and the Common Property is not affected in any manner.
- (d) An approval given under by-law 10(a), (b) or (c) may be given on such conditions as the Committee considers appropriate and reasonable in the circumstances to ensure that the work being undertaken by the Occupier is not likely to promote a breach of the Act or these by-laws.

11. ALTERATIONS TO LOT

- (a) An Occupier must not make any change to the external appearance of a Lot, except with the Committee's written approval.
- (b) A change to the external appearance of a Lot includes (but is not limited to) the erection of external blinds or awnings, the enclosure of a patio or balcony, the erection of aerials or satellite dishes, and the installation of an air-conditioning unit.
- (c) An approval given under by-law 11(a) may be given on such conditions as the Committee considers appropriate and reasonable in the circumstances to ensure that the work being undertaken does not affect the structural integrity of the building, does not affect the visual amenity of the Scheme Land and is not likely to promote a breach of the Act or these by-laws.

12. APPEARANCE OF LOT

- (a) An Occupier must not hang any washing, towel, bedding, clothing or other article on any part of his Lot (except on clothes lines constructed for that purpose) in such a way as to be visible from another Lot, the Common Property or outside the Scheme Land, except with the Committee's written approval.
- (b) An Occupier must not display any sign, advertisement, placard, banner, pamphlet or like matter on any part of his Lot in such a way as to be visible from another Lot, the Common Property or outside the Scheme Land, except with the Committee's written approval.
- (c) An Occupier must ensure that any Window Coverings visible from outside the Lot have a uniform appearance and do not detract from the visual amenity of the Scheme Land.

13. MAINTENANCE OF LOTS

Each Owner must ensure that his Lot is kept and maintained so as not to allow infestation by vermin or insects or be offensive in appearance to other Occupiers.

14. STORAGE OF FLAMMABLE LIQUIDS

- (a) An Occupier must not, without the Committee's written approval, store a flammable substance on the Common Property.
- (b) An Occupier must not, without the Committee's written approval, store a flammable substance on a Lot unless the substance is used or intended for use for domestic purposes.

- (c) However, this by-law does not apply to the storage of fuel in –
 - (i) the fuel tank of a vehicle, boat or internal combustion engine, or
 - (ii) a tank kept on a vehicle or boat in which the fuel is stored under the requirements of the law regulating the storage of flammable liquid.
- (d) An Occupier must not bring to, do or keep on a Lot or the Common Property anything which increases the rate of fire insurance taken out by the Body Corporate, or which may conflict with any insurance policy taken out by the Body Corporate.

15. KEEPING ANIMALS

- (a) An Occupier must not, except with the Committee's written approval –
 - (i) bring or keep an animal or bird on a Lot or the Common Property, or
 - (ii) permit an Invitee to bring or keep an animal or bird on a Lot or the Common Property.
- (b) An approval given under by-law 15(a) may be given on conditions. If any conditions are not met, the approval may be withdrawn by the Committee.
- (c) This by-law does not apply to a person who has the right to be accompanied by a guide, hearing or assistance dog under the *Guide, Hearing and Assistance Dogs Act 2009*.

16. BEHAVIOUR OF INVITEES

- (a) Occupiers must take all reasonable steps to ensure that their Invitees abide by the by-laws and do not behave in a manner likely to interfere with the peaceful enjoyment of a person lawfully on another Lot or the Common Property.
- (b) Owners will be liable to compensate the Body Corporate for all damage to the Common Property caused by their Occupiers and Invitees.

17. USE OF LOTS

Each Lot must be used for residential purposes only and not for any illegal, unlawful or immoral purpose.

18. RECOVERY BY BODY CORPORATE

Where the Committee or the Body Corporate spends money to repair damage caused by a breach of the Act or of these by-laws by any Occupier or Invitee then the Body Corporate is entitled to recover the amount spent as a debt in any court action from the Owner of the Lot from which that Occupier or Invitee came.

19. RECOVERY OF COSTS

An Owner must pay on demand the whole of the Body Corporate's costs and expenses (including solicitor and own client costs), such amount to be deemed a liquidated debt, incurred in –

- (a) recovering levies or any other money that the Body Corporate is entitled to recover from the Owner under the Act, any other statutory provision or at common law; and
- (b) all proceedings, including legal proceedings, taken against the Owner concluded in favour of the Body Corporate including, but not limited to, applications under the dispute resolution provisions of the Act.

20. EXCLUSIVE USE – PATIOS

The Owners of the Lots identified in schedule E shall be entitled to the exclusive use for themselves of those parts of the Common Property identified in Schedule E and on the annexed sketch plan marked "A" for the purpose of a patio, subject to the following conditions –

- (a) the Owners are responsible for keeping their exclusive use area clean and tidy and also for any operating costs (such as electricity); but
- (b) otherwise, the Body Corporate is responsible for all repair and maintenance of the exclusive use area, including refurbishment or replacement, when necessary.

21. EXCLUSIVE USE – STORAGE AREAS

The Owners of the Lots identified in schedule E shall be entitled to the exclusive use for themselves of those parts of the Common Property identified in Schedule E and on the annexed sketch plan marked "B" for the purpose of storage, subject to the following conditions -

- (c) the Owners are responsible for keeping their exclusive use area clean and tidy and also for any operating costs (such as electricity and pest prevention); but
- (d) otherwise, the Body Corporate is responsible for all repair and maintenance of the exclusive use area, including replacement, when necessary.