

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

24/9 Durham Street

St Lucia Qld

Postcode 4067

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

SEE ENTRY CONDITION REPORT

5.3 Details of current repair orders for the rental premises or inclusions

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 \$ 480.00 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 \$ 1,920 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 The type and number of pets approved by the lessor to be kept at the premises See clauses 33A to 33D
Type Number Type Number

Item 18 18.1 Name and telephone number of the lessor's nominated repairer for each of the following repairs

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

Are the nominated repairers the tenant's first point of contact for notifying the need for emergency repairs? See clause 31(4)

☐ Yes

☒ No - please provide lessor contact details below

Name Cartwright Property Group - info@cartwrightpg.com.au Phone

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 7 days after the later of the following days -
 - (a) the day the tenant occupies 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.
- (5) However, the lessor does not have to prepare a condition report for the premises if -
 - (a) this agreement has the effect of continuing the tenant's right to occupy the premises under an earlier residential tenancy agreement; and
 - (b) in accordance with the Act, a condition report was prepared for the premises for the earlier residential tenancy agreement.
- (6) If a condition report is not prepared for this agreement because subclause (5) applies, the condition report prepared for the earlier residential tenancy agreement is taken to be the condition report for this agreement.

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 - s 357A

- (1) This clause applies if -
 - (a) this agreement is a fixed term agreement; and
 - (b) the tenant ends this agreement 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 end this agreement 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.
- (3) This clause does not apply if, after experiencing domestic violence, the tenant ends this agreement or the tenant's interest in this agreement under chapter 5, part 1, division 3, subdivision 2A of the Act.

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, the increased rent is payable by the tenant only if -
 - (a) the rent is increased in compliance with this clause; and
 - (b) the increase in rent does not relate to -
 - (i) compliance of the premises or inclusions with the prescribed minimum housing standards; or
 - (ii) keeping a pet or working dog at the premises.
- (6) Also, if this agreement is a fixed term agreement, the rent may not be increased before the term ends unless -
 - (a) this agreement provides for the rent increase; and
 - (b) this agreement states the amount of the increase or how the amount of the increase is to be worked out; and
 - (c) the increase is made in compliance with the matters mentioned in paragraph (b)

11 Application to tribunal about excessive increase - s 92

- (1) After the lessor gives the tenant notice of a proposed rent increase, the tenant may apply to the tribunal for an order setting aside or reducing the increase if the tenant believes the increase -
 - (a) is excessive; or
 - (b) is not payable under clause 10.
- (2) However, the application must be made -
 - (a) within 30 days after the notice is received; and
 - (b) for a fixed term agreement - before the term ends.

12 Rent decreases - s 94

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

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

Division 4 Rental bond

13 Rental bond required - ss 111 and 116

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

Note - There is a maximum bond that may be required. See section 146 and the information statement.

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 166

- (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 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 body corporate by-laws.
- (3) Subclause (1) does not apply if -
 - (a) this agreement has the effect of continuing the tenant's right to occupy the premises under an earlier residential tenancy agreement; and
 - (b) the lessor gave the tenant a copy of the body corporate by-laws in relation to the earlier agreement.

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 - intentionally removed

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.
 - (e) the premises and inclusions otherwise comply with any prescribed minimum housing standards applying to the premises or inclusions.
- (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.
 - (e) ensure the premises and inclusions otherwise comply with any prescribed minimum housing standards applying to the premises or inclusions

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), (3) and (5)

- (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.
- (3) The tenant's obligations under this clause do not apply to the extent the obligations would have the effect of requiring the tenant to repair, or compensate the lessor for, damage to the premises or inclusions caused by an act of domestic violence experienced by the tenant

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 tenant may change a lock at the premises only if -
 - (a) the other party to this agreement agrees to the change; or
 - (b) the lessor or tenant has a reasonable excuse for making the change; or
 - (c) the lessor or tenant believes the change is necessary because of an emergency; or
 - (d) the lock is changed to comply with an order of the tribunal.
- (2) However, the tenant may also change a lock at the premises if the tenant -
 - (a) believes the change is necessary to protect the tenant or another occupant of the premises from domestic violence; and
 - (b) engages a locksmith or other qualified tradesperson to change the lock.
- (3) The lessor or tenant must not act unreasonably in failing to agree to the change of a lock.
- (4) If the lessor or tenant changes the lock, the lessor or tenant must give the other party to this agreement a key for the changed lock, unless -
 - (a) the other party agrees to not being given the key; or
 - (b) a tribunal orders that the key not be given to the other party.
- (5) If the tenant changes a lock under subclause (2) and gives the lessor a key for the changed lock, the lessor must not give the key to any other person without the tenant's agreement or a reasonable excuse.
- (6) The right of the lessor or tenant to change a lock under this clause is subject to any of the following laws that apply to the premises -
 - (a) the *Body Corporate and Community Management Act 1997*;
 - (b) the *Building Units and Group Titles Act 1980*;
 - (c) a body corporate by-law

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) Also, **emergency repairs** are works needed for the premises or inclusions to comply with the prescribed minimum housing standards.
- (3) **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 written notice given by the lessor to the tenant.
- (2) Item 18 or the written notice must state –
 - (a) the name and telephone number of the nominated repairer; and
 - (b) whether or not the nominated repairer is the tenant's first point of contact for notifying of the need for emergency repairs.
- (3) The lessor must give written notice to the tenant of any change of the lessor's nominated repairer or the telephone number of the nominated repairer.
- (4) This clause does not apply if –
 - (a) the lessor has given the tenant a telephone number of the lessor; and
 - (b) under this agreement the lessor is to arrange for emergency repairs to be made to the premises or inclusions.

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.
- (4) This clause does not apply to the tenant for damage caused by an act of domestic violence experienced by the tenant.

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 4 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.

Subdivision 5 Pets

33A Keeping pets and other animals at premises – ss 184B and 184G

- (1) The tenant may keep a pet or other animal at the premises only with the approval of the lessor.
- (2) However, the tenant may keep a working dog at the premises without the lessor's approval.
- (3) The tenant has the approval of the lessor to keep a pet at the premises if keeping the pet at the premises is consistent with item 17.
Notes -
 - 1 If item 17 states 2 cats, the tenant is approved by the lessor to keep up to 2 cats at the premises.
 - 2 For additional approvals to keep a pet or other animal at the premises see clause 33C.

- (4) An authorisation to keep the pet or working dog at the premises continues for the life of the pet or working dog and is not affected by any of the following matters –
 - (a) the ending of this agreement, if the tenant continues occupying the premises under a new agreement;
 - (b) a change in the lessor or lessor's agent;
 - (c) for a working dog – the retirement of the dog from the service the dog provided as a working dog.
- (5) An authorisation to keep a pet, working dog or other animal at the premises may be restricted by a body corporate by-law or other law about keeping animals at the premises.

Examples -

- 1 The premises may be subject to a local law that limits the number or types of animals that may be kept at the premises.
- 2 The premises may be subject to a body corporate by-law that requires the tenant to obtain approval from the body corporate before keeping a pet at the premises.

33B Tenant responsible for pets and other animals - s 184C

- (1) The tenant is responsible for all nuisance caused by a pet or other animal kept at the premises, including, for example, noise caused by the pet or other animal.
- (2) The tenant is responsible for repairing any damage to the premises or inclusions caused by the pet or other animal.
- (3) Damage to the premises or inclusions caused by the pet or other animal is not fair wear and tear.

33C Request for approval to keep pet – ss 184D and 184E

- (1) The tenant may, using the approved form, request the lessor's approval to keep a stated pet at the premises.
- (2) The lessor must respond to the tenant's request within 14 days after receiving the request.
- (3) The lessor's response to the request must be in writing and state –
 - (a) whether the lessor approves or refuses the tenant's request; and
 - (b) if the lessor approves the tenant's request subject to conditions – the conditions of the approval; and
Note – See clause 33D for limitations on conditions of approval to keep a pet at the premises.
 - (c) if the lessor refuses the tenant's request –
 - (i) the grounds for the refusal; and
 - (ii) the reasons the lessor believes the grounds for the refusal apply to the request.
- (4) The lessor may refuse the request for approval to keep a pet at the premises only on 1 or more of the following grounds –
 - (a) keeping the pet would exceed a reasonable number of animals being kept at the premises;
 - (b) the premises are unsuitable for keeping the pet because of a lack of appropriate fencing, open space or another thing necessary to humanely accommodate the pet;
 - (c) keeping the pet is likely to cause damage to the premises or inclusions that could not practicably be repaired for a cost that is less than the amount of the rental bond for the premises;
 - (d) keeping the pet would pose an unacceptable risk to the health and safety of a person, including, for example, because the pet is venomous;
 - (e) keeping the pet would contravene a law;
 - (f) keeping the pet would contravene a body corporate by-law applying to the premises;
 - (g) if the lessor proposed reasonable conditions for approval and the conditions comply with clause 33D – the tenant has not agreed to the conditions;
 - (h) the animal stated in the request is not a pet as defined in section 184A;
 - (i) another ground prescribed by a regulation under section 184E(1)(j).

- (5) The lessor is taken to approve the keeping of the pet at the premises if –
- (a) the lessor does not comply with subclause (2); or
 - (b) the lessor's response does not comply with subclause (3).

33D Conditions for approval to keep pet at premises – s 184F

- (1) The lessor's approval to keep a pet at the premises may be subject to conditions if the conditions –
- (a) relate only to keeping the pet at the premises; and
 - (b) are reasonable having regard to the type of pet and the nature of the premises; and
 - (c) are stated in the written approval given to the tenant in a way that is consistent with clause 33C(3).
- (2) Without limiting subclause (1)(b), the following conditions of the lessor's approval are taken to be reasonable –
- (a) if the pet is not a type of pet ordinarily kept inside – a condition requiring the pet to be kept outside at the premises;
 - (b) if the pet is capable of carrying parasites that could infest the premises – a condition requiring the premises to be professionally fumigated at the end of the tenancy;
 - (c) if the pet is allowed inside the premises – a condition requiring carpets in the premises to be professionally cleaned at the end of the tenancy.
- (3) A condition of the lessor's approval to keep a pet at the premises is void if the condition –
- (a) would have the effect of the lessor contravening section 171 or 172; or
 - (b) would, as a term of this agreement, be void under section 173; or
 - (c) would increase the rent or rental bond payable by the tenant; or
 - (d) would require any form of security from the tenant.
- (4) For subclause (2), the premises are professionally fumigated, and carpets are professionally cleaned, if the fumigation and cleaning are done to a standard ordinarily achieved by businesses selling those services.

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 lessor and tenant agree, in a separate written document, to end this agreement; or
 - (b) the lessor gives a notice to leave premises to the tenant under section 326 and the tenant hands over vacant possession of the premises to the lessor on or before the handover day; or
 - (c) the tenant gives a notice of intention to leave premises to the lessor under section 327 and hands over vacant possession of the premises to the lessor on or before the handover day; or
 - (d) the tenant vacates, or is removed from, the premises after receiving a notice from a mortgagee or appointed person under section 317; or
 - (e) the tenant abandons the premises and the period for which the tenant paid rent has ended; or
 - (f) the tribunal makes an order terminating this agreement.
- (2) Also, this agreement ends for a sole tenant if –
- (a) the tenant gives the lessor a notice ending tenancy interest and hands over vacant possession of the premises; or
- Note – See chapter 5, part 1, division 3, subdivision 2A of the Act for the obligations of the lessor and tenant relating to a notice ending tenancy interest.*
- (b) the tenant dies.
- Note – See section 324A for when this agreement ends if a sole tenant dies.*

37 Condition premises must be left in - s 188(4) and (5)

- (1) 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
- (2) The tenant's obligation mentioned in subclause (1) does not apply to the extent the obligation would have the effect of requiring the tenant to repair, or compensate the lessor for, damage to the premises or inclusions caused by an act of domestic violence experienced by the tenant.

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) and (3)

- (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 -
 - (a) the tenant has a reasonable excuse for not telling the lessor or agent the new address; or
 - (b) after experiencing domestic violence, the tenant ended this agreement, or the tenant's interest in this agreement, under chapter 5, part 1, division 3, subdivision 2A of the Act.

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) a requirement about a service charge; or

Note - See section 164 for what is a service charge.
 - (b) a condition of an approval to keep a pet if the condition -
 - (i) requires the carpets to be cleaned, or the premises to be fumigated, at the end of the tenancy; and
 - (ii) complies with clause 33D; and
 - (iii) does not require the tenant to buy cleaning or fumigation services from a particular person or business.

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. 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. Tenant/s agree to "top up" Hot Water Service as required. If the tenant/s do not perform the top up as required, and the HWS becomes damaged as a result, then the tenant/s agree they will pay for the cost of a new Hot water service to be supplied and installed to the property.
5. In accordance with section 91 of the Residential Tenancies & Rooming Accommodation Act 2008 you are hereby advised that the weekly rent amount in respect of the abovementioned premises may increase at the expiration of this tenancy agreement.
6. Tenant/s agree to pay the cost of any tradesman's invoice if the tenant requested maintenance for repairs, a tradesman attends but finds nothing faulty or requiring repair.
7. Tenants agree to engage a professional cleaner to perform a full bond cleaning of the property when vacating this property and provide the original paid invoice to the managing agent when they return keys / possession at the end of their 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 / /

Signature of tenant 1

Print name

Signature

Date / /

Signature of tenant 2

Print name

Signature

Date / /

Signature of tenant 3

Print name

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 as approved occupants in Part 3 of this agreement 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, having regard to the condition of the premises at the commencement of the tenancy;
 - (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) 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;
 - (h) 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).
- (2) The obligations of the tenant at the end of the tenancy 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. For the sake of clarity, a special term or condition for approval to keep a pet at the premises requiring carpets in the premises to be professionally cleaned at the end of the tenancy overrides this special term;
 - (b) if the property was free of pests and vermin at the start of the tenancy, the tenant must ensure the property meets the same standard at the end of the tenancy. For the sake of clarity, a special term or condition for approval to keep a pet at the premises requiring the premises to be professional fumigated at the end of the tenancy overrides this special term;
 - (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) replacing inclusions damaged during the tenancy having regard to their condition at the start of the tenancy, fair wear and tear excepted;
 - (f) mowing lawns, weeding gardens having regard to their condition at the start of the tenancy;
 - (g) remove all property other than that belonging to the lessor or on the premises at the start of the tenancy.

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

- (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) If a tenant changes a lock at the premises in accordance with clause 29, the tenant must immediately provide the lessor and/or lessor's agent with the key for the changed lock unless clauses 29(4)(a) or (b) are applicable regarding the provision of the key.
- (4) If a tenant changes a lock under clause 29(2) and gives the key to the lessor in accordance with clause 29(5), the tenant agrees for the key to be given to the lessor's agent.

Special Terms *continued...*

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

50 Liability excluded

The tenant shall be liable for and shall indemnify and defend the lessor 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.

51 Lessor's insurance

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

(2) The lessor may claim from the tenant -

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

as a direct or indirect result of the tenant's negligent acts or omissions.

52 Tenant's insurance

It is the responsibility of the tenant and/or approved occupant 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 special term, 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 special term 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.

Special Terms *continued...*

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

55 Pets

If the pet is permitted inside, this special term applies:

- (1) In addition to clause 33A(3), the lessor approves a pet as stated in Item 17 of this agreement to be kept inside a dwelling on the premises, conditional on:
 - (a) if the pet is capable of carrying parasites that could infest the premises, the premises being professionally fumigated at the end of the tenancy; and
 - (b) the carpets in the premises being professionally cleaned at the end of the tenancy.

Note: For the purpose of this special term, a dwelling on the premises shall include any structure on the premises designed to be used as a residence for human habitation. A dwelling shall also include any enclosed area, room or structure attached to the dwelling, including but not limited to any garage, sunroom or enclosed veranda.

- (2) The premises are professionally fumigated and carpets are professionally cleaned, if the fumigation and cleaning are done to a standard ordinarily achieved by businesses selling those services.
- (3) For the sake of clarity, the conditions outlined in special term 55 relate only to the lessor's approval to keep a pet at the premises as stated in Item 17 of this agreement.
- (4) For requests for approval to keep a pet at the premises inconsistent with Item 17 of this agreement, see clauses 33C and 33D of this agreement and sections 184D to 184F of the Act.

56 Electronic Signing

- (1) Electronic Signature means an electronic method of signing that identifies the person and indicates their intention to sign this agreement;
- (2) If this agreement is signed by any party or the lessor's agent using an Electronic Signature, the tenant and the lessor:
 - (a) agree to enter into this agreement in electronic form; and
 - (b) consent to either, or both parties, or the lessor's agent signing this agreement using an Electronic Signature.

ANNEXURE "A"

9 DURHAM STREET BODY CORPORATE

B.U.P. 102477

BY-LAWS

1. NOISE

a) A Proprietor or occupier of a Lot, their guests, servants or agents shall not make or permit, any objectionable noise in the dwelling or upon the parcel, or interfere in any way with the peaceful enjoyment of other Proprietors or occupiers of Lots, or those having business with them, or of any person lawfully using the common property, and all musical instruments, radios, radiograms, television sets and the like, shall be reasonable and not cause annoyance to the other Proprietors or occupiers of Lots.

b) In the event of any unavoidable noise in a Lot at any time, the Proprietor or occupier thereof shall take all practical means to minimise annoyance to other Proprietors or occupiers of Lots by closing all doors, windows and curtains of his Lot, and also such further steps as may be within his power for the same purpose.

2. DAMAGE TO COMMON PROPERTY

a) A Proprietor or occupier of a Lot shall not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the consent in writing of the Body Corporate, but this By-law does not prevent a Proprietor authorised by the Body Corporate from installing:

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

b) a Proprietor or occupier of a Lot shall, as soon as practicable after becoming aware of any defect in the common property, or in any personal property vested in the Body Corporate, or of any accident associated therewith, give notice to the Secretary or to the Managing Agent of the Body Corporate.

3. DAMAGE TO LAWNS ETC., ON COMMON PROPERTY A Proprietor or occupier of a Lot shall not:

- a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon common property; or
- b) except with the consent in writing of the Body Corporate, use for his own purposes as a garden any portion of the common property.

4. OBSTRUCTION: A Proprietor or occupier of a Lot shall not obstruct lawful use of common property by any person.

5. **RIGHT OF ENTRY:** A Proprietor or occupier, upon receiving reasonable notice from the Body Corporate, shall allow the Body Corporate or any contractors, sub-contractors, workmen or other person authorised by it, the right of access to his 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 his Lot or to an adjoining Lot.

6. **VEHICLES AND USE OF PRIVATE ROADS AND OTHER COMMON PROPERTY:**

- a) The private roadway, pathways, drive and other common property and any easement giving access to the land shall not be obstructed by any Proprietor or the tenants, guests, servants, employees, agents, children, invitees, licensees of a Proprietor 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.
- b) A Proprietor or occupier of a Lot within the parcel shall not drive or permit to be driven any motor vehicle in excess of two (2) tonnes weight on to or over the common property, other than such vehicles necessary to complete the construction and/or occupation of any residence erected on the land, and any motor vehicles entitled by a statute and/or Local Authority ordinance.
- c) Subject to By-law No 8, permit any invitees, vehicles to be parked on the roadway forming part of the common area at any time. Any invitees shall park their vehicles in the visitors' parking bays on the common property, and shall use such area only for its intended purpose of casual parking.
- d) Except as provided for in these By-laws, a Proprietor or occupier of a Lot within the parcel shall not regularly park in these same car parking space situated on the common property. For the purpose of this By-law regularly means for not longer than seven (7) hours per day over three (3) consecutive days (1 day being 24 hours)
- e) Except where accommodated within a garage or carport a Proprietor or occupier shall not park, stand or permit the parking or standing of any caravan, trailer, boat or motor vehicle upon his Lot unless for the purpose of immediately loading or unloading the same.
- f) A Proprietor or occupier of a Lot within the parcel shall not permit any occupation of a caravan on a Lot.

7. **SPEED LIMITS.** A Proprietor or occupier of a Lot shall not exceed the speed limit nominated by the Body Corporate in a Committee Meeting from time to time (the "speed limit") while driving any motor propelled vehicle on the common property and shall use his best endeavours to ensure that his invitees do not exceed the speed limit in such circumstances.

8. REFUSE DISPOSAL: A Proprietor or occupier of a Lot shall comply with all directions of the Local authority on disposal of refuse and further:-

- a) Save where the body Corporate provides some other means of disposal of refuse, maintain within his Lot, or on such part of the common property as may be authorised by the Body Corporate, in a clean and dry condition and adequately covered, a receptacle for these sole purpose of the collection of refuse;
- b) Empty bottles, boxes, used containers and similar items shall be stored tidily and, so far as possible out of sight;
- c) Keep car spaces tidy and free of all litter;
- d) Ensure the receptacles for household refuse are placed on the footpath on the evening preceding the day appointed by the local authority for the local authority By-laws and ordinances relating to the disposal of refuse;
- e) Ensure that the receptacles for household refuse are removed from the footpath and returned to their area as soon as possible after local authority collection.
- f) Ensure that the health, hygiene and comfort of the Proprietor or occupier of any other Lot is not adversely affected by his disposal of garbage.
- g) Ensure that any perishable items such as meat, fish fruit etc., are not placed in receptacles for periods longer than 24 hours prior to local authority collection.

9. KEEPING OF ANIMALS:

- a) Subject to Section 30(12) a Proprietor or occupier of a Lot shall not without the approval in writing of the Committee of the Body Corporate keep an animal upon his Lot or the common property, which consent may be withdrawn at any time by the Committee.
- b) On approval, the animal must be kept within a fenced area of the Lot and restrained from wandering onto common property, the property of other unit owners, or property occupied by change room, swimming pool, and barbecue areas.
- c) A Proprietor or occupier of a Lot shall not keep or take an animal upon the common property unless it is kept physically restrained or leashed.
- d) Upon approval, the Proprietor or occupier of the Lot shall ensure that noise from the animal shall be kept to a minimum so as not to interfere with the peaceful enjoyment of other occupants of other Lots on the parcel.

10. EXTERNAL APPEARANCE OF STRUCTURE OF THE LOT:

- a) Each Proprietor or occupier of a Lot shall be responsible for the exterior and interior maintenance, painting and decoration of his Lot, provided however, that a Proprietor, mortgagee or occupier is prohibited from altering the external appearance (including without limitation, colour scheme) of any structure on the Lot without the prior written consent of the Body Corporate obtained pursuant to a resolution of the Body Corporate passed at a General Meeting of the Body Corporate.
- b) No external blinds or awnings shall be erected without the previous consent in writing of the Committee.
- c) A Proprietor occupier of a Lot shall not place any solar water heater where it is unduly visible from any public street or thoroughfare.
- (d) A Proprietor or occupier of a Lot shall not install any air-conditioning units or pergolas without the previous consent in writing of the Committee.
- e) A Proprietor or occupier of a Lot shall choose the location of any air conditioners with care so that they do not cause discomfort to neighbours. Evaporative air-conditioners shall be low profile located below the ridge line, be of neutral colour or painted to match the roof and located so as not to be visible from the street.
- f) A Proprietor or occupier of a Lot shall locate any television antennae within the roof space permitted.
- g) A Proprietor, mortgagee or occupier of a Lot shall not alter the external colour scheme of any improvement on his Lot without prior approval in writing from the Body Corporate pursuant to resolution of the Body Corporate passed at a General Meeting of the Body Corporate.
- h) Any alteration made to common property or fixture or fitting attached to common property by the Proprietor or occupier of a Lot, whether made or attached with or without the approval of the Body Corporate, shall, unless otherwise provided by a resolution of a General Meeting or of a meeting of the Committee be repaired and maintained by the Proprietor of the said Lot.
- i) Subject to these By-laws, no name, writing, drawing, signboard, placard, signal, advertisement or illumination shall be inscribed or exposed on or at any window or other part of the structure of the Lot and no article shall be projected out of any window or over any balcony without the approval in writing of the Body Corporate.
- j) Subject to these By-laws any consent or approval given by the Committee or the Body Corporate pursuant to these By-laws shall, if practicable, be revocable upon notice to the Proprietor or occupier for the time being having the benefit of such consent or approval.

11. **WINDOWS:** Windows shall be kept clean and promptly replaced by the Proprietor or occupier of the Lot at his expense with fresh glass of the same kind and weight as at present if broken or cracked.

12. **POST BOXES:** A Proprietor or occupier of a Lot shall regularly clear the post box at the entry to the estate.

13. **INFECTIOUS DISEASES:** In the event of any infectious disease which may require notification by virtue of any Statute, Regulation or Ordinance happening in any Lot, the Proprietor or occupier of such Lot shall give written notice thereof and pay to the Committee the expenses incurred by the Committee of disinfecting the Lot and any part of the common property required to be disinfected and replacing any articles or things the destruction of which may be rendered necessary by such disease and shall at all times comply with any State of the Local Authority Act or Regulation.

14. **INFLAMMABLE LIQUIDS, GASES OR OTHER MATERIALS:**

a) A Proprietor or occupier of a Lot shall not bring to, do or keep anything in his Lot which shall increase the rate of fire insurance on any property on the Group Title Plan or which may conflict with the Laws and/or Regulations relating to fires or any insurance policy upon any property on the Group Title Plan or the Regulations or ordinances of any State or the Local Authority for the time being in force.

b) A Proprietor or occupier of a Lot shall not use any chemicals, burning fluids, acetylene gas or alcohol in lighting or heating the premises, nor in any other way cause or increase the risk of fire or explosion in his Lot.

15. **DISPLAY OF BY-LAWS:**

a) A copy of these By-laws (or a precis thereof approved by the Committee) shall be exhibited on a Notice Board on the common property.

b) A copy of these By-laws and House Rules must also be displayed in a prominent position within the Lot, and be part of the Residential Tenancy Agreement.

16. DUTIES OF THE BODY CORPORATE

- a) The Body Corporate shall ensure that the overall appearance of any improvements on the common property of the parcel shall remain uniform and will ensure that all external surfaces and all gardens and lawns are kept in a state of good repair and reasonable wear and tear.
- b) Where the Body Corporate expends money to make good damage caused by a Breach of the Building Units and Group Titles Act 1980-1988, or of these By-laws by any Proprietor or occupier of a Lot or the guests, servants, employees, agents, children, invitees or licensees of the Proprietor of a Lot, the Committee shall be entitled to recover the amount so expended as a debt in any action in any Court of competent jurisdiction from the Proprietor of the Lot at the

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

18. DISPLAY HOMES/SIGNAGE:

- (a) While the original Proprietor remains a Proprietor of any Lot in the Building Units Plan, it and its officers servants and/or agents shall be entitled to use any Lot of which it is the registered owner as a display unit and shall be entitled to allow prospective purchasers to inspect the improvements on the Lot.

19. USE OF LOTS:

- a) Subject to By-law 24 a Proprietor or occupier of a Lot shall not use that Lot or permit the same to be used otherwise than as a private residence nor for any purpose that may cause a nuisance or hazard or for any illegal or immoral purpose or for any other purpose that may endanger the safety or good reputation of persons residing within the strata scheme.
- b) Subject to By-law 24 a Proprietor or occupier of a Lot shall not operate or permit to be operated upon the parcel any radio, short wave radio, transmitter, telecommunications device or electronic equipment so as to interfere with any domestic appliance or apparatus (including a radio or television receiver) lawfully in use upon the common property or in any other Lot.
- c) A Proprietor or occupier of a Lot shall not use any water closets or other fixtures in the building for any purpose other than for which they were constructed and shall not deposit or throw any sweepings, rubbish or solid matter into the same or otherwise cause the obstruction of common property drainage services.
- d) A Proprietor or occupier of a Lot shall keep the same in a good state of preservation and cleanliness and shall take all reasonable steps to control and exterminate therein all vermin insects or other pests.

20. Behaviour of Invitees:

a) A Proprietor or occupier of a Lot shall take all reasonable steps to ensure that his invitees comply with the provisions of the By-laws when upon a Lot or common property and in the event of his inability for any reason to ensure such compliance by any invitee he shall thereupon:-

- i) withdraw the invitation of that person to be upon a Lot or common property; and
- ii) ensure that such person immediately leaves the parcel

b) The Proprietor or occupier of a Lot shall be liable to compensate the Body Corporate in respect of all damage to the common property or personal property vested in it caused by such Proprietor, occupier or their invitees.

c) A Proprietor of a Lot which is the subject of a lease or licence agreement, shall take all reasonable steps, including any action available to him under any such lease or licence agreement, to ensure that any lessee or licensee or other occupier of the Lot or their invitees comply with the provisions of the By-laws.

21. Security of the Parcel:

a) The Committee of the Body Corporate may take all reasonable steps to ensure the security of the parcel and Body Corporate personal property and the observance of these By-laws and without limiting the generality of the foregoing may:-

- i) close off any part of the common property not required for ingress or egress to a Lot or car parking space on either a temporary or permanent basis or otherwise restrict the access to or use by Proprietors or occupiers of any such part of the common property;
- ii) permit any designated part of the common property to be used by any security person, firm or company (to the exclusion of Proprietors or occupiers generally) as a means of monitoring the security and general safety of the parcel;
- iii) obtain, install and maintain locks, alarms, communications systems and other security devices.

b) If the Committee of the Body in the exercise of any of its powers under these By-laws restricts the access of Proprietors 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 Proprietors free of charge and thereafter may at its discretion make additional numbers thereof available to Proprietors upon payment of such reasonable charges therefore as may be determined from time to time by the Committee.

-8- (9 Durham Street) continued

- c) A Proprietor or occupier of a Lot to whom any key or any operation system is given pursuant to these By-laws shall exercise a high degree of caution and responsibility in making the same available for use by any occupier of a Lot and shall take reasonable precautions (which shall include an appropriate covenant in any lease or licence of a Lot to any such occupier) to ensure return thereof to the Proprietor or the Body Corporate upon the occupier ceasing to be an occupier.
- d) A Proprietor or occupier of a Lot into whose possession any key or operating system referred to in these By-laws has come, shall, not without the prior approval in writing of the Body Corporate duplicate the same or cause or permit the same to be duplicated and shall take all reasonable precautions to ensure that the same is not lost or handed to any person other than another Proprietor or occupier and is not disposed of otherwise than by returning to the Body Corporate.
- e) A Proprietor or occupier of a Lot who is issued with a key or operating system referred to in these By-laws shall immediately notify the Body Corporate if the same is lost or misplaced.

22. Exclusive Use - Carparks:

The Proprietors of Lots 1-4 inclusive and Lots 9, 11 & 12 shall be entitled to the exclusive use for themselves and their licensees or invitees for the purpose of a carport and for no other purpose whatsoever of those parts of the common property shown on the carpark plan attached hereto (being the plan marked Plan 1) and marked with corresponding numbers. The Proprietor to which such use has been granted shall be solely responsible for the maintaining the area in a clean and tidy condition at all times; in the event that such Proprietor does not upkeep such area, the Body Corporate shall be entitled at the cost of the Proprietor to enter into and maintain the same, and the cost thereof shall be a debt due by the respective Proprietor to the Body Corporate payable upon demand.

23. Exclusive Use - Courtyards. The Proprietors of Lots 1, 2, 3 and 4 shall be entitled to the exclusive use for themselves and their licensees or invitees for the purpose of a courtyard and for no other purpose whatsoever of those parts of the common property shown on the courtyard plan attached hereto (being the plan marked Plan 2) and marked with corresponding numbers. The Proprietor to which such use has been granted shall be solely responsible for the maintaining the area in a clean and tidy condition at all times; in the event that such Proprietor does not upkeep such area, the Body Corporate shall be entitled at the cost of the Proprietor to enter into and maintain the same, and the cost thereof shall be a debt due by the respective Proprietor to the Body Corporate payable upon demand.

24. Exclusive Management/Caretaking/Letting Lot 1 (the "Manager's Lot") in the parcel may be used for both residential purposes and for the purpose of management and caretaking of the parcel and for the letting of lots in the parcel on behalf of the Proprietors and the rendering of services to occupiers of Lots in the parcel. The Proprietors of the Manager's Lot may with the prior consent of the committee of the Body Corporate display in locations approved by the committee signs or notices on the Manager's Lot and common property for the purposes of offering for letting any Lot in the parcel and the provision of services. For the purposes aforesaid the Body Corporate shall have the power to grant (by appropriate ordinary resolution) to the Proprietor of the Manager's Lot the right to carry on exclusively in and from the parcel the business of manager/caretaker inclusive of the right to effect lettings of Lots in the parcel and for that purpose to enter into appropriate agreements on such terms and conditions as the Body Corporate may deem fit. The Body Corporate shall not permit any other person to provide such management/caretaking or letting selling or reception services in or about the common property and the Body Corporate shall be empowered in the agreement entered into with the Proprietor of the Manager's Lot to enter into covenants terms and conditions whereby the Body Corporate covenants not to appoint any other person to act as its Manager/Caretaker/Letting Agent for the parcel and the Body Corporate further covenants that if any other person other than the Manager appointed by the Body Corporate pursuant to the Agreement entered into attempts to use any part of the parcel for the purpose of conducting a business of manager/caretaker/letting agent than the Body Corporate will use all reasonable endeavours (so far as it is able and at the expense of the Manager appointed under the Agreement) to effect a termination of that unauthorised business. This By-law and the provision and privileges herein conferred shall confer (and are intended to confer) on Lot 1 and the Proprietor thereof special privileges in respect of common property as provided for in Section 30(7) of the Act.

22. Exclusive Use - Carparks:

The Proprietors of Lots 1-4 inclusive and Lots 9, 11 & 12 shall be entitled to the exclusive use for themselves and their licensees or invitees for the purpose of a carport and for no other purpose whatsoever of those parts of the common property shown on the carpark plan attached hereto (being the plan marked Plan 1) and marked with corresponding numbers. The Proprietor to which such use has been granted shall be solely responsible for the maintaining the area in a clean and tidy condition at all times; in the event that such Proprietor does not upkeep such area, the Body Corporate shall be entitled at the cost of the Proprietor to enter into and maintain the same, and the cost thereof shall be a debt due by the respective Proprietor to the Body Corporate payable upon demand.

23. Exclusive Use - Courtyards. The Proprietors of Lots 1, 2, 3 and 4 shall be entitled to the exclusive use for themselves and their licensees or invitees for the purpose of a courtyard and for no other purpose whatsoever of those parts of the common property shown on the courtyard plan attached hereto (being the plan marked Plan 2) and marked with corresponding numbers. The Proprietor to which such use has been granted shall be solely responsible for the maintaining the area in a clean and tidy condition at all times; in the event that such Proprietor does not upkeep such area, the Body Corporate shall be entitled at the cost of the Proprietor to enter into and maintain the same, and the cost thereof shall be a debt due by the respective Proprietor to the Body Corporate payable upon demand.

24. Exclusive Management/Caretaking/Letting Lot 1 (the "Manager's Lot") in the parcel may be used for both residential purposes and for the purpose of management and caretaking of the parcel and for the letting of lots in the parcel on behalf of the Proprietors and the rendering of services to occupiers of Lots in the parcel. The Proprietors of the Manager's Lot may with the prior consent of the committee of the Body Corporate display in locations approved by the committee signs or notices on the Manager's Lot and common property for the purposes of offering for letting any Lot in the parcel and the provision of services. For the purposes aforesaid the Body Corporate shall have the power to grant (by appropriate ordinary resolution) to the Proprietor of the Manager's Lot the right to carry on exclusively in and from the parcel the business of manager/caretaker inclusive of the right to effect lettings of Lots in the parcel and for that purpose to enter into appropriate agreements on such terms and conditions as the Body Corporate may deem fit. The Body Corporate shall not permit any other person to provide such management/caretaking or letting selling or reception services in or about the common property and the Body Corporate shall be empowered in the agreement entered into with the Proprietor of the Manager's Lot to enter into covenants terms and conditions whereby the Body Corporate covenants not to appoint any other person to act as its Manager/Caretaker/Letting Agent for the parcel and the Body Corporate further covenants that if any other person other than the Manager appointed by the Body Corporate pursuant to the Agreement entered into attempts to use any part of the parcel for the purpose of conducting a business of manager/caretaker/letting agent than the Body Corporate will use all reasonable endeavours (so far as it is able and at the expense of the Manager appointed under the Agreement) to effect a termination of that unauthorised business. This By-law and the provision and privileges herein conferred shall confer (and are intended to confer) on Lot 1 and the Proprietor thereof special privileges in respect of common property as provided for in Section 30(7) of the Act.