

Seller disclosure statement



Queensland
Government

Property Law Act 2023 section 99

Form 2, Version 1 | Effective from: 1 August 2025

WARNING TO BUYER – This statement contains important legal and other information about the property offered for sale. You should read and satisfy yourself of the information in this statement before signing a contract. You are advised to seek legal advice before signing this form. You should not assume you can terminate the contract after signing if you are not satisfied with the information in this statement.

WARNING – You must be given this statement before you sign the contract for the sale of the property.

This statement does not include information about:

- » flooding or other natural hazard history
- » structural soundness of the building or pest infestation
- » current or historical use of the property
- » current or past building or development approvals for the property
- » limits imposed by planning laws on the use of the land
- » services that are or may be connected to the property
- » the presence of asbestos within buildings or improvements on the property.

You are encouraged to make your own inquiries about these matters before signing a contract. You may not be able to terminate the contract if these matters are discovered after you sign.

Part 1 – Seller and property details

Seller **SHARON ROSE SMITH and RODNEY KEITH SMITH**

Property address
(referred to as the
“property” in this
statement)

3 WAREENA CRESCENT, GLENVALE QLD 4350

Lot on plan description **122/SP176883**

Community titles scheme
or BUGTA scheme:

Is the property part of a community titles scheme or a BUGTA scheme:

☐ **Yes**

☒ **No**

*If Yes, refer to Part 6 of this statement
for additional information*

*If No, please disregard Part 6 of this statement
as it does not need to be completed*

Part 2 – Title details, encumbrances and residential tenancy or rooming accommodation agreement

Title details

The seller gives or has given the buyer the following—

A title search for the property issued under the *Land Title Act 1994* showing interests registered under that Act for the property.

☒ **Yes**

A copy of the plan of survey registered for the property.

☒ **Yes**

Registered encumbrances	Registered encumbrances, if any, are recorded on the title search, and may affect your use of the property. Examples include easements, statutory covenants, leases and mortgages. You should seek legal advice about your rights and obligations before signing the contract.						
Unregistered encumbrances (excluding statutory encumbrances)	There are encumbrances not registered on the title that will continue ☒ Yes ☐ No to affect the property after settlement. Note—If the property is part of a community titles scheme or a BUGTA scheme it may be subject to and have the benefit of statutory easements that are NOT required to be disclosed. Unregistered lease (if applicable) If the unregistered encumbrance is an unregistered lease, the details of the agreement are as follows: <table border="1" data-bbox="972 474 1453 648"> <tr> <td>» the start and end day of the term of the lease:</td> <td>30/07/2025 - 03/08/2026</td> </tr> <tr> <td>» the amount of rent and bond payable:</td> <td>\$540 Rent & \$2160 Bond</td> </tr> <tr> <td>» whether the lease has an option to renew:</td> <td>Nil</td> </tr> </table> Other unregistered agreement in writing (if applicable) If the unregistered encumbrance is created by an agreement in writing, and is not an unregistered lease, a copy of the agreement is given, together with relevant plans, if any. ☐ Yes Unregistered oral agreement (if applicable) If the unregistered encumbrance is created by an oral agreement, and is not an unregistered lease, the details of the agreement are as follows:	» the start and end day of the term of the lease:	30/07/2025 - 03/08/2026	» the amount of rent and bond payable:	\$540 Rent & \$2160 Bond	» whether the lease has an option to renew:	Nil
» the start and end day of the term of the lease:	30/07/2025 - 03/08/2026						
» the amount of rent and bond payable:	\$540 Rent & \$2160 Bond						
» whether the lease has an option to renew:	Nil						
Statutory encumbrances	There are statutory encumbrances that affect the property. ☒ Yes ☐ No <i>If Yes, the details of any statutory encumbrances are as follows:</i> As per Annexed Before You Dig.						
Residential tenancy or rooming accommodation agreement	The property has been subject to a residential tenancy agreement or a rooming accommodation agreement under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> during the last 12 months. ☒ Yes ☐ No If Yes, when was the rent for the premises or each of the residents' rooms last increased? (<i>Insert date of the most recent rent increase for the premises or rooms</i>) 21 December 2024 Note—Under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> the rent for a residential premises may not be increased earlier than 12 months after the last rent increase for the premises. As the owner of the property, you may need to provide evidence of the day of the last rent increase. You should ask the seller to provide this evidence to you prior to settlement.						

Part 3 – Land use, planning and environment

WARNING TO BUYER – You may not have any rights if the current or proposed use of the property is not lawful under the local planning scheme. You can obtain further information about any planning and development restrictions applicable to the lot, including in relation to short-term letting, from the relevant local government.

Zoning	The zoning of the property is (<i>Insert zoning under the planning scheme, the Economic Development Act 2012; the Integrated Resort Development Act 1987; the Mixed Use Development Act 1993; the State Development and Public Works Organisation Act 1971 or the Sanctuary Cove Resort Act 1985, as applicable</i>): Low Density Residential	
Transport proposals and resumptions	The lot is affected by a notice issued by a Commonwealth, State or local government entity and given to the seller about a transport infrastructure proposal* to: locate transport infrastructure on the property; or alter the dimensions of the property. ☐ Yes ☒ No The lot is affected by a notice of intention to resume the property or any part of the property. ☐ Yes ☒ No <i>If Yes, a copy of the notice, order, proposal or correspondence must be given by the seller.</i>	
Contamination and environmental protection	The property is recorded on the Environmental Management Register or the Contaminated Land Register under the <i>Environmental Protection Act 1994</i>. ☐ Yes ☒ No The following notices are, or have been, given: A notice under section 408(2) of the <i>Environmental Protection Act 1994</i> (for example, land is contaminated, show cause notice, requirement for site investigation, clean up notice or site management plan). ☐ Yes ☒ No A notice under section 369C(2) of the <i>Environmental Protection Act 1994</i> (the property is a place or business to which an environmental enforcement order applies). ☐ Yes ☒ No A notice under section 347(2) of the <i>Environmental Protection Act 1994</i> (the property is a place or business to which a prescribed transitional environmental program applies). ☐ Yes ☒ No	
Trees	There is a tree order or application under the <i>Neighbourhood Disputes (Dividing Fences and Trees) Act 2011</i> affecting the property. ☐ Yes ☒ No <i>If Yes, a copy of the order or application must be given by the seller.</i>	
Heritage	The property is affected by the <i>Queensland Heritage Act 1992</i> or is included in the World Heritage List under the <i>Environment Protection and Biodiversity Conservation Act 1999</i> (Cwlth). ☐ Yes ☒ No	
Flooding	Information about whether the property is affected by flooding or another natural hazard or within a natural hazard overlay can be obtained from the relevant local government and you should make your own enquires. Flood information for the property may also be available at the FloodCheck Queensland portal or the Australian Flood Risk Information portal.	
Vegetation, habitats and protected plants	Information about vegetation clearing, koala habitats and other restrictions on development of the land that may apply can be obtained from the relevant State government agency.	

Part 4 – Buildings and structures

WARNING TO BUYER – The seller does not warrant the structural soundness of the buildings or improvements on the property, or that the buildings on the property have the required approval, or that there is no pest infestation affecting the property. You should engage a licensed building inspector or an appropriately qualified engineer, builder or pest inspector to inspect the property and provide a report and also undertake searches to determine whether buildings and improvements on the property have the required approvals.

Swimming pool	There is a relevant pool for the property. If a community titles scheme or a BUGTA scheme – a shared pool is located in the scheme. Pool compliance certificate is given. OR Notice of no pool safety certificate is given.	☐ Yes ☒ No ☐ Yes ☐ No ☐ Yes ☐ No ☐ Yes ☐ No
Unlicensed building work under owner builder permit	Building work was carried out on the property under an owner builder permit in the last 6 years. <i>A notice under section 47 of the Queensland Building and Construction Commission Act 1991 must be given by the seller and you may be required to sign the notice and return it to the seller prior to signing the contract.</i>	☐ Yes ☒ No
Notices and orders	There is an unsatisfied show cause notice or enforcement notice under the <i>Building Act 1975</i>, section 246AG, 247 or 248 or under the <i>Planning Act 2016</i>, section 167 or 168. The seller has been given a notice or order, that remains in effect, from a local, State or Commonwealth government, a court or tribunal, or other competent authority, requiring work to be done or money to be spent in relation to the property. <i>If Yes, a copy of the notice or order must be given by the seller.</i>	☐ Yes ☒ No ☐ Yes ☒ No
Building Energy Efficiency Certificate	If the property is a commercial office building of more than 1,000m², a Building Energy Efficiency Certificate is available on the Building Energy Efficiency Register.	
Asbestos	The seller does not warrant whether asbestos is present within buildings or improvements on the property. Buildings or improvements built before 1990 may contain asbestos. Asbestos containing materials (ACM) may have been used up until the early 2000s. Asbestos or ACM may become dangerous when damaged, disturbed, or deteriorating. Information about asbestos is available at the Queensland Government Asbestos Website (asbestos.qld.gov.au) including common locations of asbestos and other practical guidance for homeowners.	

Part 5 – Rates and services

WARNING TO BUYER – The amount of charges imposed on you may be different to the amount imposed on the seller.

Rates

Whichever of the following applies—

The total amount payable* for all rates and charges (without any discount) for the property as stated in the most recent rate notice is:

Amount:

Date Range:

OR

The property is currently a rates exempt lot.** ☐

OR

The property is not rates exempt but no separate assessment of rates ☐
is issued by a local government for the property.

*Concessions: A local government may grant a concession for rates. The concession will not pass to you as buyer unless you meet the criteria in section 120 of the *Local Government Regulation 2012* or section 112 of the *City of Brisbane Regulation 2012*.

** An exemption for rates applies to particular entities. The exemption will not pass to you as buyer unless you meet the criteria in section 93 of the *Local Government Act 2009* or section 95 of the *City of Brisbane Act 2010*.

Water

Whichever of the following applies—

The total amount payable as charges for water services for the property as indicated in the most recent water services notice* is:

Amount:

Date Range:

OR

There is no separate water services notice issued for the lot; however, an estimate of the total amount payable for water services is:

Amount:

Date Range:

* A water services notices means a notice of water charges issued by a water service provider under the *Water Supply (Safety and Reliability) Act 2008*.

Part 6 – Community titles schemes and BUGTA schemes

(If the property is part of a community titles scheme or a BUGTA scheme this Part must be completed)

WARNING TO BUYER – If the property is part of a community titles scheme or a BUGTA scheme and you purchase the property, you will become a member of the body corporate for the scheme with the right to participate in significant decisions about the scheme and you will be required to pay contributions towards the body corporate's expenses in managing the scheme. You will also be required to comply with the by-laws. By-laws will regulate your use of common property and the lot.

For more information about living in a body corporate and your rights and obligations, contact the Office of the Commissioner for Body Corporate and Community Management.

Body Corporate and Community Management Act 1997	The property is included in a community titles scheme. ☐ Yes ☒ No (If Yes, complete the information below)
Community Management Statement	A copy of the most recent community management statement for the scheme as recorded under the <i>Land Title Act 1994</i> or another Act is given to the buyer. ☐ Yes Note—If the property is part of a community titles scheme, the community management statement for the scheme contains important information about the rights and obligations of owners of lots in the scheme including matters such as lot entitlements, by-laws and exclusive use areas.
Body Corporate Certificate	A copy of a body corporate certificate for the lot under the <i>Body Corporate and Community Management Act 1997</i>, section 205(4) is given to the buyer. ☐ Yes ☐ No If No— An explanatory statement is given to the buyer that states: ☐ Yes » a copy of a body corporate certificate for the lot is not attached; and » the reasons under section 6 of the <i>Property Law Regulation 2024</i> why the seller has not been able to obtain a copy of the body corporate certificate for the lot.
Statutory Warranties	Statutory Warranties—If you enter into a contract, you will have implied warranties under the <i>Body Corporate and Community Management Act 1997</i> relating to matters such as latent or patent defects in common property or body corporate assets; any actual, expected or contingent financial liabilities that are not part of the normal operating costs; and any circumstances in relation to the affairs of the body corporate that will materially prejudice you as owner of the property. There will be further disclosure about warranties in the contract.

Building Units and Group Titles Act 1980	The property is included in a BUGTA scheme ☐ Yes ☒ No (If Yes, complete the information below)
Body Corporate Certificate	A copy of a body corporate certificate for the lot under the <i>Building Units and Group Titles Act 1980</i>, section 40AA(1) is given to the buyer. ☐ Yes ☐ No If No— An explanatory statement is given to the buyer that states: ☐ Yes » a copy of a body corporate certificate for the lot is not attached; and » the reasons under section 7 of the <i>Property Law Regulation 2024</i> why the seller has not been able to obtain a copy of the body corporate certificate for the lot. Note—If the property is part of a BUGTA scheme, you will be subject to by-laws approved by the body corporate and other by-laws that regulate your use of the property and common property.

Signatures – SELLER

Sharon Smith

Sharon Smith (Mar 4, 2026 10:27:13 GMT+10)

Signature of seller

Rodney Smith

Rodney Smith (Mar 4, 2026 10:34:37 GMT+10)

Signature of seller

Sharon Smith

Name of Seller

Rodney Smith

Name of Seller

03/04/2026

Date

03/04/2026

Date

Signatures – BUYER

By signing this disclosure statement the buyer acknowledges receipt of this disclosure statement before entering into a contract with the seller for the sale of the lot.

Signature of buyer

Signature of buyer

Name of buyer

Name of buyer

Date

Date

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Title Reference:	50556044	Search Date:	02/03/2026 17:46
Date Title Created:	31/05/2005	Request No:	55250805
Previous Title:	50515030		

ESTATE AND LAND

Estate in Fee Simple

LOT 122 SURVEY PLAN 176883
Local Government: TOOWOOMBA

REGISTERED OWNER

Dealing No: 722475965 16/05/2023

SHARON ROSE SMITH
RODNEY KEITH SMITH

JOINT TENANTS

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 10013021 (POR 273)
2. MORTGAGE No 722475966 16/05/2023 at 13:06
BENDIGO AND ADELAIDE BANK LIMITED A.C.N. 068 049 178

ADMINISTRATIVE ADVICES

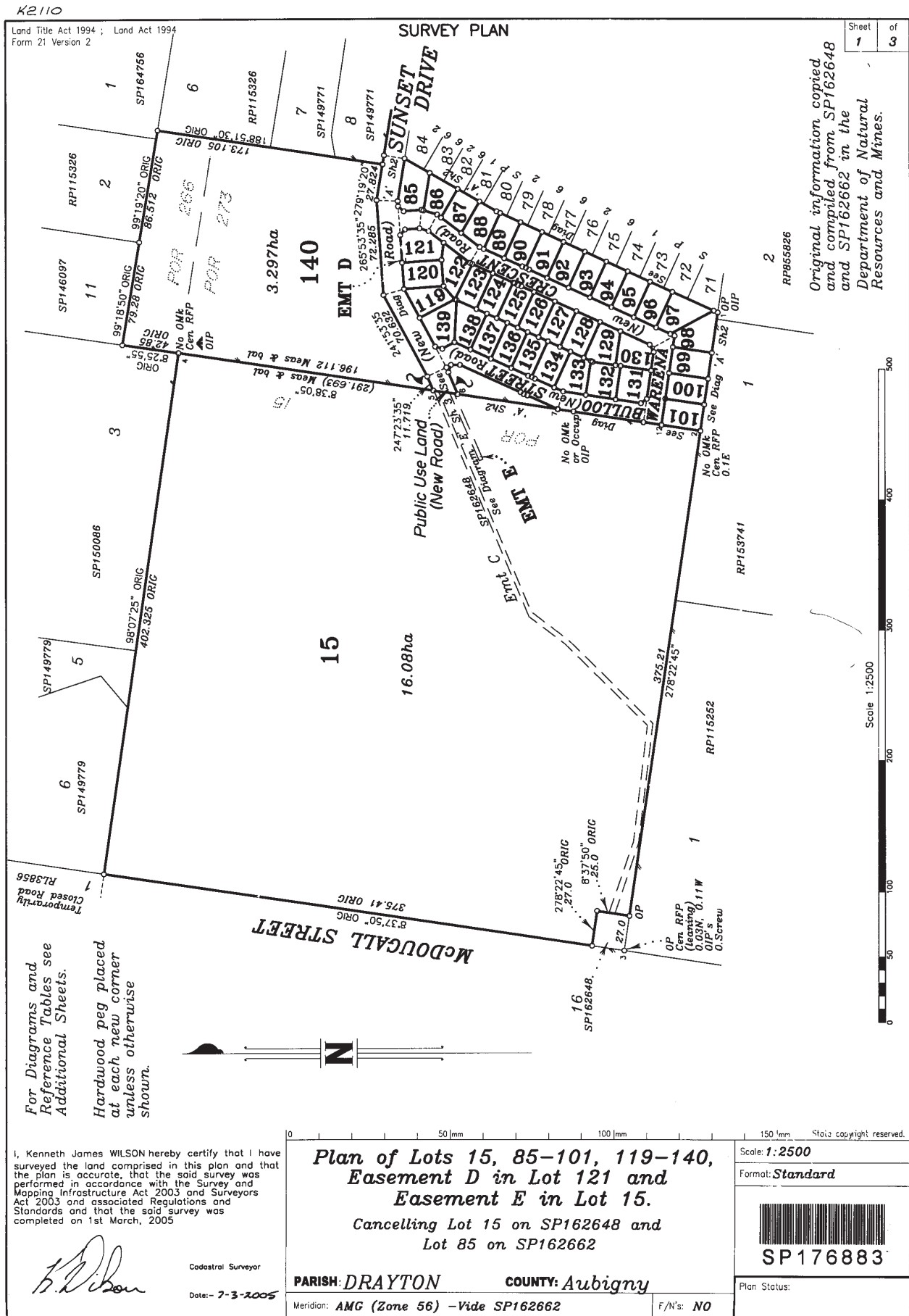
NIL

UNREGISTERED DEALINGS

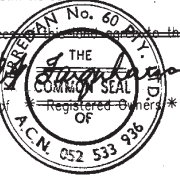
NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **



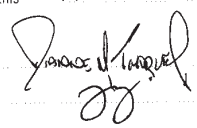
708687382 \$2759.70 25/05/2005 15:04 TA 400 NT		WARNING : Folded or Mutilated Plans will not be accepted. Plans may be rolled. Information may not be placed in the outer margins.	
Registered		5. Lodged by <i>Murdoch Lawyers</i> <i>TA 964</i> (Include address, phone number, reference, and Lodger Code)	

1. Certificate of Registered Owners or Lessees. +/We <i>Kerredan No. 60 Pty Ltd</i> <i>A.C.N. 052 533 936 as trustee</i> <i>under instruments 701711884,</i> <i>L980517X, L757481P and</i> <i>L622042N</i> (Names in full) * as Registered Owners of this land agree to this plan and dedicate the Public Use Land as shown hereon in accordance with Section 50 of the Land Title Act 1994. * as Lessees of this land agree to this plan  <i>Sole Director</i> Signature of Registered Owner * Lessee * Rule out whichever is inapplicable	6. Existing <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Title Reference</th> <th>Lot</th> <th>Plan</th> <th>Lots</th> <th>Emts</th> <th>Road</th> </tr> </thead> <tbody> <tr> <td><i>CT50494735</i></td> <td><i>15</i></td> <td><i>SP162648</i></td> <td><i>15</i></td> <td><i>E</i></td> <td><i>New Road</i></td> </tr> <tr> <td><i>CT50515030</i></td> <td><i>85</i></td> <td><i>SP162662</i></td> <td><i>85-101, 119-140</i></td> <td><i>D</i></td> <td><i>New Road</i></td> </tr> </tbody> </table> Administrative Advices NIL	Title Reference	Lot	Plan	Lots	Emts	Road	<i>CT50494735</i>	<i>15</i>	<i>SP162648</i>	<i>15</i>	<i>E</i>	<i>New Road</i>	<i>CT50515030</i>	<i>85</i>	<i>SP162662</i>	<i>85-101, 119-140</i>	<i>D</i>	<i>New Road</i>
Title Reference	Lot	Plan	Lots	Emts	Road														
<i>CT50494735</i>	<i>15</i>	<i>SP162648</i>	<i>15</i>	<i>E</i>	<i>New Road</i>														
<i>CT50515030</i>	<i>85</i>	<i>SP162662</i>	<i>85-101, 119-140</i>	<i>D</i>	<i>New Road</i>														

Mortgage Allocation		
Dealing	Lots Fully Encumbered	Lots Partially Encumbered
<i>704910447</i>	<i>15</i>	
<i>707382960</i>	<i>85-101, 119-140</i>	

Encumbrance Easement Allocations		
Dealing	Easement	Lots to be Encumbered
<i>707731789</i>	<i>C on SP162648</i>	<i>15</i>

NOTE: "The balance of Easement B on SP162649 has been fully absorbed by New Road."

2. Local Government Approval. * <i>Toowoomba City Council</i> hereby approves this plan in accordance with the : % <i>Integrated Planning Act 1997</i> Dated this <i>19th</i> day of <i>May 2005</i>  # Mayor  # Authorised Signatory * Insert the name of the Local Government. % Insert Integrated Planning Act 1997 or # insert designation of signatory or delegation Local Government (Planning & Environment) Act 1990	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"> 7. Portion Allocation : 8. Map Reference : 9242-11314 9. Locality : <i>Glenvale</i> 10. Local Government : <i>Toowoomba City Council</i> 11. Passed & Endorsed : By : <i>K.J. Wilson</i> Date : <i>7/03/05</i> <i>20-5-2005</i> Signed : <i>K.J. Wilson</i> Designation : <i>Cadastral Surveyor</i> </td> <td style="width: 50%; vertical-align: top;"> 12. Building Format Plans only. I certify that : * As far as it is practical to determine, no part of the building shown on this plan encroaches onto adjoining lots or road; * Part of the building shown on this plan encroaches onto adjoining * lots and road Cadastral Surveyor/Director * Date *delete words not required </td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"> 13. Lodgement Fees : Survey Deposit \$ Lodgement \$ New Titles \$ Photocopy \$ Postage \$ TOTAL \$ </td> <td style="width: 50%; vertical-align: bottom;"> 14. Insert Plan Number SP176883 </td> </tr> </table>	7. Portion Allocation : 8. Map Reference : 9242-11314 9. Locality : <i>Glenvale</i> 10. Local Government : <i>Toowoomba City Council</i> 11. Passed & Endorsed : By : <i>K.J. Wilson</i> Date : <i>7/03/05</i> <i>20-5-2005</i> Signed : <i>K.J. Wilson</i> Designation : <i>Cadastral Surveyor</i>	12. Building Format Plans only. I certify that : * As far as it is practical to determine, no part of the building shown on this plan encroaches onto adjoining lots or road; * Part of the building shown on this plan encroaches onto adjoining * lots and road Cadastral Surveyor/Director * Date *delete words not required	13. Lodgement Fees : Survey Deposit \$ Lodgement \$ New Titles \$ Photocopy \$ Postage \$ TOTAL \$	14. Insert Plan Number SP176883
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13. Lodgement Fees : Survey Deposit \$ Lodgement \$ New Titles \$ Photocopy \$ Postage \$ TOTAL \$	14. Insert Plan Number SP176883				

3. Plans with Community Management Statement : CMS Number : Name :	4. References : Dept File : Local Govt : <i>RAL/2002/1018</i> Surveyor : <i>K2110</i>
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SUNSET DRIVEDiagram 'B'
Not to Scale15 0.585...
No OMk.
3.509
Emt C
SP162648
No OMk.
SUNSET DRIVE
Diagram 'D'
Not to ScaleDiagram 'A'
Scale 1:800

120

EASEMENT D

121

140

EMT D DRIVEPublic
Use
Land
(New Road)
9442m²
Emt E
See Diag E
Sh3

15

15

No OMk
or Occup
OIP

See Diag 'C'

BULLOO (New)**WAREENA CRESCENT (New Road)**No OMk
Cen. RFP
0.1E

RP153741

RP855826

Diagram 'C'
Not to Scale**WAREENA CRESCENT (New Road)**
State copyright reserved.Insert
Plan
Number
SP176883

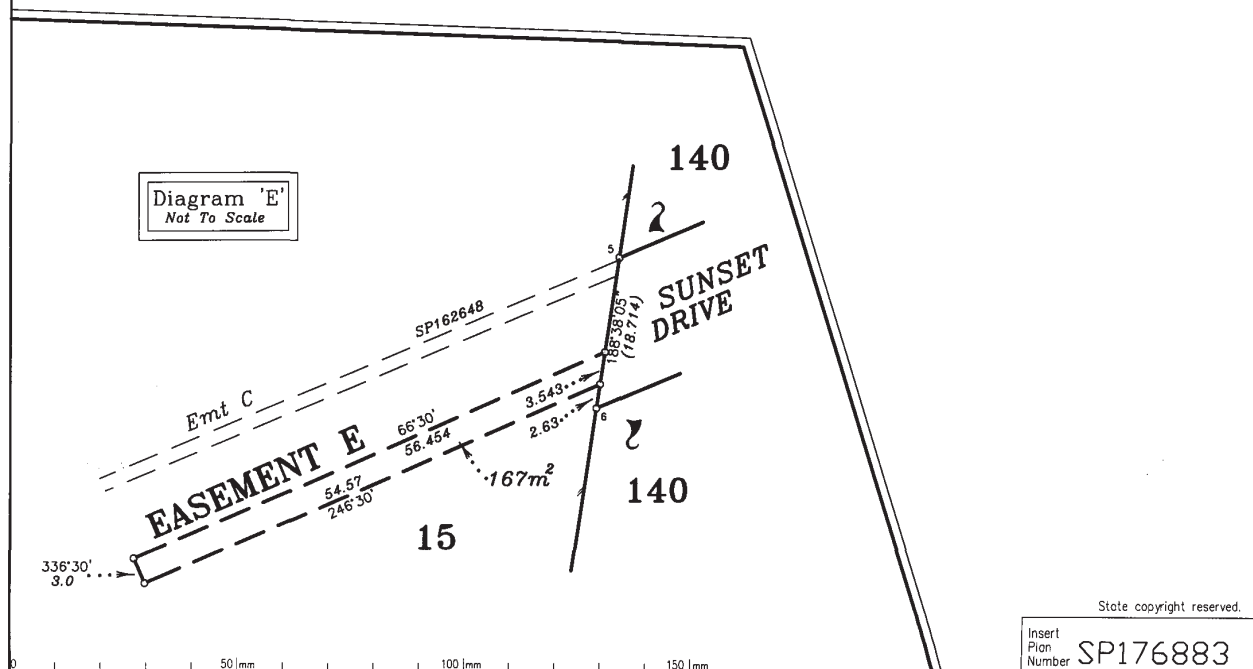
0 50mm 100mm 150mm

Reference Marks

Stn	To	Origin	Bearing	Distance
1	OIP	SP162662	5°32'	1.2
2	Pin		12°14' 20"	5.97
3	OIP	RP115252	198°31' 20"	54.995
3	OIP	SP162648	338°40'	1.63
3	O.Screw in Conc	SP162648	280°41'	20.525
4	OIP	RP135498	275°51'	1.007
8	Pin		280°33'	21.17
12	Pin		280°34'	44.8
13	Pin		11°40'	0.8
14	Pin		205°46'	1.04
18	Pin		229°50'	1.0
20	OIP	SP162662	97°26'	0.79
22	OIP	SP149771	56°32'	0.92
24	Pin		294°43' 20"	26.11
25	Pin		241°45'	0.78
28	Pin		102°14'	1.32
31	Pin		208°41'	1.46
34	Pin		316°04'	1.15
36	Pin		194°40'	0.5
39	Pin		76°27'	1.27
40	Pin		318°21'	1.3
42	Pin		17°11'	1.57

Permanent Marks

PM	Origin	Bearing	Distance	Number
1-PM		62°51' 45"	66.183	144104
20-PM		95°27'	44.935	144103

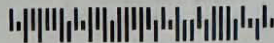


RATE NOTICE

P 131 872 | F 1800 448 882 | info@tr.qld.gov.au | www.tr.qld.gov.au
PO Box 3021 Toowoomba QLD 4350 | Toowoomba Regional Council | ABN 99 788 305 360



This information was prepared as at 30 JAN 2026



093742-022414

BD 042

SHARON ROSE SMITH AND RODNEY KEITH
SMITH
263 KEARNEY STREET
TOP CAMP QLD 4350

REFERENCE NO: 5184212

ISSUE DATE: 6 FEB 2026

DUE DATE: 11 MAR 2026

AMOUNT DUE: 269.29

VALUATION: Averaged Value 197,500

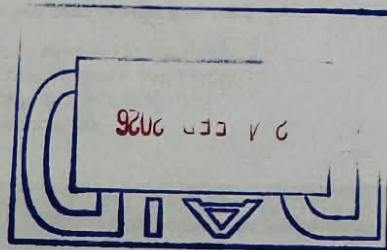
PROPERTY LOCATION: 3 Wareena Crescent, GLENVALE QLD 4350

PROPERTY DESCRIPTION: Lot 122 SP176883

SUMMARY OF CHARGES

Rates and Charges for the half-year ending 30 JUN 2026

Opening Balance as at 30 JAN 2026	1,165.00CR
Rates and Charges (see over)	1,363.46
Discount (see over)	54.97CR
State Emergency Management Levy (see over)	125.80



Total amount payable if received by 11 MAR 2026 269.29

Total amount payable if not received by the due date 324.26

in cr \$ 50.17

FREQUENTLY ASKED QUESTIONS

I've recently purchased this property, why do I have to pay full rates?

Most likely your solicitor has allowed for the rates in your settlement. Please check your settlement statement to confirm this or contact your solicitor and/or agent.

How to view my rates account online?

Your rate notice may show an opening balance (debit or credit). The opening balance is made up of any unpaid rates and charges and/or payments made since your last notice. You can view receipts, rate notices or water rate notices, create an arrangement to pay or check your current balances online as a registered user at www.tr.qld.gov.au/propertydetails

Do I need to call to change my postal address?

You can update your postal address as well as other details and services here at: www.tr.qld.gov.au/requests or contact the customer service centre on 131 872.

HOW TO PAY - for a full list of payment options please see over the page



Biller Code: 18366
Ref: 5184212

BPAY® this payment via Internet or phone banking.

BPAY View® - View and pay this bill using Internet banking.

BPAY View Registration No.: 5184212

* Registered to BPAY Pty Ltd ABN 69 079 137 518

BPAY VIEW

Are you using the right Biller Code



Available on the
App Store



Pay using your
smartphone



Download the
Snip App and
scan the code
to pay now.



**Post
Billpay**

Pay in-store at Australia Post



*414 005184212



**24/7 phone
payment**
Phone
1300 451 206

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WATER RATE NOTICE

P 131 872 | F 1800 448 882 | info@tr.qld.gov.au | www.tr.qld.gov.au
PO Box 3021 Toowoomba QLD 4350 | Toowoomba Regional Council | ABN 99 788 305 360



This information was prepared as at 10 OCT 2025



093125 - 027705 - 1/2 - BD 042 4350

SHARON ROSE SMITH AND RODNEY KEITH SMITH
263 KEARNEY STREET
TOP CAMP QLD 4350

REFERENCE NO: **5184212**
ISSUE DATE: **17 OCT 2025**
DUE DATE: **19 NOV 2025**
AMOUNT DUE: **331.84**

PROPERTY LOCATION: 3 Wareena Crescent, GLENVALE QLD 4350
PROPERTY DESCRIPTION: Lot 122 SP176883

SUMMARY OF CHARGES

Water Infrastructure Charge for period ending 31 DEC 2025	
Opening Balance as at 10 OCT 2025	455.71CR
Water Infrastructure Charge (See Over)	397.27
Water Consumption Charge (See Water Advice)	410.14
Discount on Water Infrastructure Charge @ 5%	19.86CR

Total amount payable if received by 19 NOV 2025 **331.84**

Total amount payable if not received by the due date **351.70**

FREQUENTLY ASKED QUESTIONS

I've recently purchased this property, why do I have to pay full rates?

Most likely your solicitor has allowed for the rates in your settlement. Please check your settlement statement to confirm this or contact your solicitor and/or agent.

What period does this water consumption charge cover?

Where applicable a detailed water advice is included. This provides a breakdown of when your meter was read and the period these charges cover.

How to view my rates account online?

Your rate notice may show an opening balance (debit or credit). The opening balance is made up of any unpaid rates and charges and/or payments made since your last notice. You can view receipts, rate notices or water rate notices, create an arrangement to pay or check your current balances online as a registered user at www.tr.qld.gov.au/propertydetails

Do I need to call to change my address?

You can update your postal address as well as other details and services here at www.tr.qld.gov.au/requests or contact the customer service centre on **131 872**.



093125 - 027705

HOW TO PAY - for a full list of payment options please see over the page



Biller Code: 18366
Ref: 5184212

BPAY® this payment via Internet or phone banking.
BPAY View® - View and pay this bill using Internet banking.
BPAY View Registration No.: 5184212

* Registered to BPAY Pty Ltd ABN 69 079 137 518

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*414 0005184212



**24/7 phone
payment
phone**
1300 451 206

General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008



Part 1 Tenancy details

Item 1

1.1 Lessor

Name/trading name Smith and Smith C/O Hot Property (AUS)

Address

C/- Qld Hot Property Management Pty Ltd as Trustee for Qld Hot Property Management Unit Trust t/a Hot Property (AUS)

2/200 Hume Street, East Toowoomba

QLD

Postcode 4350

1.2 Phone

Mobile

07 4637 8633

Email

hello@hotproperty.realestate

Item 2

2.1 Tenant/s

1. Full name/s Deshaja Yukth Akuratiya Gamage

Phone

Email

Emergency contact full name/s

Emergency contact phone

Emergency contact email

2. Full name/s Lakmini Rathnayake

Phone

Email

Emergency contact full name/s

Emergency contact phone

Emergency contact email

3. Full name/s

Phone

Email

Emergency contact full name/s

Emergency contact phone

Emergency contact 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 Qld Hot Property Management Pty Ltd ATF Qld Hot Property Management Unit Trust t/a Hot Property Aus

Address

Suite 2 / 200 Hume Street

East Toowoomba

QLD

Postcode 4350

3.2 Phone

Mobile

07 4637 8633

Email

hello@hotproperty.realestate



General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008



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

3 Wareena Cres
Glenvale QLD Postcode 4350

5.2 Inclusions provided.

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

As Per 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 30 / 7 / 2025 6.3 Ending on 3 / 8 / 2026

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

Item 7 Rent

\$ 540.00 per ☒ week ☐ fortnight ☐ month See clause 8(1)

Item 8 Rent must be paid on the

due date day of each week

Insert day. See clause 8(2) Insert week, fortnight or month

Item 9 Methods of rent payment

Insert the ways the rent must be paid. See clause 8(3)(a)

Method 1 Direct Debit from a Bank Account or Debit/Credit Card (via SimpleRent)
Method 2 Electronic Funds Transfer (EFT) or Direct Deposit (NAB)

Details for direct credit

BSB no. 084-961 Bank/building society/credit union National Australia Bank
Account no. 356274360 Account name Qld Hot Property Management Trust Account
Payment reference WAREGAMA

Item 10 Place of rent payment

Insert where the rent must be paid. See clause 8(6) to (8)

Qld Hot Property Management Trust Account



General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008



Item 10a **Day of last rent increase** Insert the day the rent was last increased for the premises

21 / 12 / 2024

Note: The lessor/lessor's agent must not increase, or propose to increase, the rent payable by a tenant less than 12 months after the last rent increase for the residential premises. Rent increase requirements do not apply to exempt lessors. The Act provides definitions for an exempt lessor.

Item 11 **Rental bond amount** \$ 2,160.00 See clause 13

Item 12 **12.1 The services supplied to the premises for which the tenant must pay** See clause 16

Electricity ☒ Yes ☐ No Any other service that a tenant must pay ☒ Yes ☐ No
 Gas ☒ Yes ☐ No Type Any service connected by the Tenant(s) See special terms (page 11)
 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	100%	Any other service stated in item 12.1	100%
Gas	100%	See special terms (page 11)	
Phone	100%		

Item 14 **How services must be paid for** Insert for each how the tenant must pay. See clause 16(d)

Electricity	Direct to Supplier
Gas	Direct to Supplier
Phone	Direct to Supplier
Any other service stated in item 12.1 See special terms (page 11)	Direct to Supplier

Item 15 **Number of persons allowed to reside at the premises** 2 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	Hot Property/Owner Preferred Tradespeople	Phone	07 4637 8633
Plumbing repairs	Hot Property/Owner Preferred Tradespeople	Phone	07 4637 8633
Other repairs	Hot Property/Owner Preferred Tradespeople	Phone	07 4637 8633

18.2 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 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.

- (6) In accordance with section 61 of the Act, a General Tenancy Agreement must include the day the rent for the premises was last increased, within the meaning of section 93, at the time the agreement is entered into. However, this does not apply if the lessor is an exempt lessor.

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 reletting costs under section 357A(3).

Note - For when the tenant may end this agreement early under the Act, see clause 36 and the information statement.
- (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 a way stated in this agreement for item 9; or
 - Note* - At least 2 ways for the tenant to pay the rent must be stated in this agreement. See section 83.
 - (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 the lessor intends to change the way rent is paid to a way that is not stated in this agreement for item 9 and no way is agreed to after the signing of this agreement - in a way the lessor proposes by written notice to the tenant under section 84A.
- (4) The lessor must give the tenant written notice advising of the costs associated with the ways to pay rent offered to the tenant that the tenant would not reasonably be aware of if the lessor or lessor's agent knows or could reasonably be expected to find out about the costs.
- (5) Also, the lessor must declare any financial benefit the lessor or lessor's agent may receive if the tenant uses a particular way to pay rent.
- (6) The rent must be paid at the place stated in this agreement for item 10.
- (7) 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.
- (8) 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) 12 months after the last rent increase for the premises under section 93.
- (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 increased rent is not payable before the end of the minimum period before the rent may be increased under section 93; and
 - (c) 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.
- 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, 166 and 166A

- (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 lessor must give the tenant copies of relevant documents about the amount payable to the relevant water supplier within 4 weeks after the lessor receives the documents.
- (6) The tenant is not required to pay an amount for the water consumption charges if the tenant has not received a copy of the documents about the amount payable to the relevant water supplier.
- (7) Subclause (8) applies if water consumption charges are payable for a period that includes part but not all of a period specified, or to be specified, in a water consumption charges document.

- (8) The tenant may be required to pay an amount calculated under section 166A using -
 - (a) a meter reading for the premises recorded in a condition report; and
 - (b) a reasonable estimate of the volume of water supplied to the premises during the period for which water consumption charges are payable by the tenant mentioned in subclause (8); and
 - (c) the rate used to calculate the water consumption charge stated in the most recent water consumption charges document.
- (9) 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.
- (10) 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.

water consumption charges document means a document, issued to the lessor by the relevant water supplier, stating the amount of water consumption charges for the premises that are payable to the supplier.

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 generally - 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 206-209

- (1) The tenant may attach a fixture, or make a structural change, to the premises only if -
 - (a) the tenant gives the lessor a request, in the approved form, for approval to attach the fixture or make the structural change; and
 - (b) the lessor approves the request; and
 - (c) for body corporate premises—the body corporate approves the request.

Note - Fixtures are generally items permanently attached to land or to a building that are intended to become part of the land or building. Attaching a fixture may include, for example, gluing, nailing or screwing the fixture to a wall.
- (2) The lessor must -
 - (a) decide the request -
 - (i) within 28 days after receiving the request; or
 - (ii) if the premises are not body corporate premises—within a longer period, if agreed to by the tenant and lessor; and
 - (b) advise the tenant of the lessor's decision; and
 - (c) if the lessor approves the request and the premises are body corporate premises -
 - (i) state that the lessor's approval is subject to the approval of the body corporate; and
 - (ii) give the request to the body corporate within 28 days after receiving the request; and
 - (iii) advise the tenant as soon as reasonably practicable of the body corporate's decision about the request.
- (3) If the lessor approves the request, the lessor must give the tenant an agreement that -
 - (a) is in writing; and
 - (b) describes the nature of the fixture or structural change; and
 - (c) states any conditions of the agreement, including any conditions given by the body corporate.

Examples of terms-

- that the tenant must maintain the fixture in a particular way
- that the tenant must remove the fixture
- that the tenant must repair damage caused by removing the fixture
- that the lessor must compensate the tenant for the fixture if the tenant can not remove it

- (4) The tenant must comply with any conditions given by the lessor or body corporate.

- (5) In this clause—
body corporate premises means premises—
- that are part of a body corporate scheme; and
 - for which, under a body corporate law or body corporate by-law, the approval of the body corporate is required for the attachment of a fixture, or the making of a structural change, to the premises.

27A Action by lessor for breach of agreement about fixture or structural change – s 209A

- This clause applies if—
 - the tenant attaches a fixture, or makes a structural change, to the premises; and
 - the lessor's approval is required under section 208 to attach the fixture or make the structural change; and
 - the tenant does not attach the fixture, or make the structural change, in accordance with the lessor's agreement.
- The lessor may —
 - take action for a breach of a term of this agreement; or
 - waive the breach (that is, not take action for the breach) and treat the fixture or structural change as an improvement to the premises for the lessor's benefit (that is, treat the fixture or structural change as belonging to the lessor, without having to compensate the tenant for it).
- In this clause —
lessor's agreement means the agreement given to the tenant by the lessor under section 208 about attaching the fixture, or making the structural change, to the premises.

28 Supply of locks and keys - s 210

- The lessor must supply and maintain all locks necessary to ensure the premises are reasonably secure.
- The lessor must give the tenant, or if there is more than 1 tenant, 1 of the tenants, a key for each lock that —
 - secures an entry to the premises; or
 - 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
 - is part of the premises.
- 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

- The lessor or tenant may change a lock at the premises only if —
 - the other party to this agreement agrees to the change; or
 - the lessor or tenant has a reasonable excuse for making the change; or
 - the lessor or tenant believes the change is necessary because of an emergency; or
 - the lock is changed to comply with an order of the tribunal.
- However, the tenant may also change a lock at the premises if the tenant —
 - believes the change is necessary to protect the tenant or another occupant of the premises from domestic violence; and
 - engages a locksmith or other qualified tradesperson to change the lock.
- The lessor or tenant must not act unreasonably in failing to agree to the change of a lock.
- 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 —
 - the other party agrees to not being given the key; or
 - a tribunal orders that the key not be given to the other party.
- 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.

- 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 —
 - the *Body Corporate and Community Management Act 1997*;
 - the *Building Units and Group Titles Act 1980*;
 - a body corporate by-law

Subdivision 4 Damage and repairs

30 Meaning of emergency and routine repairs - ss 214 and 215

- Emergency repairs** are works needed to repair any of the following —
 - a burst water service or serious water service leak;
 - a blocked or broken lavatory system;
 - a serious roof leak;
 - a gas leak;
 - a dangerous electrical fault;
 - flooding or serious flood damage;
 - serious storm, fire or impact damage;
 - a failure or breakdown of the gas, electricity or water supply to the premises;
 - a failure or breakdown of an essential service or appliance on the premises for hot water, cooking or heating;
 - a fault or damage that makes the premises unsafe or insecure;
 - a fault or damage likely to injure a person, damage property or unduly inconvenience a resident of the premises;
 - 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.
- Also, **emergency repairs** are works needed for the premises or inclusions to comply with the prescribed minimum housing standards.
- Routine repairs** are repairs other than emergency repairs.

31 Nominated repairer for emergency repairs - s 216

- The lessor's nominated repairer for emergency repairs of a particular type must be stated either —
 - in this agreement for item 18; or
 - in a written notice given by the lessor to the tenant.
- Item 18 or the written notice must state —
 - the name and telephone number of the nominated repairer; and
 - whether or not the nominated repairer is the tenant's first point of contact for notifying of the need for emergency repairs.
- 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.
- This clause does not apply if —
 - the lessor has given the tenant a telephone number of the lessor; and
 - 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

- If the tenant knows the premises have been damaged, the tenant must give notice as soon as practicable of the damage.
- If the premises need routine repairs, the notice must be given to the lessor.
- If the premises need emergency repairs, the notice must be given to —
 - the nominated repairer for the repairs; or
 - if there is no nominated repairer for the repairs or the repairer can not be contacted — the lessor.
- 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 lessor 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 after 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 after 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.

Refer to Annexure A

Names of Approved Occupants: **Deshaja Yukth Akuratiya Gamage, Lakmini Rathnayake (2 x Tenants)**

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.**



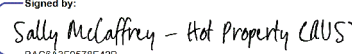
Other languages: You can access a free interpreter service by calling the RTA on 1300 366 311 (Monday to Friday, 8:30am to 5:00pm).

Signature of lessor/agent

Name/trading name

Sally McCaffrey - Hot Property

Signature

Signed by:

BAC6A3F9578E42B...

Date / /

24-06-2025

Signature of tenant 1

Print name

Deshaja Yukth Akuratiya Gamage

Signature

Signed by:

444EBF0537FD41A...

Date / /

19-06-2025

Signature of tenant 2

Print name

Lakmini Rathnayake

Signature

Signed by:

FBCA6B221A66413...

Date / /

24-06-2025

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) subject to the lessor's obligations under clause 25(1)(e) and 25(2)(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.

REIQ Accredited Agency

Special Condition

General Tenancy - Smoking Not Allowed on Premises

SMOKING NOT ALLOWED ON PREMISES

- (a) The Tenant must not, or allow any other person to, use or smoke tobacco or other smoke producing substance within any dwelling on the premises.
- (b) For the purposes of this Special Term a dwelling contained on the Premises shall include any enclosed area, room or structure attached to the dwelling, including but not limited to any garage, sunroom or enclosed veranda. A dwelling shall include any structure on the Premises designed to be used as a residence for human habitation.

INITIALS (Note: initials not required if signed with Electronic Signature)

000039129833



Information Statement Form 17a

Pocket guide for tenants – houses and units

*Residential Tenancies and Rooming Accommodation Act 2008
(Section 67)*

Changes to Queensland tenancy laws came into effect on 1 May 2025 and included updates to the rental application process, entry notice periods, entry frequency, protecting privacy, disclosing benefits and a revised process to request fixtures and structural changes.

Learn more about these changes at rta.qld.gov.au or call us on 1300 366 311.

The Residential Tenancies Authority (RTA) is the Queensland Government statutory body that administers the *Residential Tenancies and Rooming Accommodation Act 2008*. The RTA provides tenancy information and support, bond management, dispute resolution, education services, and compliance and enforcement.

When renting...

You must

- pay the rent on time
- keep the property clean and undamaged and leave it in the same condition it was in when you moved in (fair wear and tear excepted)
- abide by the terms of the tenancy agreement
- respect your neighbours' right to peace and quiet

The property owner/manager must

- ensure the property is vacant, clean and in good repair at the start of the tenancy
- only collect personal information from the tenant during the tenancy if it is related to management of the premises
- securely store, handle and destroy any personal information gathered during the tenancy as prescribed by the Act
- respect your privacy and comply with entry requirements
- carry out repairs and maintenance
- meet all health and safety laws
- lodge your bond with the RTA
- provide the day the rent for the premises was last increased in the tenancy agreement.

Your tenancy details

Property owner/manager contact details

Bond number

Tenancy end date

Emergency repairs contact/s

This information is for general guidance only. It is not legal advice. The RTA cannot guarantee the accuracy or completeness of the information provided. For more information refer to the *Residential Tenancies and Rooming Accommodation Act 2008*.

Moving in

Application process

Property managers/owners must require prospective tenants to apply for a residential tenancy agreement using the approved form that complies with the Act. The standardised tenancy application form is the RTA's [Rental application \(Form 22\)](#). The application form must not request any information beyond what is specified in the RTA's Rental application (Form 22). Rules apply to the collection, storage, and destruction of personal information gathered during the application process.

Tenancy agreement

A [General tenancy agreement \(Form 18a\)](#), also called a lease, is a legally binding written contract between you and the property owner/manager. It must include standard terms and may include special terms (e.g. pool maintenance). It must also include the day the rent for the premises was last increased except where renting through an exempt property manager/owner.

You and the property owner/manager must sign the agreement and you should be given a copy.

Period of tenancy agreement:

- Fixed term agreement – has a start date and an end date and you agree to rent the property for a fixed amount of time (e.g. 12 months)
- Periodic agreement – when you agree to rent the property for an unspecified amount of time (there will be a start date but no end date)

Unit/townhouse/apartment by-laws

If you are renting in a unit, townhouse or apartment complex you may have body corporate by-laws to comply with. The property manager/owner should give you a copy of the relevant by-laws when you start the tenancy. These are a set of rules relevant to your complex or building and form part of your tenancy agreement.

For information regarding body corporate laws, please visit the [Body Corporate Commissioner's website](#).

Bond

A rental bond is a security deposit you pay at the start of a tenancy and is lodged with the RTA. The property owner/manager must not hold your bond. The maximum bond allowed to be taken is equivalent to four weeks' rent, regardless of the weekly rent amount.

You can lodge your bond directly with the RTA using [RTA Web Services](#). Alternatively, once the bond is paid, the property owner/manager must give you a receipt and complete a Bond lodgement online or provide you with a paper [Bond lodgement \(Form 2\)](#) which you must sign. The property owner/manager must lodge the bond with the RTA within 10 days. Check with the property owner/manager. You will receive notification from the RTA once the bond has been lodged.

Bond increases

Your bond can be increased if your rent is increased. Any extra bond money paid by you must be lodged with the RTA by the property owner/manager or you. You can do this directly via [RTA Web Services](#). The maximum bond allowed to be taken is equivalent to four weeks' rent, regardless of the weekly rent amount.

Rent

Generally you will be asked to pay rent in advance before, or when, you move in.

- For a fixed term agreement: a maximum of 1 month's rent in advance
- For a periodic agreement: a maximum of 2 weeks rent in advance

Your property manager/owner cannot, at the start of a new tenancy, solicit, accept or invite you to pay more rent in advance than what is allowed under tenancy law, or accept rent greater than this amount.

You can't be asked to pay more rent until the rent in advance has been used up.

When rent is paid electronically, you must arrange for the money to leave your account on a certain day, and the rent is considered paid on this day.

Property managers/owners must offer you at least two ways to pay rent. One of these ways must not exceed reasonable transactional costs (costs beyond standard transaction fees), and it must be reasonably accessible to you.

Before signing a tenancy agreement, property managers/owners must provide a written notice outlining any associated costs incurred by using the payment methods offered.

Property managers/owners must disclose any financial benefits they may receive if you use a specific rent payment method.

Rent increases

Rent can only be increased if it has been at least 12 months since the current rent amount became payable for the residential premises.

Rent cannot be increased during a fixed term agreement unless it is stated in the agreement and even then 2 months notice (in writing) must be given.

Rent can be increased in a periodic agreement by giving 2 months notice (in writing).

Under the Act, the date of the last rent increase must be included in the tenancy agreement. You have the right to request written proof of the last rent increase during the tenancy, and your property manager or owner must provide this information within 14 days. However, these requirements do not apply in the following cases:

- Exempt Lessors: the Act outlines who qualifies as an exempt lessor.
- For properties purchased between 6 June 2023 and 6 June 2025: the requirement to include the date of the last rent increase in the tenancy agreement and to provide evidence of a rent increase upon the tenant's request does not apply if the new owner or property manager does not have information about the previous rent increase.
- For properties being rented for the first time: the date of the last rent increase is the date the property is first rented.

Note: A property manager or owner is considered to have evidence of the last rent increase if they or their agent (such as a real estate agent, property manager, or lawyer) has this information.

If you are concerned the rent increase may be less than 12 months since the last increase for the residential premises, you can ask the property manager/owner in writing to provide evidence of the last increase.

Some rent increase rules do not apply to exempt property managers/owners. The Act provides definitions for an exempt property manager/owner.

Rent decreases

Rent decreases may occur when there is a drop in the standard of the property, a decrease in services provided (e.g. the availability of car parking), or if a natural disaster (e.g. flooding, fire) makes the property partially unfit to live in. Any agreement about a rent decrease should be put in writing and signed by the property owner/manager and you.

If rent has been decreased and later returns to the original amount, this change is not considered a rent increase within the 12-month limits under the Act.

Water usage

You can be charged full water consumption costs only if the property owner/manager meets a specific set of conditions. Check your tenancy agreement and our website for more detail.

Water bills may be issued quarterly or half-yearly. Check with your property owner/manager how often and when bills are issued. These bills must be provided by a property manager/owner within 4 weeks of receiving the document or you do not have to pay.

Electricity/gas/phone/internet

Check your tenancy agreement – in most cases you will need to arrange connection and pay for the services. Check with the property owner/manager to clarify arrangements for internet or TV connections, satellite dish installation or solar electricity rebates (if applicable).

For general service charges in tenancy agreements and moveable dwellings, where you pay for utilities or other services, a property manager/owner must provide you with a copy of the document from the relevant service provider that shows the charges. This must be done within 4 weeks of the property manager/owner receiving the document.

This requirement applies to individually metered utilities for moveable dwellings and it does not include service charges or utilities services that are included in the rent.

Entry condition report

The property owner/manager must give you an [Entry condition report \(Form 1a\)](#).

It is important for you to take the time and check the condition of the property at the start of the tenancy. This will help to avoid disputes about the condition of the property when you move out. You must complete the report and return a signed copy to the property owner/manager within 7 days. The property owner/manager must give you a copy of the signed final report within 14 days.

To prevent disputes, the RTA strongly advises both parties ensure the meter reading is recorded in both entry and exit conditions reports at the beginning and end of the tenancy.

The RTA also recommends taking photos and attaching them to the report as proof of the condition of the property.

During a tenancy

Maintenance

You are responsible for looking after the property and keeping it, and any inclusions (like the oven), clean. The property owner/manager is responsible for ensuring the property is fit to live in and in a good state of repair, including carrying out general repairs and maintenance during your tenancy. They must also make sure the property complies with any health and safety laws.

Minimum housing standards

Minimum housing standards, aim to ensure all Queensland rental properties are safe, secure and functional.

The property must meet minimum housing standards when you move in and throughout the tenancy agreement.

Routine repairs

You should notify the property owner/manager of any necessary repairs. They will generally carry out repairs or organise someone to do them. You should not carry out repairs without written consent.

If you have notified the property owner/manager of a repair – by email, maintenance request, or a [Notice to remedy breach \(Form 11\)](#) – and they don't make the repair within a reasonable time, you can apply for free dispute resolution at the RTA and may have the option to apply for a repair order from the Tribunal after conciliation.

When entering the property for repairs the property owner/manager must provide the appropriate entry notice period. If you or your guests damage the property, you will have to pay for the repairs.

What to do for emergency repairs

If the property owner/manager or nominated repairer listed on your tenancy agreement (or the front page of this guide) cannot be contacted, you can:

1. arrange for a qualified person to carry out emergency repairs to a maximum value of 4 weeks rent (check your tenancy agreement to clarify what is an emergency repair).

If you pay the repairer, you will need to give the receipt to the property owner/manager who must pay you back within 7 days. Keep copies of all receipts. Alternatively, you can ask the property owner/manager to pay the repairer directly.

2. Make an urgent application to the Tribunal for a repair order for the emergency repair.

Applying for a repair order

To avoid issues with enforceability of a repair order you are encouraged to list all relevant parties – including the property owner in the application to QCAT. Although QCAT determines the content and specifics of a repair order, including the property owner on the application may help to clarify accountability, support compliance, and

encourage timely repairs. The property owner's details may be found in the tenancy agreement or by contacting the managing party for the rental property.

Learn more about how to apply for a repair order in the [Repair orders fact sheet](#).

Smoke alarms

Property owners/managers must install, maintain and replace smoke alarms in rental properties, in line with Queensland legislation. Visit Queensland Fire Department (fire.qld.gov.au) for more information. You also have responsibilities including testing and cleaning smoke alarms and replacing batteries (unless the battery is built into the smoke alarm in a way that prevents the battery being removed). See our website for more information.

Fixtures

Fixtures and structural changes can only be made with the property manager's/owner's written consent. You are required to use the [Request for approval to attach fixtures or make structural changes \(Form 23\)](#), to request permission from a property manager/owner to attach fixtures or make structural changes to the premises. A property manager/owner must respond to your request in writing within 28 days after receiving the request. You cannot attach fixtures or make structural changes to the premises solely because your property manager/owner has not responded within the 28 day timeframe.

If you proceed to attach fixtures or make structural changes to the premises without agreement you are in breach of the agreement.

A tenant experiencing domestic and family violence can arrange for a qualified tradesperson to change the locks in their rental property to ensure their personal safety. The tenant must provide copies of the keys to the property owner/manager unless the property owner/manager agrees to not being given a copy of the key.

A tenant cannot change locks to common property in community title schemes.

Requesting to rent with a pet

If you wish to keep a pet at the property, you must seek written approval from the property owner using a [Request for approval to keep a pet in rental property \(Form 21\)](#).

The property owner must respond in writing within 14 days after receiving your request.

- If they approve, they can outline additional reasonable conditions for the approval of the pet. You may agree to the outlined conditions or try to negotiate.
- If they do not approve the request, they must provide a specific reason under the legislation for rejecting the request.

When considering keeping a pet, you must also adhere to other applicable rules such as house rules, local council laws or body corporate by-laws.

Inspections and viewings

Routine inspections can be carried out every 3 months to ensure the property is well cared for and there are no maintenance or health and safety issues.

The property owner/manager may also need to enter the property for repairs or a viewing if it is being re-let or put up for sale. In most cases they must give you an [Entry notice \(Form 9\)](#) before they can enter. However, they may enter in an emergency or if you verbally agree with the entry. Entry must occur at a reasonable time. Visit our website for more details.

If your property manager/owner serves you a [Notice to leave \(Form 12\)](#) or you issue a [Notice of intention to leave \(Form 13\)](#), a property owner/manager cannot enter the property more than 2 times within a 7 day period while that notice is in effect. It's important to note that if a Notice to leave (Form 12) is issued at the beginning of the tenancy, the entry limit of twice in 7 days will apply for the entirety of the notice period.

The limitation does not apply where the entry is:

- by mutual agreement with a tenant
- to comply with the *Fire Services Act 1990* in relation to smoke alarms
- to comply with the *Electrical Safety Act 2022* in relation to approved safety switches
- where a property manager/owner reasonably believes that entry is necessary to protect the premises or its contents from imminent or further damage.

For open home inspections (when multiple inspections occur at the same time), your written consent must be sought by the property owner/manager.

Sub-letting and co-tenancies

If you want to rent out a room or part of the property, you must seek written permission from the property manager/owner and they must have good reason to say no.

Check your tenancy agreement first, talk to your property owner/manager and get any agreed arrangements in writing. Head-tenants have the same responsibilities as a property owner/manager including giving their sub-tenant a receipt for bond money paid and lodging the bond with the RTA.

Problems

If you do something wrong

If you breach the agreement, the property owner/manager can issue a [Notice to remedy breach \(Form 11\)](#).

Example: you don't pay the rent as per the tenancy agreement and it remains unpaid for 7 days or more or you do not keep the property in the agreed condition.

If you don't fix the problem you may be given a [Notice to leave \(Form 12\)](#) by the property owner/manager.

If the property owner/manager does something wrong

If the property owner/manager breaches the agreement, you can issue a [Notice to remedy breach \(Form 11\)](#).

Example: the property owner/manager fails to keep the property well maintained, does not respond to a repair request or enters the property without the correct notice.

If you have notified the property owner/manager of a repair and they have not taken action within a reasonable timeframe, you may have the option to apply to the Tribunal for a repair order.

Resolving problems

Good communication is the key to resolving most problems. Find out your rights and responsibilities and talk to the property owner/manager directly. If this does not work, the RTA's free and impartial dispute resolution service may be able to help. If it remains unresolved, you may be able to take the matter to the Queensland Civil and Administrative Tribunal (QCAT).

Extending your fixed term tenancy

If you want to stay on under a new fixed term agreement, and there are no changes other than the end date, you and the property owner/manager should sign a letter or statement that includes the new date.

If there are changes to any of the terms of the agreement, the property owner/manager will need to prepare a new written tenancy agreement and you must both sign it before the old one ends. If there is a significant change (e.g. a rent increase you think is excessive) you can dispute it, but only after you've signed the new agreement.

Note: that the rent cannot be increased unless at least 12 months have passed since the last rent increase and a property manager/owner must offer you at least two ways to pay rent. One of these ways must not exceed reasonable transactional costs (costs beyond standard transaction fees), and it must be reasonably accessible to you.

If the end date of a fixed term agreement goes by without any contact between you and the property owner/manager, it continues as a periodic agreement.

Moving out

Ending your fixed term or periodic agreement

You cannot move out at the end of a fixed term agreement without giving notice.

If you wish to leave you must give 14 days notice in writing. If the property manager/owner wants you to leave they must give you 2 months notice.

You must continue to pay rent until you move out.

You must leave the property in the same condition it was in before you moved in, fair wear and tear excepted.

Remember to disconnect your electricity, gas, telephone and internet from your current property and re-direct your mail when you move out.

Breaking your tenancy agreement

If you break the tenancy agreement (e.g. you decide to leave early), you may be responsible for reletting costs.

Reletting costs for fixed-term agreements are calculated based on how much of the lease has expired. The specific reletting costs depend on how much of the agreed tenancy duration has passed when you vacated:

- Less than 25% = 4 weeks rent
- 25% to less than 50% = 3 weeks rent
- 50% to less than 75% = 2 weeks rent
- 75% or more = 1 week's rent
- For agreements up to 3 years it's the lower amount of the specified reletting costs or the rent until a new tenant moves in.

Excessive hardship

If you experience excessive hardship and are unable to continue the tenancy, you can make an urgent application to QCAT to end the tenancy.

Examples of excessive hardship can include serious illness or loss of employment.

The person applying to QCAT will need to show evidence of their circumstances. QCAT may make orders regarding compensation to the property owner/manager and terminating the tenancy from an agreed date.

Exit condition report

You should complete an [Exit condition report \(Form 14a\)](#). It shows the condition of the property when you leave and compares it to the condition of the property when you moved in. If possible you should try to arrange a final inspection with your property owner/manager.

The property owner/manager should complete their side of the report, sign it and return a copy to you within 3 business days of receiving it.

To prevent disputes, the RTA strongly advises both parties ensure the meter reading is recorded in both entry and exit conditions reports at the beginning and end of the tenancy.

The RTA also recommends taking photos and attaching them to the report to prove the condition of the property.

Getting your bond back

You get your bond back at the end of the tenancy as long as no money is owed to the property owner/manager for rent, damages or other costs. You can apply to have your bond money returned on, or after, the expiry date for the notice ending the tenancy. You need to provide the RTA with your contact details, forwarding address and bank account details to receive your bond refund. You can update your details quickly and easily online using [RTA Web Services](#).

Bonds can only be refunded into Australian bank accounts. The quickest and easiest way to get your bond back is an agreed refund between you and your property owner/manager.

Rental bonds lodged on or after 30 September 2024 will require supporting evidence to be provided to you when a property manager/owner claims or disputes a bond refund request. This must be done within 14 days of the bond claim or dispute. Not providing supporting evidence to you when a claim or dispute is made against a bond is an offence.

For rental bonds lodged with the RTA before 30 September 2024, a 12 month transitional period from 30 September 2024 to 30 September 2025 applies. Evidence does not need to be provided for bond claims until after this period expires.

If you and the property owner/manager agree on the refund amount

You and the property owner/manager can request a bond refund online using [RTA Web Services](#). Alternatively, you and your property owner/manager must sign the paper based [Refund of rental bond \(Form 4\)](#) and submit it to the RTA. The RTA will refund the bond as directed within a few days.

If you and the property owner/manager disagree

The RTA encourages you and your property owner/manager to try and resolve any issues in the first instance. Either you or the property owner/manager can submit a bond refund form online using [RTA Web Services](#) or the paper based [Refund of rental bond \(Form 4\)](#).

The RTA will process the first refund request made (Party A). If the other person (Party B), whose signature/agreement is missing, disagrees with Party A's refund request, they can dispute the claim within the timeframe stated to prevent payment.

The RTA will send Party B a Notice of claim and Party B can disagree digitally via [Web Services](#) or submit a [Dispute resolution request \(Form 16\)](#) to the RTA by the due date. If the RTA does not receive a digital response via Web Services or a completed Form 16 from Party B within the 14 day period as stated on the notice, the bond will be paid out, as directed on Party A's bond refund form.

If Party B disagrees on the bond refund through the above process, it will commence the dispute process with the RTA's dispute resolution service where a conciliator will try to help resolve the disagreement. If agreement is reached, both parties will need to sign a bond refund form and the bond is paid out as what is agreed in this process.

If agreement is not reached, Party B (the person who disputed the refund form) can apply to QCAT for a decision. They must do so within 7 days and notify the RTA in writing of the QCAT application within the correct timeframe.

If no QCAT application is lodged by Party B within the 7 day timeframe, the RTA will pay the bond as directed on Party A's bond refund form. More details on dispute resolution are available at rta.qld.gov.au and information about QCAT can be found at qcat.qld.gov.au.

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Domestic and family violence support

Domestic and family violence in a rental property

Domestic and family violence is any form of violence or abuse where the abusive person is a spouse (including de facto), an intimate or dating partner, a family member or an informal carer.

A person who experiences domestic and family violence in a rental property has rights under tenancy law, even if they are not named on the tenancy agreement.

If someone in a rental property is experiencing domestic and family violence and no longer feels safe living in the property, they can end their interest in a tenancy agreement by providing the property owner or manager seven days notice of their intention to vacate supported by relevant evidence. They can vacate before 7 days but they are responsible for paying rent until the end of the 7 day notice period.

Tenants can complete a [Notice ending tenancy interest \(domestic and family violence\) \(Form 20\)](#) to end their interest in a tenancy agreement.

Tenants and property owners/managers can also complete a [Bond refund for persons experiencing domestic and family violence \(Form 4a\)](#) to request a rental bond refund for their bond contribution or a tenant's bond contribution due to a tenancy interest ending on grounds of experiencing domestic and family violence.

It is critical that property owners/managers maintain the privacy of a tenant who is experiencing domestic and family violence to ensure their safety. Penalties apply for those who do not follow the legislated requirements. Learn more about your rights and responsibilities at rta.qld.gov.au.

A person can also apply to QCAT to:

- end the tenancy agreement
- be listed as the tenant
- remove the name of the person who has committed an act of domestic violence from the tenancy agreement
- prevent their personal information being listed in a tenancy database where a breach of the agreement is a result of the actions of a person who has committed an act of domestic or family violence.

Every person has a right to feel safe and live free from violence. If there is violence in your home, you may be able to apply for a domestic violence order (DVO).

Visit the Queensland Courts website courts.qld.gov.au for more information on domestic violence orders.

If you are affected by domestic and family violence and/or sexual abuse, you can contact any of the organisations below for free and confidential support and assistance.

Contact information

Residential Tenancies Authority

w rta.qld.gov.au

t 1300 366 311 (Mon – Fri: 8:30am – 5pm)

Emergency

Police, firefighters or ambulance

t 000 (triple zero)

Tenants Queensland

w tenantsqld.org.au

t 1300 744 263

National Relay Service

Assistance for people who are deaf and/or find it hard hearing or speaking

t 133 677

Lifeline

Crisis support and suicide prevention services

t 13 11 14

DV Connect

Domestic, family and sexual violence support services

w dvconnect.org

t 1800 811 811 – Womensline

t 1800 600 636 – Mensline

t 1800 010 210 – Sexual Assault Hotline

1800 RESPECT

National sexual assault, domestic and family violence counselling service

w 1800respect.org.au

t 1800 737 732

Aboriginal Family Domestic Violence

Victims rights, counselling and financial assistance

t 1800 019 123



Other languages: You can access a [free interpreter service](#) by calling the RTA on 1300 366 311 (Monday to Friday, 8:30am to 5:00pm).

Stay informed

Sign up for **news** and **useful information** about renting in Queensland rta.qld.gov.au

Special Conditions

1. Occupation and use of Premises

The tenant must not permit persons other than the persons nominated in the item 2 of the Form 18a 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.

2. 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 the standard terms clause 34.

3. 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;
- (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 courtyards, lawns, hedges and gardens at the premises having regard to their condition at the commencement of the tenancy including mowing the lawns, trimming hedges, 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 standard terms 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 the relevant local laws, state laws and federal laws including but not limited to the *Animal Management (Cats & Dogs) Act 2008* (Qld) and the *Animal Care and Protection Act 2001* (Qld);
- (l) keep carpets clean and tidy during the tenancy, by spot clean or professional cleaning and any un-removable stains to be reported to the lessor or the lessor's agent. The tenant agree and acknowledge that the carpets are to be professionally cleaned and a tax invoice supplied to the lessor or the lessor's agent at the end of the tenancy, or as deemed necessary by the lessor or lessor's agent throughout the tenancy.

(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 at the end of the tenancy, fair wear and tear excepted;*
 - (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, fair wear and tear excepted; and
 - (g) remove all property other than that belonging to the lessor or on the premises at the start of the tenancy.
- (3) If the tenant do not maintain the gardens as required under special condition 3(1)(d), a contractor may be employed by the lessor or lessor's agent at the tenant's expense.
 - (4) 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.

4. Photographs of the Property During an Inspection

The tenant consents to photographs being taken on the property during an inspection arranged by the lessor or the lessor's agent in accordance with section 192(1)(a) of the Act, for the purposes of documenting the condition of the property at the time of the inspection.

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 of the Act.

5. Locks, 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. Rent will continue to be charged on a daily basis until these items have been returned.
- (4) Any lost or damaged keys, remotes or other such devices are to be replaced at the tenant's expense.

6. Early Termination by Tenant

- (1) If the tenancy is breached or the tenant chooses to end the tenancy before the time specified in Item 6 of the Form 18a, despite other provisions of this agreement, the lessor may claim from the tenant 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 earlier.

- (2) The lessor or lessor's agent may require the tenant to pay the reasonable costs (including advertising costs) of re-letting and attempting to re-let the premises as allowed under sections 173(2) and 420 of the Act.
- (3) The tenant is required to pay a 'Break Lease Fee' which is equal to one weeks rent plus GST in the event that the tenancy is breached or the tenant chooses to end the tenancy early.

7. Liability Excluded

- (1) The tenant shall be liable for and shall indemnify and defend the lessor or the lessor's agent, its directors, officers, employees and agent, 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.

8. 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 not that policy.
- (2) The lessor may claim from the tenant:-
 - (a) any increase in the premium of the lessor's insurance;
 - (b) any excess on claim by the lessor on the lessor's insurance; and
 - (c) any other cost and expense incurred by the lessor
 as a direct or indirect result of the tenant's negligent acts or omissions or breach of this agreement or obligations under the Act.

9. Tenant's Insurance

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

10. Smoke Alarm Obligations

The tenant must:-

- (1) test each smoke alarm in the premises:-
 - (a) *at lease once every twelve (12) months; or*
 - (b) if a fixed term tenancy is of less than twelve (12) months duration, but is held over under a periodic tenancy of twelve (12) months or more, at least once in the twelve (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 a 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 is aware of is almost spent, in accordance with the Information Statement provided to the tenant at the commencement of the tenancy;
- (3) advise to the lessor as soon as practicable if the tenant becomes aware that a smoke alarm in the premises has failed or is about to fail (other than because the batter is

almost spent). The lessor will replace the smoke alarm. If the fault is deemed to be at fault by the tenant's misuse or removal of an alarm, the tenant will be responsible for the costs of repairs or replacement.

Note: In interpreting the word "spent" when referred to a battery, the term is used to include reference to a battery which is faulty, 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 at the commencement of the tenancy:-
 - (a) at least once every twelve (12) months; or
 - (b) if a fixed term tenancy is of less than twelve (12) months duration, but is held over under a periodic tenancy of twelve (12) months or more, at least once in the twelve (12) month period.
- (5) 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 condition, such engagement shall be at the tenant's own cost and expense; and
- (6) 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.

11. 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; and
 - (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* (Qld) 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) obtain the lessor's consent regarding a proposed fence in accordance with clause 27 of the standard terms in the event that a compliance pool fence is required for a regulated pool; and
 - (d) construct and maintain the fence as required by the *Building Act 1975* (Qld) at the tenant's expense in the event that consent has been provided to the tenant by the lessor in accordance with clause 27 of the standard terms.
- (3) In accordance with Special Condition 11(1) and 11(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* (Qld), 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.

12. Electronic Signage

- (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.

13. Social Media

The tenant covenants to refrain from posting, commenting or distributing negative, harmful, defamatory or untrue information on any social media platform in respect to the lessor or the lessor's agent including in respect to the agent, the agent's business and any of the employees of the agent.

14. Pets

- (1) The parties acknowledge that in accordance with Item 17.1 and Item 17.2 of the Tenancy Details in the Form 18a and clause 24 of the standard terms, pets shall be permitted on the premises but only in accordance with clause 24 and as set out in this Special Condition 14.
- (2) The pets referred to in the Tenancy Details shall not be permitted inside any dwelling on the premises.
- (3) The above provisions do not apply to guide, hearing or assistance dogs.
- (4) If a pet has been approved and there is evidence of damage to the property or odour to the property including the carpet, walls and blinds it is at the lessor or the lessor's agents discretion to request the property to be repaired or replaced by the tenant at the tenant's expense.
- (5) For the purposes of this Special Condition 14, a dwelling contained on the premises shall include any enclosed area, room or structure attached to the dwelling, including but not limited to any garage, sunroom or enclosed veranda. A dwelling shall include any structure on the premises designed to be used as a residence for human habitation.

15. Smoking

- (1) The tenant must not allow any person including the tenant to use or smoke tobacco or other smoke producing substances within any dwelling on the premises.
- (2) The tenant and any guests may smoke outside provided that ashtrays are used and cigarette butts are disposed of correctly. No cigarette butts are to be disposed of onto driveways, courtyards, lawns or gardens and all cigarette butts are to be removed from the property once vacated.
- (3) For the purposes of this Special Condition 15, a dwelling contained on the premises shall include any enclosed area, room or structure attached to the dwelling, including but not limited to any garage, sunroom or enclosed veranda. A dwelling shall include any structure on the premises designed to be used as a residence for human habitation.

17. Bond Clean

Upon vacating the property, the tenant agrees to complete a full bond clean.

18. Polished Floorboards

The tenant agrees and acknowledges that if the property has polished timber floorboards the tenant will put in place felt feet or similar protection underneath all furniture to stop the floorboards from being scratched and damaged. In the event that the floors are damaged during the tenancy, the tenant covenants that they will be responsible for the cost of repolishing the floors at the end of the tenancy.

19. Picture Hooks, Nails, Sticky Tape & Blu-Tac

The tenant covenants that under no circumstances are any adhesive hooks, sticky tape, nails, blu-tac, screws or similar items are to be put on any walls, door, wardrobes or ceilings unless authorised in writing by the lessor or the lessor's agent. The tenant will be held responsible for the cost to repair any damage to paint or plaster.

20. Lease Expiry

The tenant will give two (2) weeks notice of intention to leave at the end of the tenancy, by completing the Notice of Intention to Leave (RTA Form 13). The two (2) weeks notice starts from the day the lessor or the lessor's agent receives the notice and acknowledges receipt of said notice.

21. Parking

The parties agree the tenant and the tenant's guests are not allowed to park or store vehicles, including trailers, on areas other than those designated for parking. The tenant is to ensure vehicles are not parked on the footpaths, grassed areas or on the nature strip.

22. Water Costs

The tenant covenants to pay water consumption charges if the property is currently water compliant, individually metered or at any time during the term of the tenancy that the property is made water-efficient and compliant. Invoices will be sent to the tenant and payment must be made within thirty (30) days from the date of the invoice. If the tenancy commences on or is terminated during a rated period, the amounts payable by the tenant will be determined on a pro-rata basis and calculated on the rates of the most recent invoice issued.

23. Access to Property Prior to Lease Expiry

If the term of the lease is not extended prior to expiry, then the tenant covenants to allow the lessor and the lessor's agent access at all reasonable times for the purpose of showing the property to prospective future tenants during the least month of the lease. The lessor or the lessor's agent will, if necessary, provide an Entry Notice (TRA Form 9) to the tenant before showing the property to prospective future tenants.

24. Lessor's Agent

- (1) Any obligation under this lease, including the standard terms and these special conditions, which require the tenant to notify the lessor, obtain the lessor's consent or have any other interaction with the lessor must be directed to the lessor's agent.
- (2) The tenant agrees and acknowledges that the lessor's obligations may be carried out by the lessor's agent.

25. General Maintenance

- (1) All maintenance requests must be submitted to the lessor's agent in writing by email or by hand-delivery.
- (2) The tenant will be responsible to pay the costs if a tradesperson is called out for a fault or repair which is in perfect working order or faulty due to the tenant's negligence or misuse.
- (3) The tenant covenants that all reasonable steps will first be taken to rectify any maintenance issues before submitting a request for maintenance to the lessor's agent, including ensuring no faulty appliances or equipment are causing power loss in the event the property is without power.
- (4) The tenant is responsible for the replacement of lightbulbs on the premises within reasonable reach. Any bulbs that are not functioning must be replaced prior to the tenant vacating the property.
- (5) The tenant is responsible for the regular maintenance of filters for air conditioners, clothes dryers, washing machines and dishwashers.
- (6) The tenant is responsible to change batteries in air conditioning remotes, garage remotes and smoke alarms when required or necessary.



 Suite 2, 200 Hume St, Toowoomba QLD 4350

 (07) 4637 8633

 hotproperty.realestate

26. Severability

If it is held by a Court of competent jurisdiction that:-

(a) any part of this lease is void, voidable, illegal, or unenforceable; or

(b) this lease would be void, voidable, illegal, or unenforceable unless any part of this lease were severed,

that part will be severable from and will not affect the continued operation of the rest of this

Certificate Of Completion

Envelope Id: 817AA359-4B0F-4366-9312-99606994BB7A

Status: Completed

Subject: Sign Request - Lease Renewal - 3 Wareena Cres - 30/07/2025-03/08/2026

Source Envelope:

Document Pages: 31

Signatures: 3

Envelope Originator:

Certificate Pages: 5

Initials: 0

Concierge

AutoNav: Enabled

concierge@realworks.com.au

Envelopeld Stamping: Enabled

IP Address: 3.25.60.134

Time Zone: (UTC+10:00) Brisbane

Record Tracking

Status: Original

Holder: Concierge

Location: DocuSign

11-06-2025 | 16:03

concierge@realworks.com.au

Signer Events

Deshaja Yukth Akuratiya Gamage

Deshaja.yukthi@gmail.com

Security Level: Email, Account Authentication
(None)

Signature

Signed by:

444EBF0537FD41A...

Signature Adoption: Drawn on Device

Using IP Address:

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Signed using mobile

Timestamp

Sent: 11-06-2025 | 16:03

Resent: 17-06-2025 | 09:57

Resent: 19-06-2025 | 12:22

Viewed: 19-06-2025 | 15:55

Signed: 19-06-2025 | 15:56

Electronic Record and Signature Disclosure:

Accepted: 11-06-2025 | 16:08

ID: 221d8e78-c93b-4074-9cac-64d915b4970f

Lakmini Rathnayake

lakminirathnayake20@gmail.com

Security Level: Email, Account Authentication
(None)

Signed by:

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Signature Adoption: Drawn on Device

Using IP Address:

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Signed: 24-06-2025 | 13:20

Electronic Record and Signature Disclosure:

Accepted: 19-06-2025 | 12:23

ID: 3e43a1f5-8a5d-4108-870a-40b2aa1b84d6

Sally McCaffrey - Hot Property (AUS)

sally@hotproperty.realestate

Security Level: Email, Account Authentication
(None)

Signed by:

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Signature Adoption: Pre-selected Style

Using IP Address: 115.70.79.106

Sent: 24-06-2025 | 13:20

Viewed: 24-06-2025 | 13:26

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Electronic Record and Signature Disclosure:

Accepted: 24-06-2025 | 13:26

ID: 92a94d05-6bb5-4cef-a849-a6ec51ba8d40

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11-06-2025 16:03
Certified Delivered	Security Checked	24-06-2025 13:26
Signing Complete	Security Checked	24-06-2025 13:27
Completed	Security Checked	24-06-2025 13:27
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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- ii. send us an email to sroberts@reiq.com.au and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify The Real Estate Institute of Queensland Limited - ISV License as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by The Real Estate Institute of Queensland Limited - ISV License during the course of your relationship with The Real Estate Institute of Queensland Limited - ISV License.

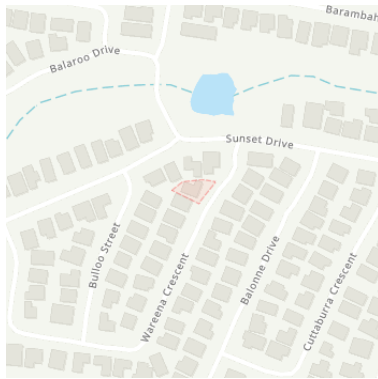
Contact Details

Contact Chelsea McDonald Email chelsea@enterpriselegal.com.au	Contact number 0499 418 278	Company Enterprise Legal Address 11 Annand Street Toowoomba City QLD 4350	Enquirer ID 3732520
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Job Site and Enquiry Details

WARNING: The map below only displays the location of the proposed job site and does not display any asset owners' pipe or cables. The area highlighted has been used only to identify the participating asset owners, who will send information to you directly.

Enquiry date 02/03/2026	Start date 02/03/2026	End date 02/03/2027	On behalf of Other Conveyancing	Job purpose Design	Locations Both Road, Nature Strip, Footpath	Onsite activities Conveyancing
-----------------------------------	---------------------------------	-------------------------------	--	------------------------------	--	--



Check that the location of the job site is correct. If not, you must submit a new enquiry.

If the scope of works change or plan validity dates expire, you must submit a new enquiry.

Do NOT dig without plans. Safe excavation is your responsibility. If you don't understand the plans or how to proceed safely, please contact the relevant asset owners.

User Reference 3 Wareena Cr	Address 3 Wareena Cr Glenvale QLD 4350	Notes/description -
---------------------------------------	---	-------------------------------

Your Responsibility and Duty of Care

- **Lodging an enquiry does not authorise project commencement.** Before starting work, you must obtain all necessary information from all affected asset owners.
- If you don't receive plans within 2 business days, contact the asset owner & quote their sequence number.
- Always follow the 5Ps of Safe Excavation (page 2), and locate assets before commencing work.
- Ensure you comply with State legislative requirements for Duty of Care and safe digging.
- If you damage an underground asset, you MUST advise the asset owner immediately.
- By using the BYDA service, you agree to the [Privacy Policy](#) and [Term of Use](#).
- For more information on safe digging practices, visit www.byda.com.au

Asset Owner Details

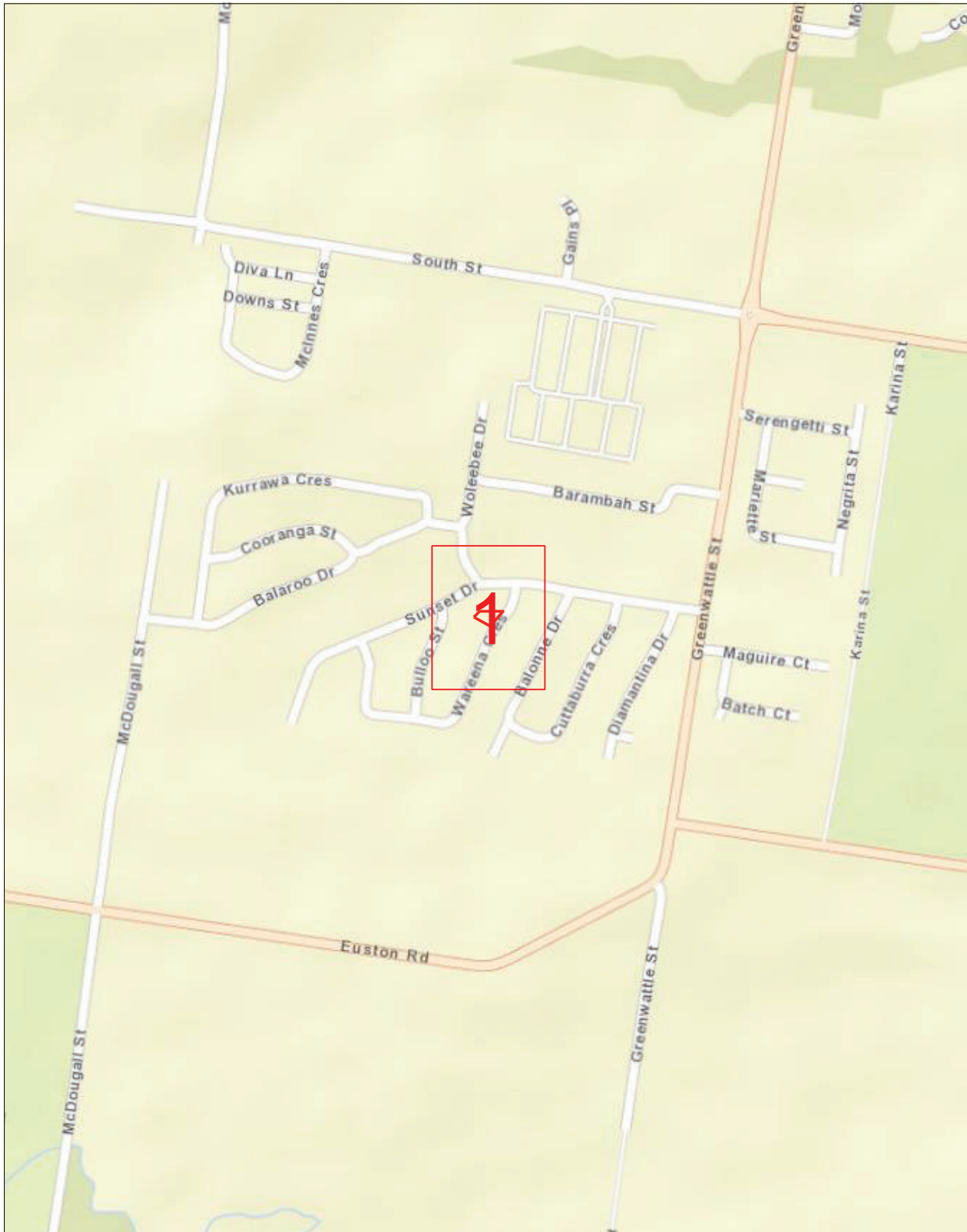
Below is a list of asset owners with underground infrastructure in and around your job site. It is your responsibility to identify the presence of these assets. Plans issued by Members are indicative only unless specified otherwise. Note: not all asset owners are registered with BYDA. You must contact asset owners not listed here directly.

Referral ID (Seq. no)	Authority Name	Phone	Status
269081462	APA Group Gas Networks (90073)	1800 085 628	NOTIFIED
269081460	Ergon QLD	13 10 46	NOTIFIED
269081459	NBN Co Qld	1800 687 626	NOTIFIED
269081461	Telstra QLD Regional	1800 653 935	NOTIFIED
269081458	Toowoomba Regional Council	13 18 72	NOTIFIED

END OF UTILITIES LIST

Site 3 Wareena Cr
Address: Glenvale
QLD 4350

Sequence 269081462
Number:



Scale 1: 6000

Map Sources: Esri, Garmin, HERE, FAO, NOAA, USGS,
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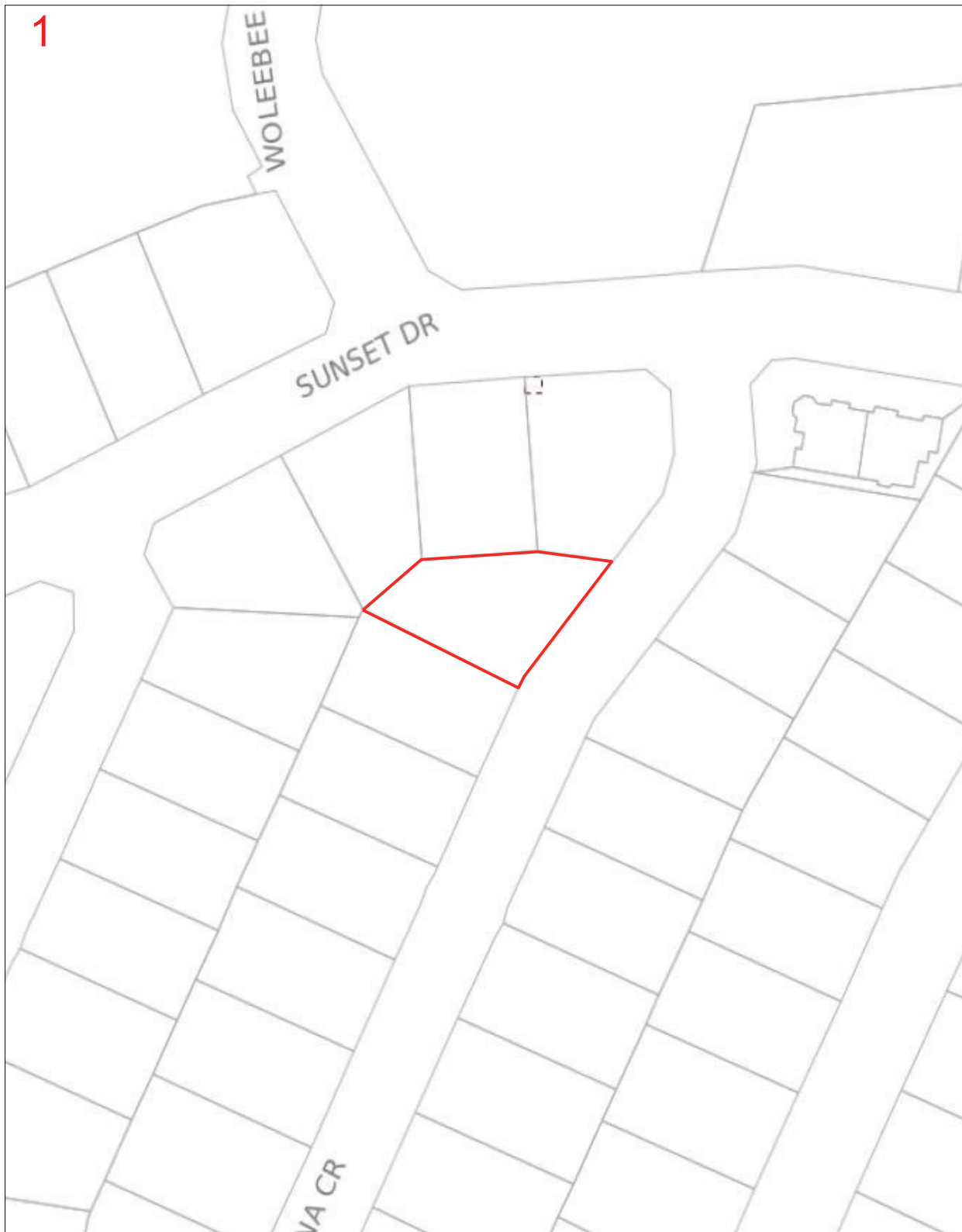
Enquiry Area

Map Key Area



Site 3 Wareena Cr
Address: Glenvale
QLD 4350

Sequence 269081462
Number:



Scale 1: 700

Map Sources: Esri, Garmin, HERE, FAO, NOAA, USGS,
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Enquiry Area



Map Key Area



Legend

PIPE LEGEND: GAS TYPE AND PRESSURE

	Low pressure	Medium pressure	High pressure	Transmission
Natural gas				
Natural gas – proposed				
LPG (yellow dash)	not applicable			not applicable
Hydrogen blended (aqua dash)	not applicable			not applicable

PIPE LEGEND: SPECIAL DESIGNATION

	Low pressure	Medium pressure	High pressure	Transmission
Critical main (yellow highlight)				
Casing (grey highlight)				not applicable

These designations typically apply to any pipe type and pressure

PIPE LEGEND: OTHER STATUS

Abandoned pipe	
Idle or inactive pipe	

ABBREVIATION

BoK	Back of kerb	FoK	Front of kerb
C	Depth of cover	NTI	Not tied in
CP	Cathodic protection		

OBJECT SYMBOLS

Valve		CP test station		Syphon	
Buried valve		CP anode		Marker	
Regulator station		CP bond wire		Part service ^A	
Gas connected property		CP rectifier terminal			

^AA live gas service terminated underground within the property boundary, available for future extension to the gas meter.

PIPE CODE AND MATERIAL

P*	Polyethylene (PE)	CU	Copper
P3	Polyvinyl chloride (PVC)	N2	Nylon
S*	Steel	W2	Wrought galv iron
C*	Cast iron	W3	PE coat wrought galv iron

INTERPRETATION EXAMPLE

	High pressure, 40 mm polyethylene in an 80 mm cast iron casing
	Medium pressure, 63 mm steel

Pipe diameter in millimetres is shown before pipe code.
40P6 = 40 mm nominal diameter

This map was created in colour and should be printed in colour



BYDA

Sequence: 269081460
Date: 02/03/2026
Scale: 1:500
Title No: 1

**CAUTION - HIGH
VOLTAGE**

- LEGEND
- Substation
 - Cable Marker
 - Pit
 - Pole
 - Pillar
 - LV Cable (up to 1kV)
 - HV Cable (1kV - <33kV)
 - HV Cable (33kV and over)
 - Pit Boundary
 - Planned Work Area

AS5488 Category 'D' Plan



DISCLAIMER: While reasonable measures have been taken to ensure the accuracy of the information contained in this plan response, PellicanCorp shall have no liability whatsoever in relation to any loss, damage, cost or expense arising from the use of this plan response or the information contained in this plan response. Use of such information is subject to and constitutes acceptance of these terms.



LEGEND



Parcel and the location



Pit with size "5"



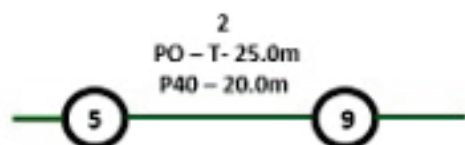
Power Pit with size "2E".
Valid PIT Size: e.g. 2E, 5E, 6E, 8E, 9E, E, null.



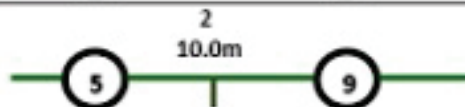
Manhole



Pillar



Cable count of trench is 2.
One "Other size" PVC conduit (PO) owned by Telstra (-T-), between pits of sizes, "5" and "9" are 25.0m apart.
One 40mm PVC conduit (P40) owned by NBN, between pits of sizes, "5" and "9" are 20.0m apart.



2 Direct buried cables between pits of sizes, "5" and "9" are 10.0m apart.



Trench containing any **INSERVICE/CONSTRUCTED** (Copper/RF/Fibre) cables.



Trench containing only **DESIGNED/PLANNED** (Copper/RF/Fibre/Power) cables.



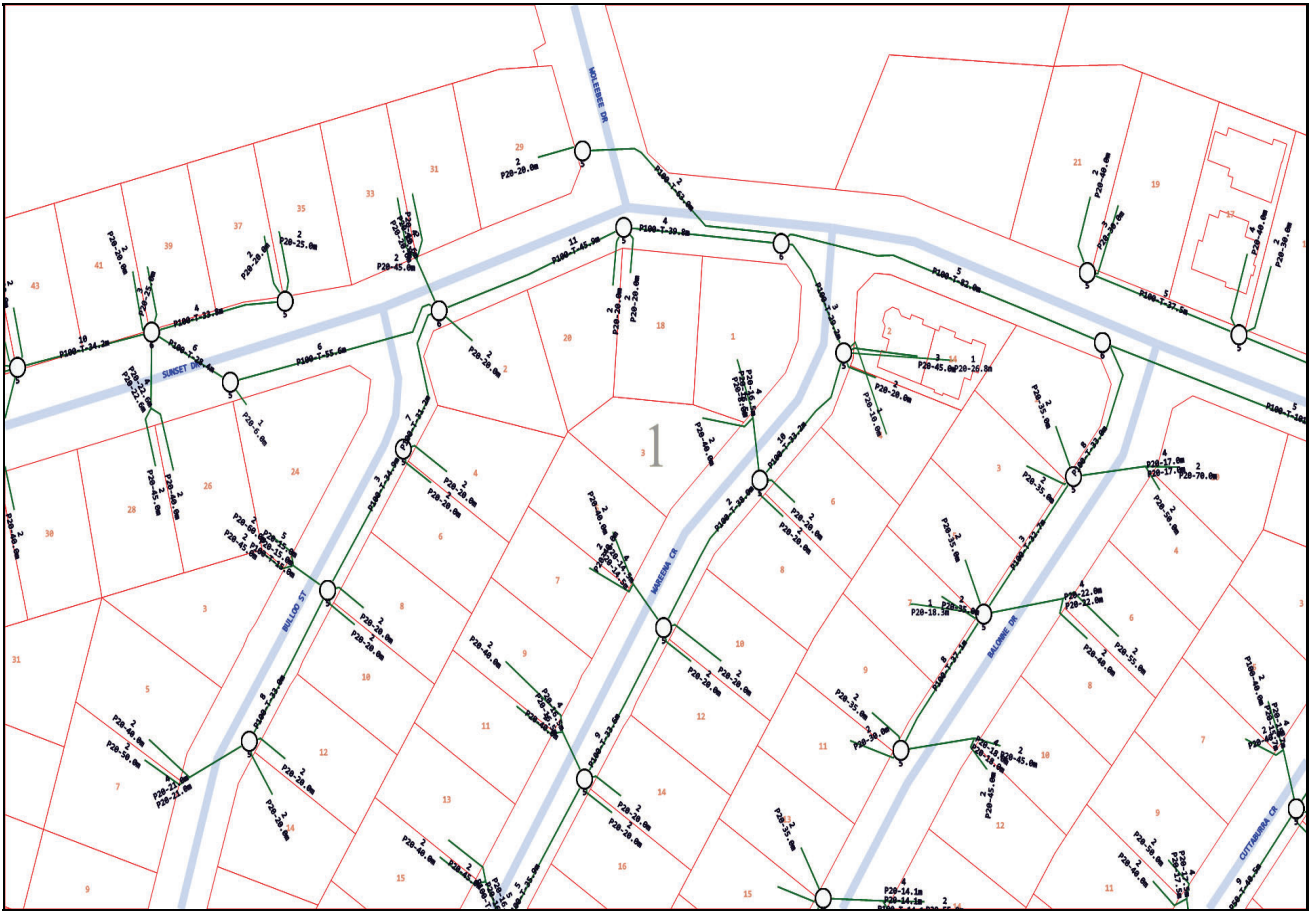
Trench containing any **INSERVICE/CONSTRUCTED** (Power) cables.

BROADWAY ST

Road and the street name "Broadway ST"

Scale

0 20 40 60 Meters
1:2000
1 cm equals 20 m



Emergency Contacts

You must immediately report any damage to the **nbn™** network that you are/become aware of. Notification may be by telephone - 1800 626 329.

Mains Cable Plan



Report Damage: <https://service.telstra.com.au/customer/general/forms/report-damage-to-telstra>
Ph - 13 22 03
Email - Telstra.Plans@team.telstra.com
Planned Services - ph 1800 653 935 (AEST bus hrs only) General Enquiries

TELSTRA LIMITED A.C.N. 086 174 781

Generated On 02/03/2026 18:50:36

Sequence Number: 269081461

Please read Duty of Care prior to any excavating

The above plan must be viewed in conjunction with the Mains Cable Plan on the following page

WARNING

Telstra plans and location information conform to Quality Level "D" of the Australian Standard AS 5488-Classification of Subsurface Utility Information.

As such, Telstra supplied location information is indicative only. Spatial accuracy is not applicable to Quality Level D.

Refer to AS 5488 for further details. The exact position of Telstra assets can only be validated by physically exposing it.

Telstra does not warrant or hold out that its plans are accurate and accepts no responsibility for any inaccuracy.

Further on site investigation is required to validate the exact location of Telstra plant prior to commencing construction work.

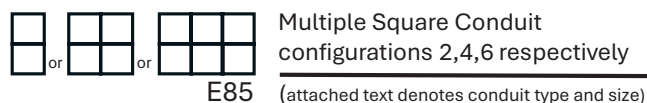
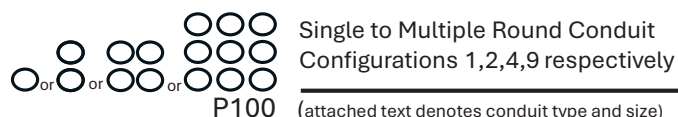
A Certified Locating Organisation is an essential part of the process to validate the exact location of Telstra assets and to ensure the asset is protected during construction works.

See the Steps- Telstra Duty of Care that was provided in the email response.

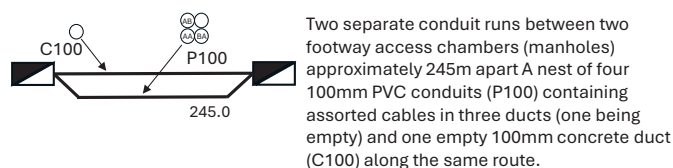
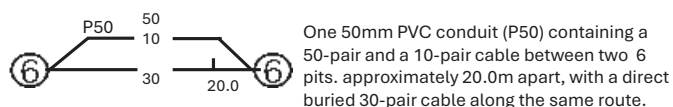
LEGEND



	Lead-in terminates at a Customer Address		Cable Jointing Pit Number / Letter indicating Pit type/size
	Exchange Major Cable Present		Elevated Joint (above ground joint on buried cable)
	Pillar / Cabinet Above ground Free Standing		Telstra Plant in shared Utility trench
	Above ground Complex Equipment Please note: Powered by 240v electricity		Aerial cable / or cable on wall
OC	Other Carrier Telecommunication Cable/ Asset. Not Telstra Owned		Aerial cable (attached to joint use Pole e.g., Power Pole)
DIST	Distribution cables in Main Cable Ducts		Marker Post Installed
MC	Main Cable ducts on a Distribution Plan		Buried Transponder
	Blocked or Damaged Duct		Marker Post & Transponder
	Footway Access Chamber (can vary between 1-lid to 12-lid)		Optical Fibre Cable Direct Buried
	NBN Pillar		Direct Buried Cable
	Third Party Owned Network Non-Telstra		nbn owned network

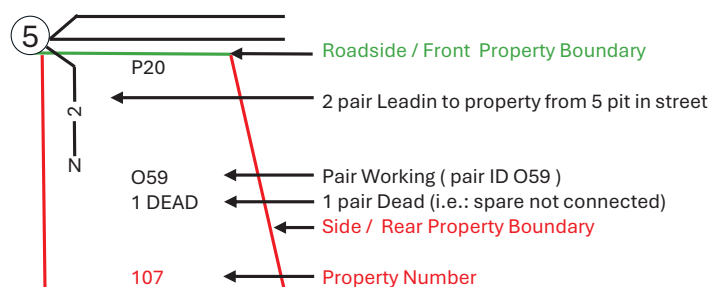


Some Examples of how to read Telstra Plans



Some examples of conduit type and size:

A - Asbestos cement, P - PVC / Plastic, C - Concrete, GI - Galvanised Iron, E - Earthenware
Conduit sizes nominally range from 20mm to 100mm
P50 50mm PVC conduit
P100 100mm PVC conduit
A100 100mm asbestos cement conduit



The 5 Ps of Safe Excavation

<https://www.byda.com.au/before-you-dig/best-practice-guides/>

Plan

Plan your job. Use the BYDA service at least one day before your job is due to begin, and ensure you have the correct plans and information required to carry out a safe project.

Prepare

Prepare by communicating with asset owners if you need assistance. Look for clues onsite. Engage a Certified Locator.

Pothole

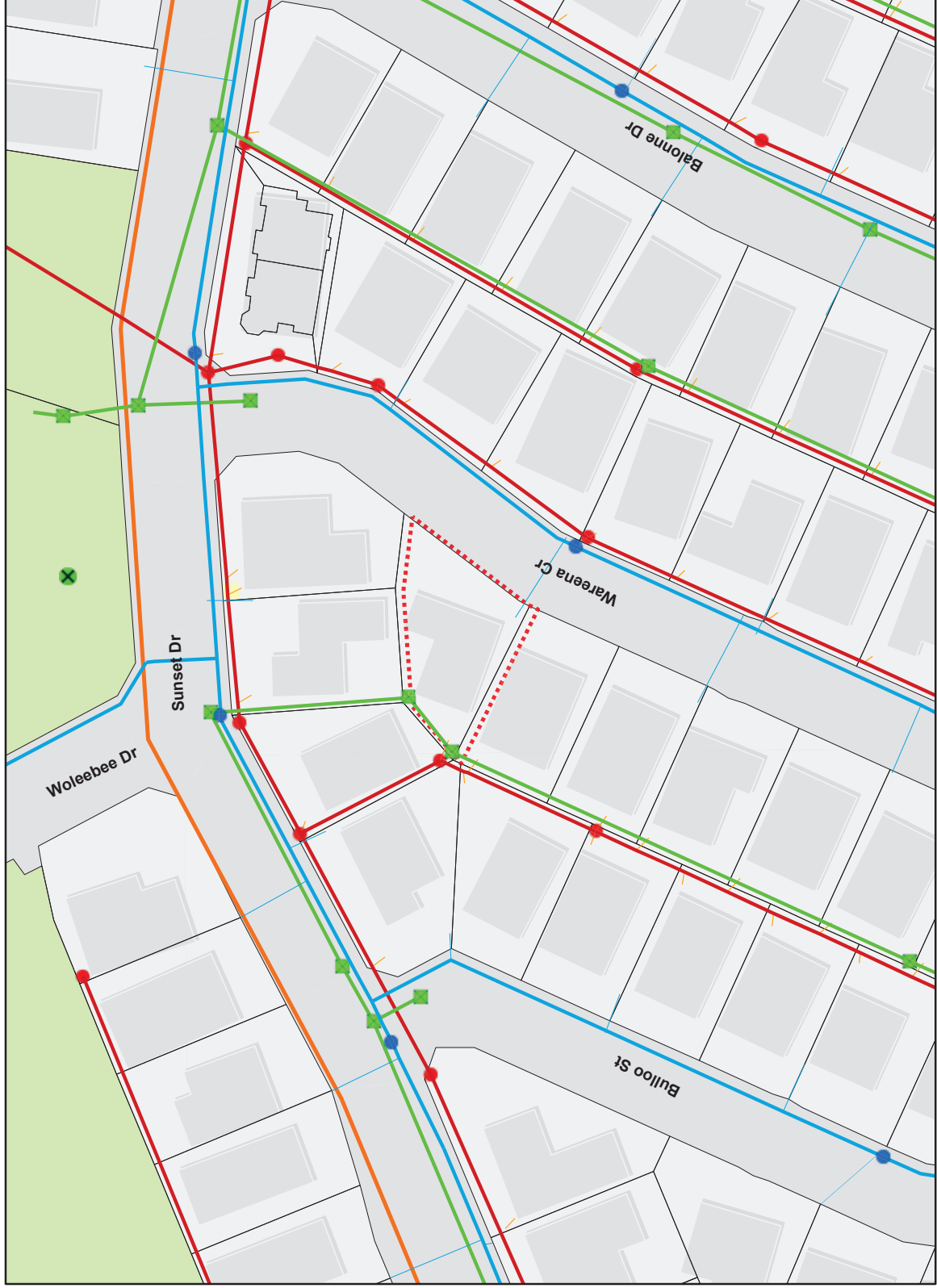
Potholing is physically sighting the asset by hand digging or hydro vacuum extraction.

Protect

Protecting and supporting the exposed infrastructure is the responsibility of the excavator. Always erect safety barriers in areas of risk and enforce exclusion zones.

Proceed

Only proceed with your excavation work after planning, preparing, potholing (unless prohibited), and having protective measures in place.



- Legend**
- ⬢ BYDA Enquiry Area
 - Water Hydrant
 - Reticulation Main
 - Water Service
 - ⊗ Network Structure
 - Pit
 - Stormwater Pipe
 - Sewer Gravity Main
 - Sewer Manhole
 - Sewer Pressure Main
 - Sewer Service

In an emergency contact Toowoomba Regional Council on 131 TRC (131 872)
02/03/26 (valid for 30 days)



Scale 1:1,000

Whilst all due care has been taken in the preparation of this plan / information, the accuracy of the provided information cannot be guaranteed.
All information MUST be verified on site. Please refer any discrepancies to Toowoomba Regional Council by phoning 131 872.
No part of this plan is to be reproduced without Toowoomba Regional Council permission.
Refer to the attached Disclaimer for more information.



End of document

i This document may exclude some files (eg. DWF or ZIP files)

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FINAL Seller Disclosure Statement

Final Audit Report

2026-03-04

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