# Seller disclosure statement

*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: **AJAH ANYAR APIU ANYAR**

Property address (referred to as the "property" in this statement): **1/20 TEMPEST DRIVE, GLENVALE QLD 4350**

Lot on plan description: **1/SP262220**

Community titles scheme or BUGTA scheme:

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

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

☐ **No** — *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.<br><br>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 to affect the property after **settlement**. ☒ **Yes** ☐ **No**<br><br>**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)**<br><br>If the unregistered encumbrance is an unregistered lease, the details of the agreement are as follows:<br>» the start and end day of the term of the lease: 17/02/2026 - 22/02/2027<br>» the amount of rent and bond payable: $520 Rent/$2,080.00 Bond<br>» whether the lease has an option to renew: Nil |
| | **Other unregistered agreement in writing (if applicable)**<br><br>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)**<br><br>If the unregistered encumbrance is created by an oral agreement, and is not an unregistered lease, the details of the agreement are as follows: |
| **Statutory encumbrances** | There are statutory encumbrances that affect the property. ☒ **Yes** ☐ **No**<br><br>*If **Yes**, the details of any statutory encumbrances are as follows:*<br>As per Annexed Before You Dig Search. |
| **Residential tenancy or rooming accommodation agreement** | The property has been subject to a residential tenancy agreement or a rooming accommodation agreement under the *Residential Tenancies and Rooming Accommodation Act 2008* during the last 12 months. ☒ **Yes** ☐ **No**<br><br>If **Yes**, when was the rent for the premises or each of the residents' rooms last increased? *(Insert date of the most recent rent increase for the premises or rooms)* 17/02/2026<br><br>**Note**—Under the *Residential Tenancies and Rooming Accommodation Act 2008* the rent for a residential premises may not be increased earlier than 12 months after the last rent increase for the premises.<br><br>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 *(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)*:<br>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** |
| | *If **Yes**, a copy of the notice, order, proposal or correspondence must be given by the seller.* | | |

* *Transport infrastructure* has the meaning defined in the *Transport Infrastructure Act 1994*. A *proposal* means a resolution or adoption by some official process to establish plans or options that will physically affect the property.

| | | | |
|---|---|---|---|
| **Contamination and environmental protection** | The property is recorded on the Environmental Management Register or the Contaminated Land Register under the *Environmental Protection Act 1994*. | ☐ **Yes** | ☒ **No** |
| | **The following notices are, or have been, given:** | | |
| | A notice under section 408(2) of the *Environmental Protection Act 1994* (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 *Environmental Protection Act 1994* (the property is a place or business to which an environmental enforcement order applies). | ☐ **Yes** | ☒ **No** |
| | A notice under section 347(2) of the *Environmental Protection Act 1994* (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 *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011* affecting the property.<br>*If **Yes**, a copy of the order or application must be given by the seller.* | ☐ **Yes** | ☒ **No** |

| | | | |
|---|---|---|---|
| **Heritage** | The property is affected by the *Queensland Heritage Act 1992* or is included in the World Heritage List under the *Environment Protection and Biodiversity Conservation Act 1999* (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. | ☐ **Yes** | ☒ **No** |
| | If a community titles scheme or a BUGTA scheme – a shared pool is located in the scheme. | ☐ **Yes** | ☒ **No** |
| | Pool compliance certificate is given. | ☐ **Yes** | ☒ **No** |
| | OR | | |
| | Notice of no pool safety certificate is given. | ☐ **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. | ☐ **Yes** | ☒ **No** |
| | *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.* | | |

| | | | |
|---|---|---|---|
| **Notices and orders** | There is an unsatisfied show cause notice or enforcement notice under the *Building Act 1975*, section 246AG, 247 or 248 or under the *Planning Act 2016*, section 167 or 168. | ☐ **Yes** | ☒ **No** |
| | 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. | ☐ **Yes** | ☒ **No** |
| | *If **Yes**, a copy of the notice or order must be given by the seller.* | | |

| | |
|---|---|
| **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: $1341.01 Date Range: 01/01/2026 - 30/06/2026

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: $397.27 Date Range: 01/07/2025 - 31/12/2025

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)*

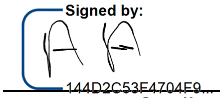
**WARNING TO BUYER** – If the property is part of a community titles scheme or a BUGTA scheme and you purchase the property, you will become a member of the body corporate for the scheme with the right to participate in significant decisions about the scheme and you will be required to pay contributions 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.** *(If Yes, complete the information below)* | ☒ **Yes** | ☐ **No** |
| **Community Management Statement** | A copy of the most recent community management statement for the scheme as recorded under the *Land Title Act 1994* or another Act is given to the buyer.<br><br>**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. | ☒ **Yes** | |
| **Body Corporate Certificate** | A copy of a body corporate certificate for the lot under the *Body Corporate and Community Management Act 1997*, section 205(4) is given to the buyer. | ☒ **Yes** | ☐ **No** |
| | *If **No***— An explanatory statement is given to the buyer that states:<br>» a copy of a body corporate certificate for the lot is not attached; and<br>» the reasons under section 6 of the *Property Law Regulation 2024* why the seller has not been able to obtain a copy of the body corporate certificate for the lot. | ☐ **Yes** | |
| **Statutory Warranties** | **Statutory Warranties**—If you enter into a contract, you will have implied warranties under the *Body Corporate* and *Community Management Act 1997* 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** *(If Yes, complete the information below)* | ☐ **Yes** | ☒ **No** |
| **Body Corporate Certificate** | A copy of a body corporate certificate for the lot under the *Building Units and Group Titles Act 1980*, section 40AA(1) is given to the buyer. | ☐ **Yes** | ☒ **No** |
| | *If **No***— An explanatory statement is given to the buyer that states:<br>» a copy of a body corporate certificate for the lot is not attached; and<br>» the reasons under section 7 of the *Property Law Regulation 2024* why the seller has not been able to obtain a copy of the body corporate certificate for the lot.<br><br>**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. | ☐ **Yes** | |

# Signatures – SELLER




| | |
|---|---|
| Signature of seller | Signature of seller |
| **AJAH ANYAR APIU ANYAR** | |
| Name of Seller | Name of Seller |
| 27-02-2026 | |
| Date | 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 |

# Current Title Search

**Queensland Titles Registry Pty Ltd**
**ABN 23 648 568 101**

| | | | |
|---|---|---|---|
| **Title Reference:** | **50916825** | **Search Date:** | 06/02/2026 08:21 |
| **Date Title Created:** | 24/06/2013 | **Request No:** | 54955980 |
| **Previous Title:** | 50832441 | | |

## ESTATE AND LAND

Estate in Fee Simple

LOT 1 SURVEY PLAN 262220
Local Government: TOOWOOMBA

COMMUNITY MANAGEMENT STATEMENT 44787

## REGISTERED OWNER

Dealing No: 722231576 16/01/2023

AJAH ANYAR APIU ANYAR

## EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
   Deed of Grant No. 10006206 (POR 242)
2. MORTGAGE No 722231577 16/01/2023 at 13:06
   NATIONAL AUSTRALIA BANK LIMITED A.C.N. 004 044 937

## ADMINISTRATIVE ADVICES

NIL

## UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

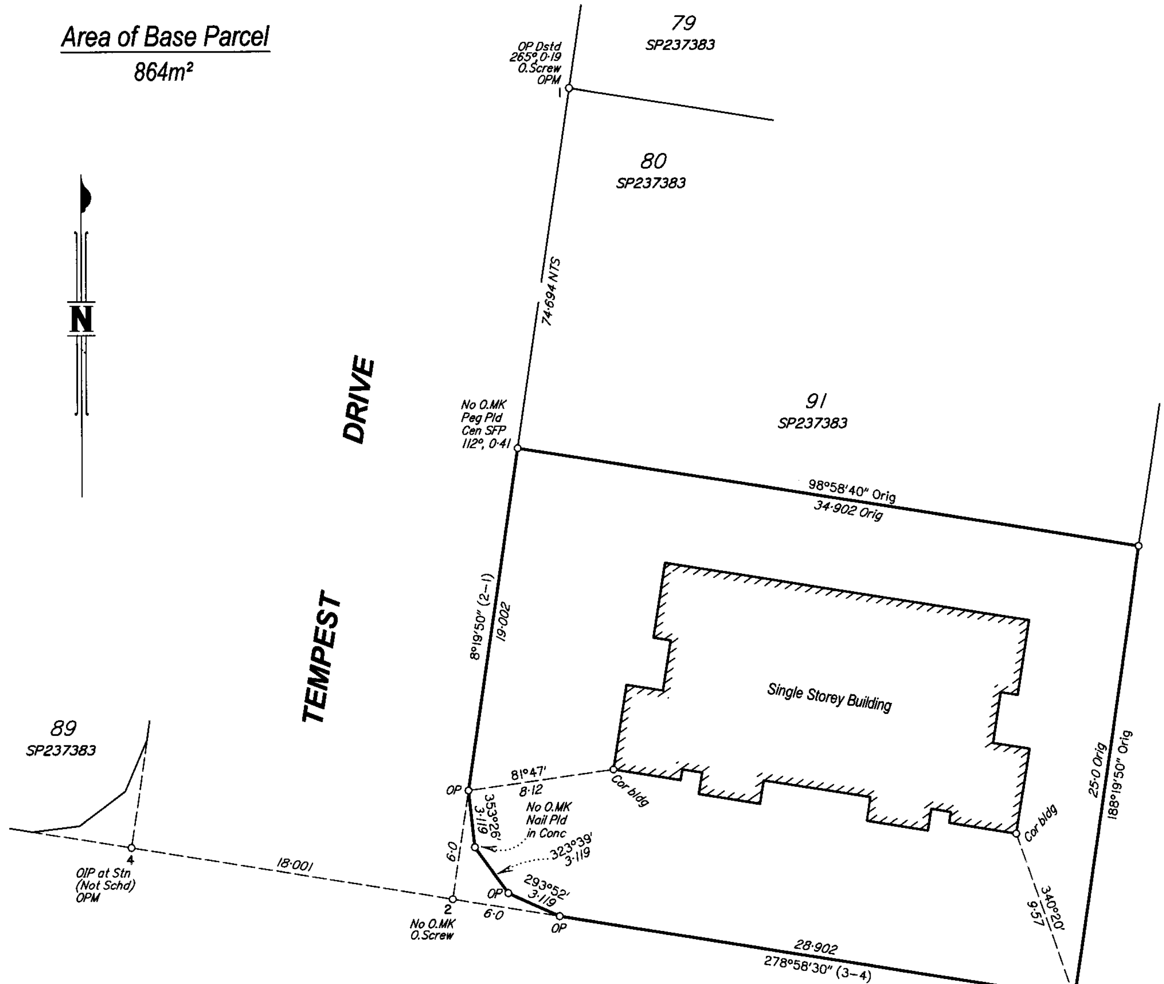
** End of Current Title Search **

Land Title Act 1994 ; Land Act 1994
Form 21 Version 2

# SURVEY PLAN

Sheet 1 of 2

Area of Base Parcel
864m²




REFERENCE MARKS

| STN | TO | ORIGIN | BEARING | DIST |
|---|---|---|---|---|
| 1 | O.Screw in Kerb | 19/SP237383 | 246°21' | 6·01 |
| 2 | O.Screw in Kerb | 20/SP237383 | 220°43' | 3·194 |
| 3 | Nail in Conc | | 278°58'40" | 15·881 |
| 4 | OIP (Not Schd) | 7/SP237383 | at | station |

ACE DRIVE

2
RP51414

PERMANENT MARKS

| PM | ORIGIN | BEARING | DIST | NO | TYPE |
|---|---|---|---|---|---|
| 1-OPM | 4/DP257836 | 334°39'50" | 31·24 | 183139 | |
| 4-OPM | 7/SP237383 | 141°40' | 3·068 | 183140 | |

Original information compiled from SP237383
in the Department of Natural Resources & Mines

**Scale 1:250 – Lengths are in Metres.**

2 0 2 4 6 8 10 12 14 16 18 20 22 24 26 28 30 32 34 36 38

0 50 mm 100 mm 150 mm



FERTILE SOIL PTY LTD (ACN 123 178 610) hereby certify that the land comprised in this plan was surveyed by the corporation, by Clayton Ashley WHINCOP, cadastral surveyor, for whose work the corporation accepts responsibility, and that the plan is accurate, that the said survey was performed in accordance with the Survey and Mapping Infrastructure Act 2003 and Surveyors Act 2003 and associated Regulations and Standards and that the said survey was completed on 12/04/2013.

The Common Seal Of FERTILE SOIL PTY LTD ACN 123 178 610

Date 23/04/2013 ..........................Director

**Plan of Lots 1, 2 & Common Property**

Cancelling Lot 90 on SP237383

PARISH: **DRAYTON** COUNTY: **Aubigny**

Meridian: SP237383 F/N's: No

Scale: 1:250

Format: BUILDING

SP262220

Plan Status:

715128050

$461.80
07/06/2013 08:53

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
Briese Lawyers TA931
PO Box 1945
TOOWOOMBA QLD 4350
Ph: 07 4638 4833 Ref: CLS
(Include address, phone number, reference, and Lodger Code)

1. Certificate of Registered Owners or Lessees.

I/~~We~~ DEAN FREDERICK BRAKE

(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.~~

Dean Frederick Brake by his duly constituted attorney Gene Robert Farrelly under power of attorney No.714555288.

Signature of *Registered Owners ~~*Lessees~~

* Rule out whichever is inapplicable

6.

| Existing | | Created | | | | | |
|---|---|---|---|---|---|---|---|
| Title Reference | Description | New Lots | Road | Emts | Cov. | Profit a prendre |
| 50832441 | Lot 90 on SP237383 | 1, 2 & CP | – | – | – | – |

MORTGAGE ALLOCATIONS

| Mortgage | Lots Fully Encumbered | Lots Partially Encumbered |
|---|---|---|
| 714302409 | 1 & 2 | – |

2. Local Government Approval.

* TOOWOOMBA REGIONAL COUNCIL
hereby approves this plan in accordance with the :
% SUSTAINABLE PLANNING ACT 2009

Dated this 4TH day of JUNE 2013

\# Stewart William Somers
General Manager with Delegated Authority
\# Toowoomba Regional Council

* Insert the name of the Local Government. % Insert Integrated Planning Act 1997 or Local Government (Planning & Environment) Act 1990
\# Insert designation of signatory or delegation

10/08/2012
Development Approval Date

| Lots | Orig |
|---|---|
| 1, 2 & CP | Por 242 |

7. Portion Allocation :

8. Map Reference :
9242–11432

9. Locality :
Glenvale

10. Local Government :
TOOWOOMBA REGIONAL

11. Passed & Endorsed :
By : Fertile Soil Pty Ltd
Date : 23/04/2013
Signed :
Designation : Cadastral Surveyor

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 23/04/2013
*delete words not required

13. Lodgement Fees :

| | |
|---|---|
| Survey Deposit | $ |
| Lodgement | $ |
| .......New Titles | $ |
| Photocopy | $ |
| Postage | $ |
| TOTAL | $ |

3. Plans with Community Management Statement :
CMS Number : 44787
Name : 20 Tempest

4. References :
Dept File :
Local Govt : SEAL/2013/1641
Surveyor : 12–113

14. Insert Plan Number SP262220

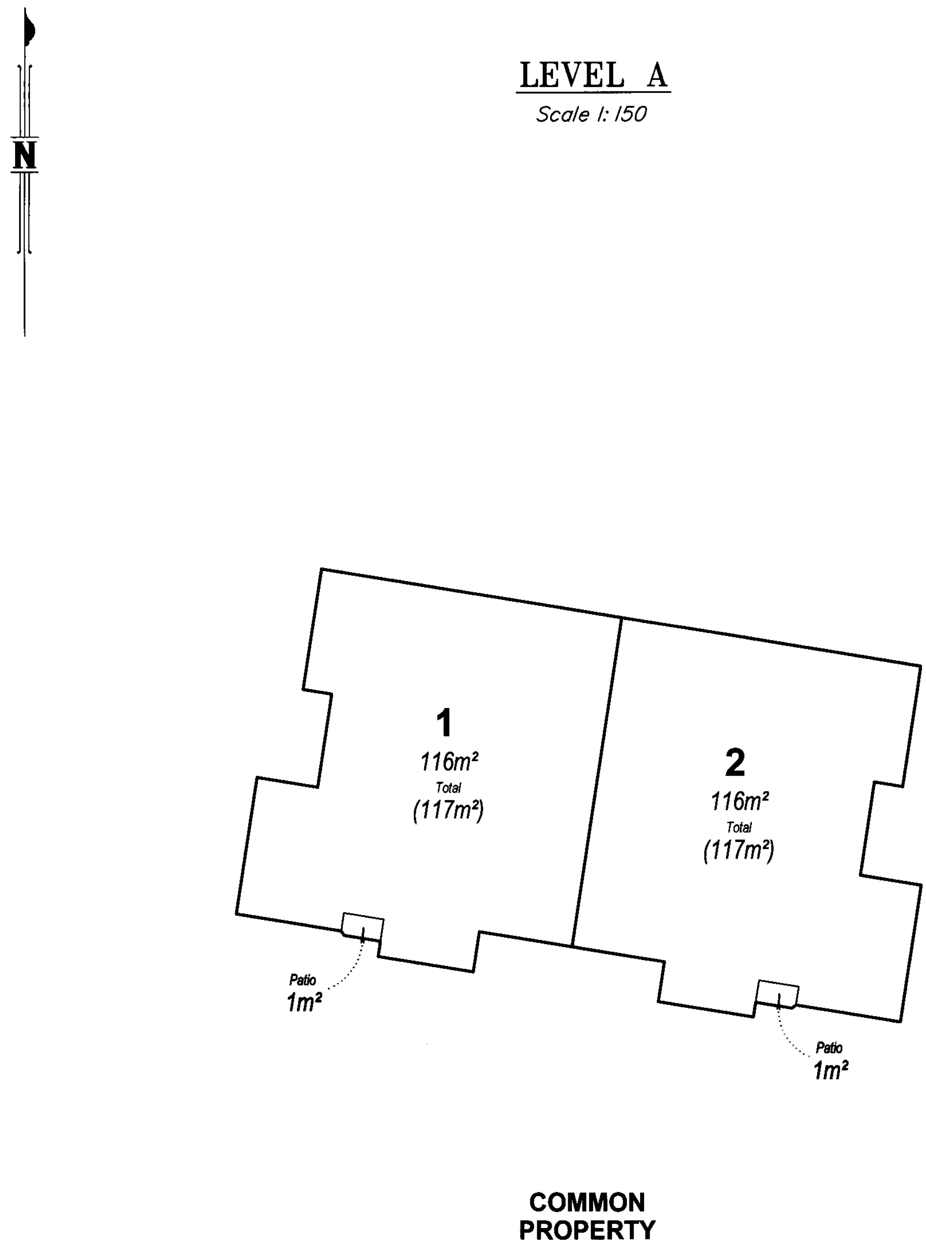
Land Title Act 1994 ; Land Act 1994
Form 21A Version 1

ADDITIONAL SHEET



## LEVEL A

*Scale 1: 150*




Scale 1: 150 – Lengths are in Metres.



Insert Plan Number SP262220

Job No 52342466

BEFORE YOU DIG byda.com.au | Look up and Live

Zero damage - Zero harm - Zero disruption

byda.com.au

## Contact Details

| Contact | Contact number | Company | Enquirer ID |
|---|---|---|---|
| Chelsea McDonald | 0499 418 278 | Enterprise Legal | 3732520 |

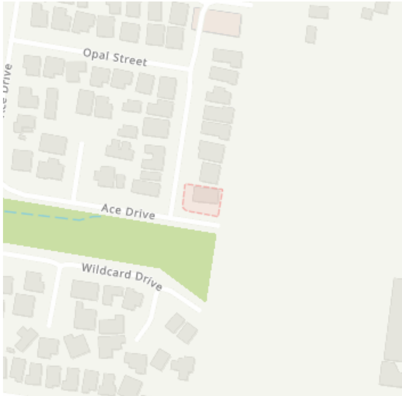
**Email**
chelsea@enterpriselegal.com.au

**Address**
11 Annand Street
Toowoomba City QLD 4350

## 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 | Start date | End date | On behalf of | Job purpose | Locations | Onsite activities |
|---|---|---|---|---|---|---|
| 11/02/2026 | 11/02/2026 | 11/02/2027 | Other Conveyancing | Design | Both Road, Nature Strip, Footpath | 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 | Address | Notes/description |
|---|---|---|
| Unit 1 20 Tempest Dr | Unit 1 20 Tempest Dr<br>Glenvale QLD 4350 | - |

## 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 |
|---|---|---|---|
| 268057460 | APA Group Gas Networks (90073) | 1800 085 628 | NOTIFIED |
| 268057458 | Ergon QLD | 13 10 46 | NOTIFIED |
| 268057457 | NBN Co Qld | 1800 687 626 | NOTIFIED |
| 268057459 | Telstra QLD Regional | 1800 653 935 | NOTIFIED |
| 268057456 | Toowoomba Regional Council | 13 18 72 | NOTIFIED |

END OF UTILITIES LIST

**Site Address:** Unit 1 20 Tempest Dr
Glenvale
QLD 4350

**Sequence Number:** 268057460


Scale 1: 6000

*Map Sources: Esri, Garmin, HERE, FAO, NOAA, USGS,*
*© OpenStreetMap contributors, and the GIS User Community*

Enquiry Area

Map Key Area

**Site Address:** Unit 1 20 Tempest Dr
Glenvale
QLD 4350

**Sequence Number:** 268057460


Scale 1: 700

*Map Sources: Esri, Garmin, HERE, FAO, NOAA, USGS,*
*© OpenStreetMap contributors, and the GIS User Community*

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^ | |
| Gas connected property | | CP rectifier terminal | | | |

^A 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

| | |
|---|---|
| 40P6 in 80C2 | High pressure, 40 mm polyethylene in an 80 mm cast iron casing |
| 63S8 | Medium pressure, 63 mm steel |

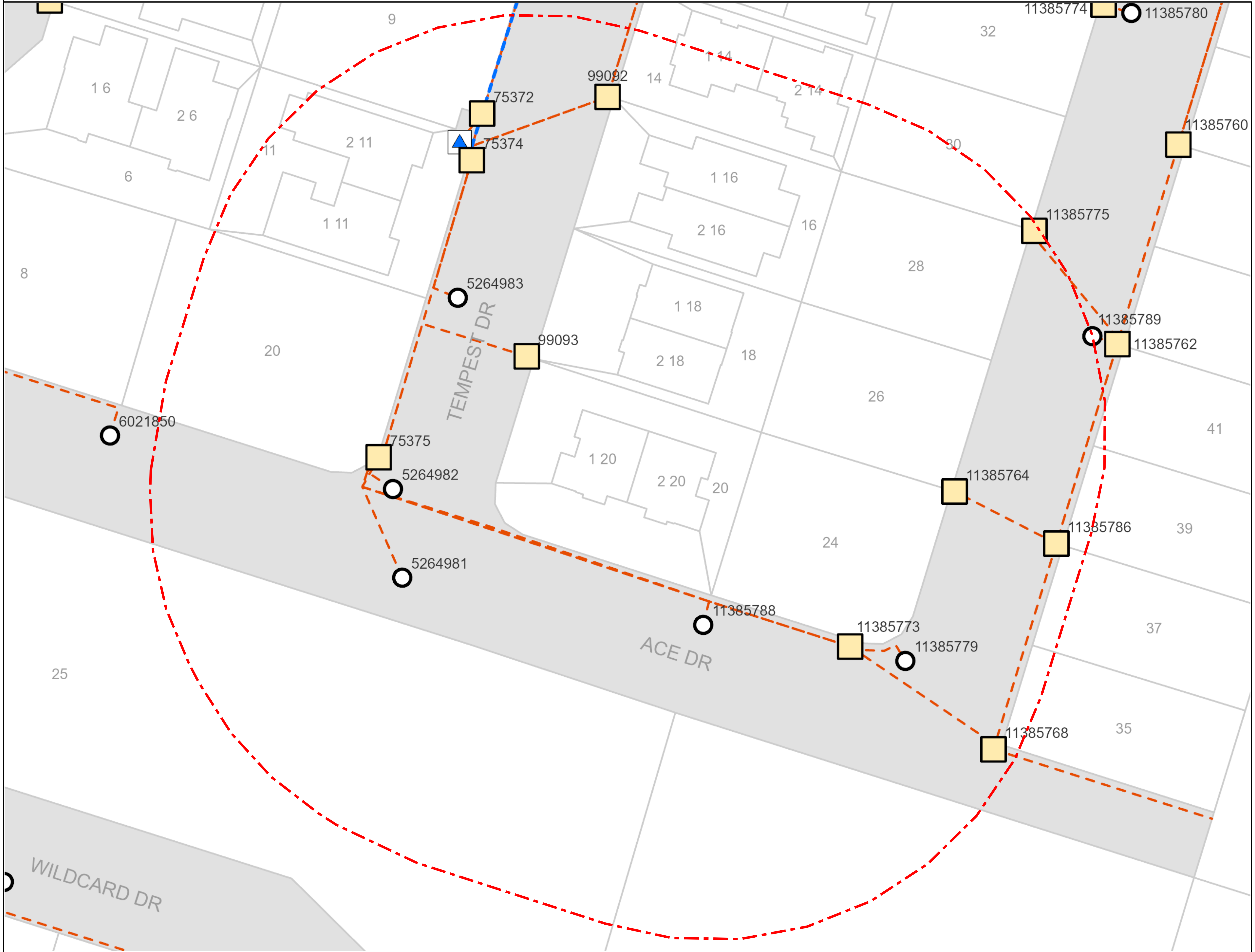
Pipe diameter in millimetres is shown before pipe code.
40P6 = 40 mm nominal diameter

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

Docusign Envelope ID: 19A167F8-BAB4-4246-8D42-C53BE05E12F9

Al ... nted on the ERGON ENERGY NETWORK BYDA map, then ERGON ENERGY NETWORK shall be contacted immediately.

For Emergency Situations
Please Call 13 16 70




ERGON ENERGY NETWORK

BYDA

Sequence: 268057458
Date: 11/02/2026

Scale: 1:500
Tile No: **Tile 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

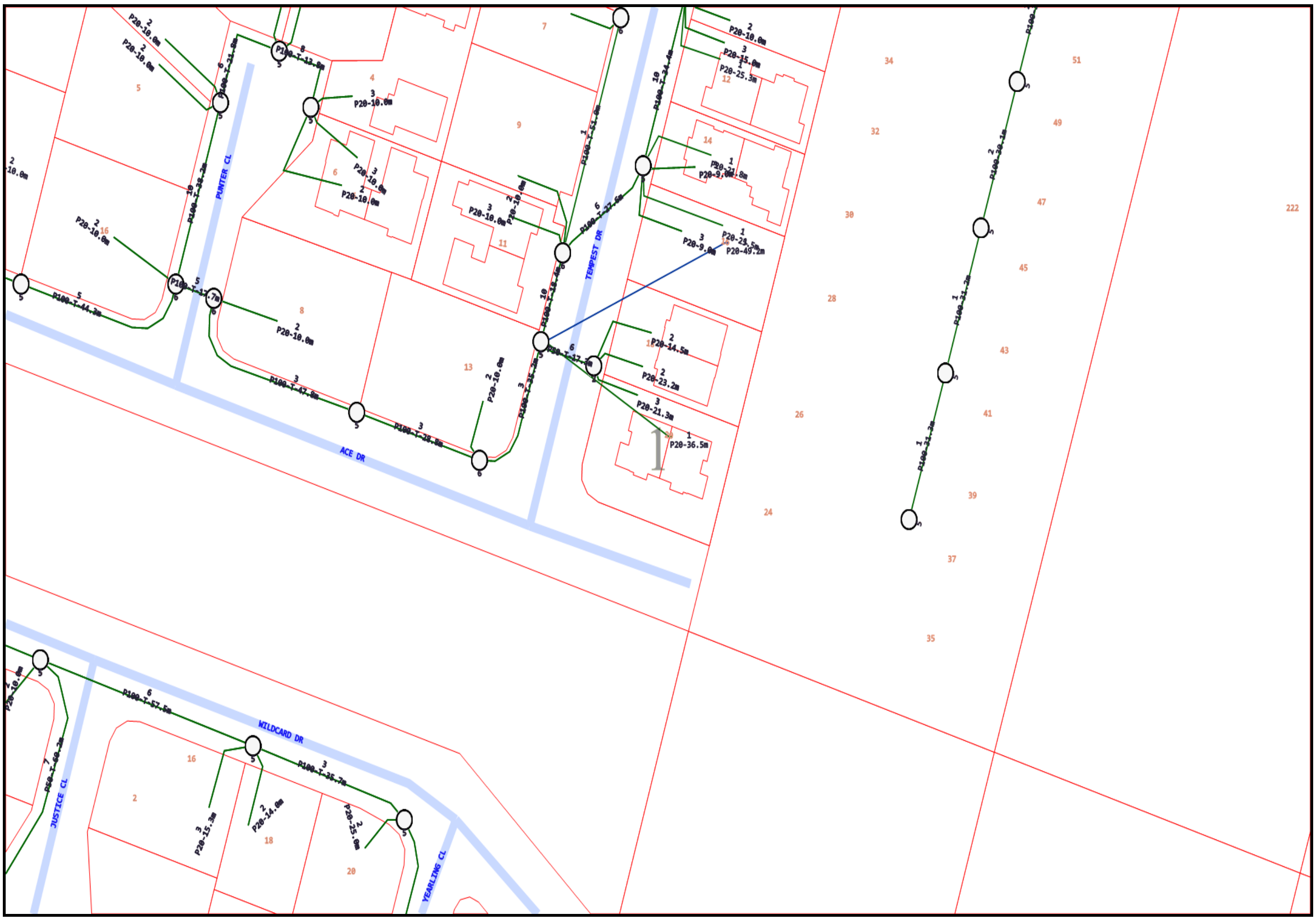
N
W E
S

**DISCLAIMER:** While reasonable measures have been taken to ensure the accuracy of the information contained in this plan response, neither Ergon Energy Network nor Pelican Corp shall have any liability whatsoever in relation to any loss, damage, cost or expense arising from the use of this plan response or the information contained in it or the completeness or accuracy of such information. Use of such information is subject to and constitutes acceptance of these terms.

This output provides details of the ERGON ENERGY NETWORK electrical network. As variations may exist no responsibility is incurred by ERGON ENERGY NETWORK for the accuracy or completeness of the information provided. Exact positions of cables and electrical connectivity should be confirmed on site.

# LEGEND

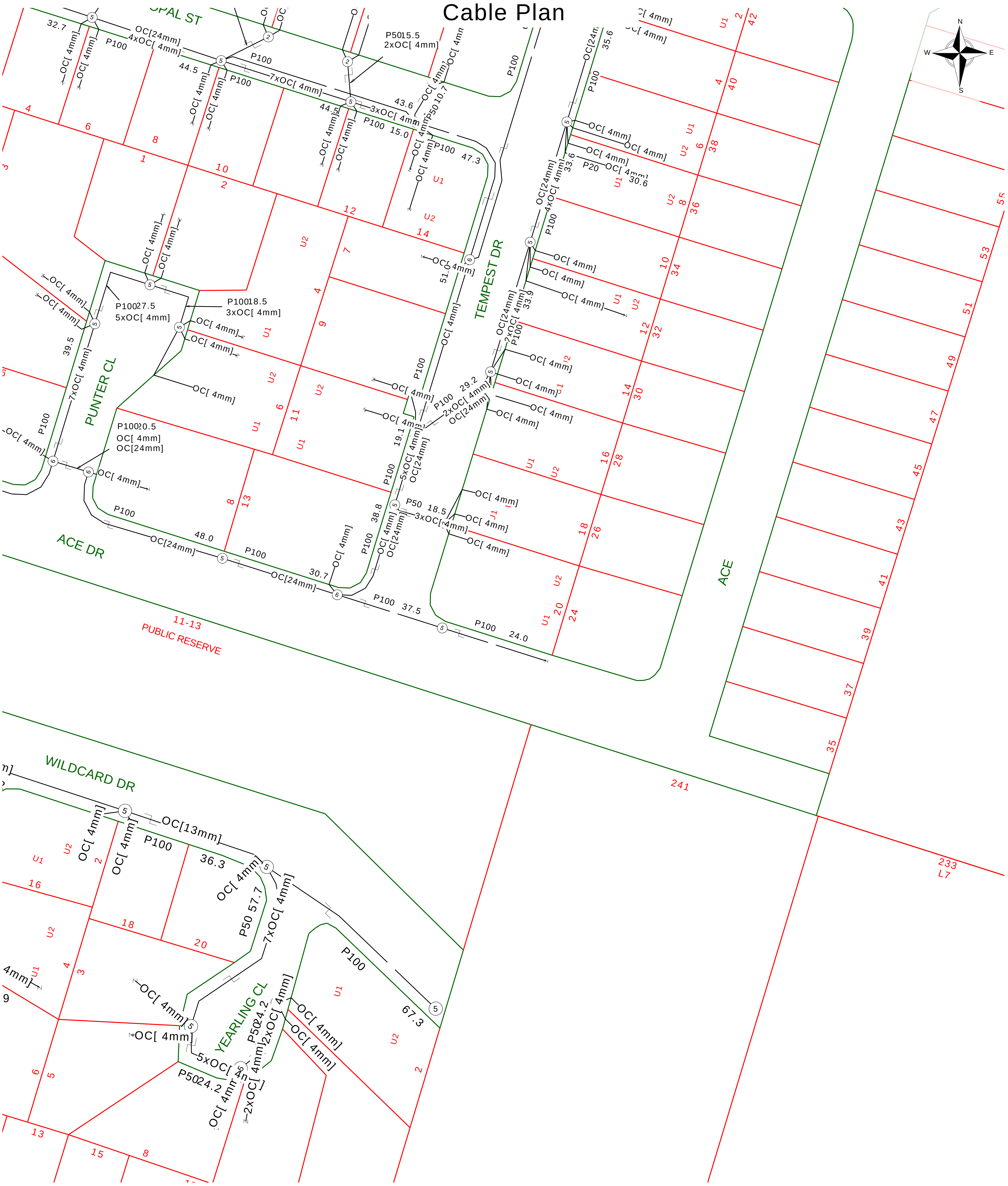
| | |
|---|---|
| 34 | Parcel and the location |
| 5 | Pit with size "5" |
| 2E | Power Pit with size "2E".<br>Valid PIT Size: e.g. 2E, 5E, 6E, 8E, 9E, E, null. |
| | Manhole |
| | Pillar |
| 2<br>PO – T- 25.0m<br>P40 – 20.0m<br>5 9 | Cable count of trench is 2.<br>One "Other size" PVC conduit (PO) owned by Telstra (-T-), between pits of sizes, "5" and "9" are 25.0m apart.<br>One 40mm PVC conduit (P40) owned by NBN, between pits of sizes, "5" and "9" are 20.0m apart. |
| 2<br>10.0m<br>5 9 | 2 Direct buried cables between pits of sizes ,"5" and "9" are 10.0m apart. |
| 5 9 | Trench containing any INSERVICE/CONSTRUCTED (Copper/RF/Fibre) cables. |
| 5 9 | Trench containing only DESIGNED/PLANNED (Copper/RF/Fibre/Power) cables. |
| 5 9 | Trench containing any INSERVICE/CONSTRUCTED (Power) cables. |
| BROADWAY ST | Road and the street name "Broadway ST" |
| Scale | 0 20 40 60 Meters<br>1:2000<br>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.

# 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 11/02/2026 11:20:32

Sequence Number: 268057459

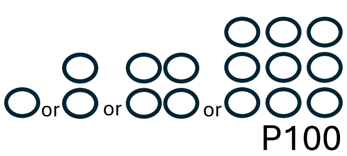
Please read Duty of Care prior to any excavating

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.

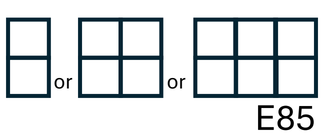
See the Steps- Telstra Duty of Care that was provided in the email response.

# LEGEND

| | | | |
|---|---|---|---|
| | **Leadin terminates at a Customer Address** | 6 D | Cable Jointing Pit Number / Letter indicating Pit type/size |
| | **Exchange** Major Cable Present | EJ | 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 | M | Marker Post Installed |
| MC | Main Cable ducts on a Distribution Plan | T or TR | Buried Transponder |
| | Blocked or Damaged Duct | MT | Marker Post & Transponder |
| | Footway Access Chamber (can vary between 1-lid to 12-lid | SMOF | Optical Fibre Cable Direct Buried |
| | NBN Pillar | | Direct Buried Cable |
| | Third Party Owned Network Non-Telstra | | nbn owned network |




Single to Multiple Round Conduit Configurations 1,2,4,9 respectively
(attached text denotes conduit type and size)

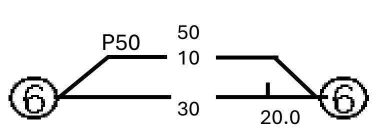



Multiple Square Conduit configurations 2,4,6 respectively
(attached text denotes conduit type and size)

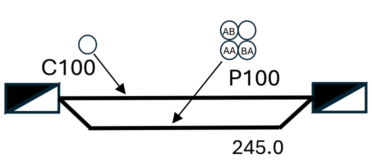
**Some examples of conduit type and size:**

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

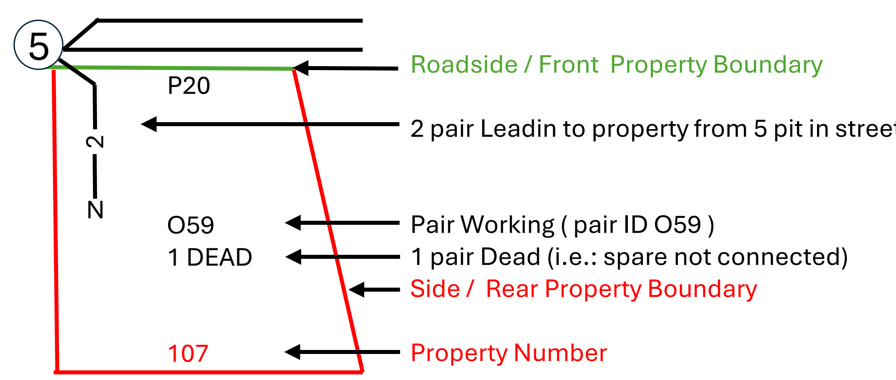
Some Examples of how to read Telstra Plans




One 50mm PVC conduit (P50) containing a 50-pair and a 10-pair cable between two 6 pits. approximately 20.0m apart, with a direct buried 30-pair cable along the same route.




Two separate conduit runs between two footway access chambers (manholes) approximately 245m apart A nest of four 100mm PVC conduits (P100) containing assorted cables in three ducts (one being empty) and one empty 100mm concrete duct (C100) along the same route.




# 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.

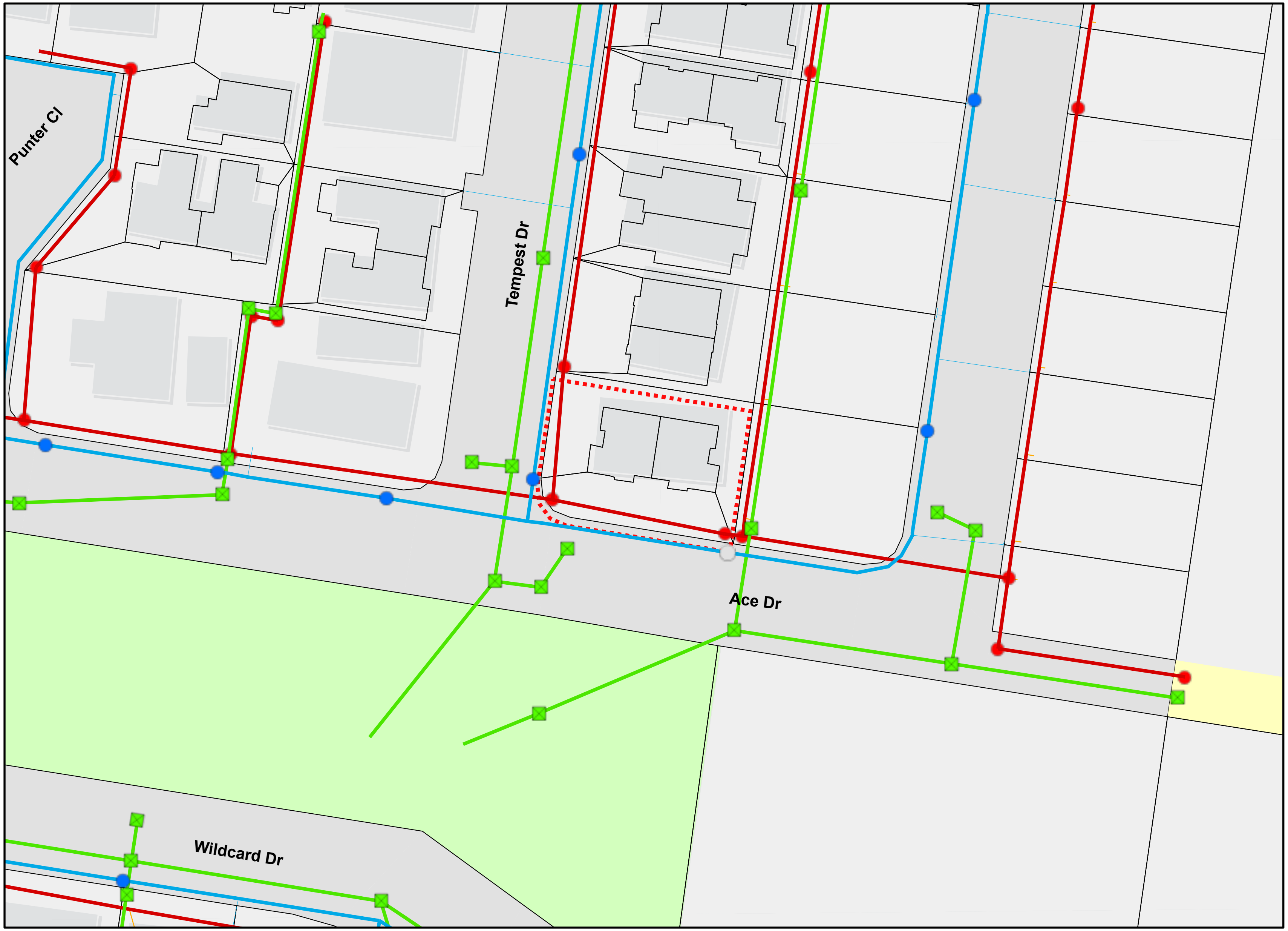
## Proceed

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

TOOWOOMBA REGION Rich traditions. Bold ambitions.

**Job # 52342466**
**Seq # 268057456**
Provided by Toowoomba Regional Council

BEFORE YOU DIG www.byda.com.au




**Legend**

- BYDA Enquiry Area
- Abandoned Water Device
- Water Hydrant
- Reticulation Main
- Water Service
- Pit
- Stormwater Pipe
- Sewer Gravity Main
- Sewer Manhole
- Sewer Service

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.

**In an emergency contact Toowoomba Regional Council on 131 TRC (131 872)**
**11/02/26 (valid for 30 days)**

0 10 20 40 m

N

Scale 1:1,000

# End of document

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

This document was automatically generated at a point-in-time. Be aware that the source information from which this document was created may have changed since it was produced. This document may contain incomplete or out-of-date information. Always check your enquiry details in the BYDA Referral Service for the most recent information. For copyright information refer to individual responses.

4:39 5G 37

746179_Rates202602....

# 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

TOOWOOMBA REGION

This information was prepared as at 30 JAN 2026

093742-061722
AJAH ANYAR APIU ANYAR
1/20 TEMPEST DRIVE
GLENVALE QLD 4350

| | |
|---|---|
| REFERENCE NO: | **7461790** |
| ISSUE DATE: | **6 FEB 2026** |
| **DUE DATE:** | **11 MAR 2026** |
| **AMOUNT DUE:** | **5,776.99** |
| VALUATION: | **Averaged Value 134,167** |

PROPERTY LOCATION: 1/20 Tempest Drive, GLENVALE QLD 4350
PROPERTY DESCRIPTION: Lot 1 SP262220

## SUMMARY OF CHARGES

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

| | |
|---|---|
| Opening Balance as at 30 JAN 2026 | 4,485.42 |
| Rates and Charges (see over) | 1,215.21 |
| Discount (see over) | 49.44 CR |
| State Emergency Management Levy (see over) | 125.80 |
| **Total amount payable if received by 11 MAR 2026** | **5,776.99** |
| Total amount payable if not received by the due date | 5,826.43 |

## 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:** 7461790

BPAY® this payment via Internet or phone banking.
BPAY View® - View and pay this bill using internet banking.
BPAY View Registration No.: 7461790

® Registered to BPAY Pty Ltd ABN 69 079 137 518

BPAY VIEW

*Are you using the right Biller Code and Reference Number?*

**Pay using your smartphone**

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

Available on the App Store | Google play

Post Billpay

Pay in-store at Australia Post

*414 007461790

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



## DETAILED RATES AND CHARGES

| DESCRIPTION: | BASIS: | | RATE / CHARGE: | AMOUNT: |
|---|---|---|---|---|
| General Rate - Category 1.1* | Minimum | 134,167 | 0.007962 | 675.50 |
| Sewerage Charge Residential* | Units | 1 | 626.420000 | 313.21 |
| Public Transport Levy | Units | 1 | 43.580000 | 21.79 |
| Domestic Waste/Recycling Service | Units | 1 | 327.420000 | 163.71 |
| Waste Facilities & Landfill Rehabilitation Levy | Units | 1 | 82.000000 | 41.00 |
| **Total Council Rates and Charges** | | | | **1,215.21** |
| State Emergency Management Levy 2(A) | Units | 1 | 251.600000 | 125.80 |
| **Total State Emergency Management Levy** | | | | **125.80** |

* 5% Discount applies if paid by the due date

Council has received an annual payment of $4,806,624 from the State Government to mitigate any direct effects of the State Waste Levy on households in Council's area.

## METHODS OF PAYMENT

**Paying online** - Visit **www.tr.qld.gov.au/payments**

**Direct debit (rates easy-pay)** - You may have your rate notice paid directly from your nominated cheque or savings account on the due date or in small [illegible] advance. Allow 7 days for the direct debit to be set up.

In-store

**Australia Post** - Payments can be made at any Australia post office with a copy of your rate notice. Cash, cheque or eftpos payments are accepted.

**[illegible]rson** - Cash, cheque, money order, eftpos, Visa or Mastercard. Present this notice to Council's

# 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

TOOWOOMBA REGION

This information was prepared as at 10 OCT 2025

| | |
|---|---|
| REFERENCE NO: | 7461790 |
| ISSUE DATE: | 17 OCT 2025 |
| DUE DATE: | 19 NOV 2025 |
| AMOUNT DUE: | 5,412.23 |

093125 - 011051 - 1/2 - BD 042 4350
AJAH ANYAR APIU ANYAR
1/20 TEMPEST DRIVE
GLENVALE QLD 4350

PROPERTY LOCATION: 1/20 Tempest Drive, GLENVALE QLD 4350
PROPERTY DESCRIPTION: Lot 1 SP262220

## SUMMARY OF CHARGES

| | |
|---|---|
| Water Infrastructure Charge for period ending 31 DEC 2025 | |
| Opening Balance as at 10 OCT 2025 | 4,735.90 |
| Water Infrastructure Charge (See Over) | 397.27 |
| Water Consumption Charge (See Water Advice) | 298.92 |
| Discount on Water Infrastructure Charge @ 5% | 19.86CR |

| | |
|---|---|
| **Total amount payable if received by 19 NOV 2025** | **5,412.23** |
| Total amount payable if not received by the due date | 5,432.09 |

## 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 - 011051

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

**Biller Code: 18366**
**Ref:** 7461790

BPAY® this payment via Internet or phone banking.
BPAY View® – View and pay this bill using internet banking.
BPAY View Registration No.: 7461790

® Registered to BPAY Pty Ltd ABN 69 079 137 518

BPAY VIEW

*Are you using the right biller code and reference number?*

**Pay using your smartphone**

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

Available on the App Store | Google play

Post Billpay

Pay in-store at Australia Post

*414 0007461790

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

# General tenancy agreement (Form 18a)

*Residential Tenancies and Rooming Accommodation Act 2008*

residential tenancies authority

## Part 1 Tenancy information

**Item 1**

### 1.1 Lessor

Name/trading name: Anyar 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: 07 4637 8633

Mobile:

ABN (optional):

Email: hello@hotproperty.realestate

*Note - Item 1.2 is optional.*

**Item 2**

### 2.1 Tenant/s

| | | | |
|---|---|---|---|
| 1. Full name/s | Isaiah Majak | | |
| Phone | | Email | |
| Emergency contact full name/s | | | |
| Emergency contact phone | | | |
| Emergency contact email | | | |

| | | | |
|---|---|---|---|
| 2. Full name/s | Atong Luk | | |
| 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 2.2 is optional. See clause 48(4).

**Item 3**

### 3.1 Lessor's agent If applicable.

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: 07 4637 8633

Mobile:

ABN (optional): 34 910 281 849

Email: hello@hotproperty.realestate

*Note: Item 3.2 is optional.*

# General tenancy agreement (Form 18a)

*Residential Tenancies and Rooming Accommodation Act 2008*

residential tenancies authority

**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 ☑

Text Message Yes ☐ No ☑ Facsimile Yes ☐ No ☑

**4.2 Tenant/s**

Email Yes ☑ No ☐

Text Message Yes ☑ No ☐ Facsimile Yes ☐ No ☑

**4.3 Agent**

Email Yes ☑ No ☐

Text Message Yes ☑ No ☐ Facsimile Yes ☐ No ☑

**Item 5** **5.1 Address of the rental premises**

1/20 Tempest Dr

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** 17 / 02 / 2026 **6.3 Ending on** 22 / 02 / 2027

See clause 4(2)

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

**Item 7** **Rent** $ 520.00 per ☑ weekly ☐ fortnightly ☐ monthly 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 (NAB)

Account no. 356274360 Account name Qld Hot Property Management Trust Account

Payment reference TEMPMAJAK

**Item 10** **Place of rent payment** Insert where the rent must be paid. Item 10 is optional. See clause 8(6) to (8)

Qld Hot Property Management Trust Account

**Item 11** **Day of last rent increase** Insert the day the rent was last increased for the premises

07 / 02 / 2025

*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 12** **Rental bond amount** $ 2,080.00 See clause 13

**Item 13** **13.1 The services supplied to the premises for which the tenant must pay** See clause 16

Electricity ☑ Yes ☐ No
Gas ☑ Yes ☐ No
Phone ☑ Yes ☐ No

Any other service that a tenant must pay ☑ Yes ☐ No
Type: Any service connected by the Tenant(s) — See special terms (page 12)

**13.2 Is the tenant to pay for water supplied to the premises** See clause 17

☐ Yes ☑ No

**Item 14** **If the premises is not individually metered for a service under item 13.1, 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%
Gas: 100%
Phone: 100%
Any other service stated in item 13.1: 100%
See special terms (page 12)

**Item 15** **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 13.1 (See special terms (page 12)): Direct to Supplier

**Item 16** **Number of persons allowed to reside at the premises** 6 See clause 22

**Item 17** **17.1 Are there any body corporate by-laws applicable to the occupation of the premises by a tenant?** ☑ Yes ☐ No

**17.2 Has the tenant been given a copy of the relevant by-laws** See clause 23 ☑ Yes ☐ No

**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:

**Item 19** **The type and number of pets approved by the lessor to be kept at the premises** See clauses 34 to 37

Type: Number: Type: Number:

For more information on what is defined as a pet and working dog visit the RTA's Renting with pets webpage.

# 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 item 5.2; and

(b) a reference to a numbered section is a reference to the section in the *Residential Tenancies and Rooming Accommodation Act 2008* ***(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 of this agreement; 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 - ss 52 and 54-56

(1) This part states, under 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.

(6) Any body corporate by-laws that apply to the occupation of the premises by the tenant, for the time being in force, are taken to be terms of this agreement.

(7) A breach of this agreement may also be an offence under the Act.

*Examples* for subclause (7) –

1 It is an offence for the lessor or lessor's agent to enter the premises in contravention of the rules of entry under sections 192 to 199.

2 It is an offence if the tenant does not sign and return the condition report to the lessor or lessor's agent under section 65.

### 3 More than 1 lessor or tenant

(1) This clause applies if more than 1 person is named in item 1 or 2

(2) Each lessor named in item 1 must perform all of the lessor's obligations under this agreement.

(3) Each tenant named in item 2 -

(a) holds their interest in the tenancy -

(i) if a special term states the tenants are joint tenants—as a joint tenant; or

(ii) otherwise—as a tenant in common; and

(b) must perform all the tenant's obligations under this agreement.

## Division 2 Entering tenancy

### 4 Start of tenancy

(1) The tenancy starts on the day stated in 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 or lessor's agent must prepare, in the approved form, and sign a condition report for the premises.

(2) A copy of the condition report must be given to the tenant on or before the day the tenant occupies the premises under this agreement.

(3) If the tenant does not agree with the condition report, the tenant must mark the copy of the report in an appropriate way to show the parts the tenant disagrees with.

(4) The tenant must sign and return the copy of the condition report to the lessor or lessor's agent no 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.

(5) After the copy of the condition report is returned to the lessor or lessor's agent by the tenant, the lessor or lessor's agent must make a copy of the condition report and return it to the tenant within 14 days.

(6) However, the lessor or lessor's agent 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.

(7) If a condition report is not prepared for this agreement because subclause (6) 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 324A;

(v) a separate written agreement between the lessor and tenant under section 277(a) to end this 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 certain 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 other than in a way 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 40 and the information statement.

(3) This clause does not apply if, after experiencing domestic violence, the tenant ends the tenant's interest in this agreement under chapter 5, part 1, division 3, subdivision 2A of the Act.

For more information visit the Domestic violence in a rental property webpage on the RTA website.

## 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 item 7.
(2) The rent must be paid on the days stated in item 8.
(3) The rent must be paid -
(a) in a way stated in item 9; or
*Note* – Under section 83, at least 2 ways for the tenant to pay the rent must be stated in this agreement.
(b) in a way agreed after the signing of this agreement by -
(i) the lessor or tenant giving the other party a notice proposing a way; and
(ii) the other party agreeing to the proposal in writing; or
(c) if the lessor or lessor's agent intends to change the way rent is paid to a way that is not stated in item 9 and no way is agreed to after the signing of this agreement – in a way the lessor or lessor's agent proposes by written notice to the tenant under section 84A.
(4) The lessor or lessor's agent must give the tenant a 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 or lessor's agent must declare any financial benefit the lessor or lessor's agent may receive if the tenant uses a particular way to pay rent.
(6) If a place is stated in item 10, the rent must be paid at the place.
(7) If, after the signing of this agreement, the lessor gives a notice to the tenant stating a place, or a different place, for payment of rent 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 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 office of the lessor's agent

### 9 Rent in advance - s 87

The lessor or lessor's agent 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 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 –
(a) the amount of the increased rent; and
(b) the day from when the rent is payable; and
(c) the day the rent was last increased for the premises.
(3) The day stated from when the increased rent is payable must not be earlier than the later of the following –
(a) 2 months after the day the notice is given;
(b) 12 months after the last rent increase for the premises in accordance with 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 the Act; and
(b) the increased rent is not payable earlier than 12 months after the last rent increase for the premises in accordance with section 93; and
(c) the increase in rent does not relate to –
(i) compliance of the premises 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 rent 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 reducing or setting aside the amount of the proposed 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 tenant receives the notice; and
(b) if this agreement is a fixed term agreement – before the term of this agreement ends.

### 12 Rent decreases - s 94

Under section 94, the rent may decrease in certain situations.
*Note* - For information about 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 item 12, the tenant must pay to the lessor or the lessor's agent the bond –
(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 rental bond that may be required. See sections 112(1) and 146 and the information statement.
(2) The lessor or the lessor's agent must, within 10 days of receiving the rental 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 rental bond is intended to be available to financially protect the lessor if the tenant breaches this agreement.
*Example* - The lessor may claim against the rental 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 rental bond at the end of the tenancy, see sections 125 to 141 and the information statement.

### 14 Increase in rental 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, following 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 notice is given to the tenant.

# 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 for the premises.
*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 item 13.1; and
(c) either -
(i) the premises are individually metered for the service; or
(ii) Item 14 states how the tenant's apportionment of the cost of the service is to be worked out; and
(d) item 15 states how the charge may be recovered by the lessor from the tenant.

*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) Item 13.2 states that the tenant must pay for water supplied to the premises.

(2) However, the tenant does not have to pay an amount -
(a) that is more than the amount of the water consumption charges payable to the relevant water supplier; or
(b) that is a fixed charge for the water service to the premises.

(3) Also, the tenant does not have to pay an amount for a reasonable quantity of water supplied to the premises for a period if, during the period, the premises are not water efficient for section 166.

(4) In deciding what is a reasonable quantity of water for subclause (3), regard must be had to the matters mentioned in section 169(4)(a) to (e).

(5) The lessor must give the tenant copies of water consumption charges documents within 4 weeks after the lessor receives the documents.

(6) The tenant must pay the amount of the water consumption charge to the lessor within 4 weeks after the lessor gives the tenant copies of the water consumption charges documents about the incurring of the amount.

(7) The tenant is not required to pay an amount for the water consumption charges if the tenant has not received a copy of the water consumption charges document about the amount payable to the relevant water supplier.

(8) Subclause (9) 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.

(9) The tenant may be required to pay an amount calculated for a partial billing 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; and
(c) the rate used to calculate the water consumption charge stated in the most recent water consumption charges document.

(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.

*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.

***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.

# Division 6 Rights and obligations 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.

*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.

## 21 Tenant's use of premises - ss 10 and 184

(1) The tenant may use the premises -
  (a) only as a place of residence; or
  (b) mainly as a place of residence and 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
  - making 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 Number of occupants allowed

No more than the number of persons stated in item 16 may reside at the premises.

## 23 Body corporate by-laws - 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.

# Subdivision 2 Standard of premises

## 24 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: and
  (e) the premises otherwise comply with any prescribed minimum housing standards applying to the premises.
(2) While the tenancy continues, the lessor must -
  (a) maintain the premises in a way that the premises remain fit for the tenant to live in; and
  (b) maintain the premises in good repair; and
  (c) ensure any law dealing with issues about the health or safety of persons using or entering the premises is complied with; and
  (d) keep any common area included in the premises clean; and
  (e) ensure the premises otherwise comply with any prescribed minimum housing standards applying to the premises.
(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.

## 25 Tenant's obligations generally - s 188

(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 caused by an act of domestic violence experienced by the tenant.
  For more information visit the Domestic violence in a rental property webpage on the RTA website.

# Subdivision 3 The dwelling

## 26 Fixtures or structural changes - ss 207-209

(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 agrees to the request; and
  (c) for body corporate premises—the body corporate agrees to the request; and
  (d) the fixture is attached, or structural change is made, in accordance with the lessor's agreement.
  *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 agrees to the request and the premises are body corporate premises –
    (i) state that the lessor's agreement is subject to the agreement by 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 agrees to 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 conditions -*
  - that the tenant must maintain the fixture in a particular way
  - that the tenant must remove the fixture and 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 of the agreement given by the lessor or body corporate.

(5) In this clause–
***body corporate premises means premises –***
(a) that are part of a body corporate scheme; and
(b) 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.

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

(1) This clause applies if—
(a) the tenant attaches a fixture, or makes a structural change, to the premises; and
(b) the lessor's agreement is given under section 208 to attach the fixture or make the structural change; and
(c) the tenant does not attach the fixture, or make the structural change, in accordance with the lessor's agreement.
(2) The lessor may –
(a) take action for a breach of a term of this agreement; or
(b) waive the breach and treat the fixture or structural change as an improvement to the premises for the lessor's benefit.

## 28 Supply of locks and keys - s 210

(1) The lessor must supply and maintain all locks necessary to ensure the premises are reasonably secure.
(2) The lessor must give the tenant, or if there is more than 1 tenant, give 1 of the tenants, a key for each lock that -
(a) secures an entry to the premises; or
(b) secures a road or other place normally used to gain access to, or leave, the area or building in which the premises are situated; or
(c) is part of the premises.
(3) If there is more than 1 tenant, the lessor must give the other tenants a key for the locks mentioned in subclause (2)(a) and (b).

## 29 Changing locks - ss 211 and 212

(1) The lessor or tenant may change a lock at the premises only if –
(a) the other party to this agreement agrees to the change; or
(b) the lessor or tenant has a reasonable excuse for making the change; or
(c) the lessor or tenant believes the change is necessary because of an emergency; or
(d) the lock is changed to comply with an order of the tribunal.
(2) However, the tenant may also change a lock at the premises if the tenant –
(a) believes the change is necessary to protect the tenant or another occupant of the premises from domestic violence; and
For more information visit the Domestic violence in a rental property webpage on the RTA website.
(b) engages a locksmith or other qualified tradesperson to change the lock.
(3) The lessor or tenant must not act unreasonably in failing to agree to the change of a lock.
(4) If the lessor or tenant changes the lock, the lessor or tenant must give the other party to this agreement a key for the changed lock, unless -
(a) the other party agrees to not being given the key; or
(b) the tribunal orders that the key not be given to the other party.
(5) If the tenant changes a lock under subclause (2) and gives the lessor a key for the changed lock, the lessor must not give the key to any other person without the tenant's agreement or a reasonable excuse.
(6) The right of the lessor or tenant to change a lock under this clause is subject to a body corporate law or a body corporate by-law that applies to the premises.

## Subdivision 4 Damage and repairs

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

(1) ***Emergency repairs*** are works needed to repair any of the following -
(a) a burst water service or serious water service leak;
(b) a blocked or broken lavatory system;
(c) a serious roof leak;
(d) a gas leak;
(e) a dangerous electrical fault;
(f) flooding or serious flood damage;
(g) serious storm, fire or impact damage;
(h) a failure or breakdown of the gas, electricity or water supply to the premises;
(i) a failure or breakdown of an essential service or appliance on the premises for hot water, cooking or heating;
(j) a fault or damage that makes the premises unsafe or insecure;
(k) a fault or damage likely to injure a person, damage property or unduly inconvenience a tenant of the premises;
(l) a serious fault in a staircase, lift or other common area of the premises that unduly inconveniences a tenant in gaining access to, or using, the premises.
(2) Also, ***emergency repairs*** are works needed for the premises to comply with the prescribed minimum housing standards.
(3) ***Routine repairs*** are repairs other than emergency repairs.

## 31 Nominated repairer for emergency repairs - s 216

(1) The lessor's nominated repairer for emergency repairs of a particular type must be stated either -
(a) in item 18; or
(b) in a notice given by the lessor to the tenant.
(2) The notice must state –
(a) the name and telephone number of the nominated repairer; and
(b) whether or not the nominated repairer is the tenant's first point of contact for notifying of the need for emergency repairs.
(3) The lessor must give notice to the tenant of any change of the lessor's nominated repairer or the telephone number of the nominated repairer.
(4) This clause does not apply if –
(a) the lessor has given the tenant a telephone number of the lessor; and
(b) the lessor gives notice to the tenant that the lessor is to arrange for emergency repairs to be made to the premises.

## 32 Notice of damage - s 217

(1) If the tenant knows the premises have been damaged, the tenant must give notice as soon as practicable of the damage.
(2) If the premises need routine repairs, the notice must be given to the lessor.
(3) If the premises need emergency repairs, the notice must be given to the lessor if -
(a) there is no nominated repairer for the repairs; or
(b) a nominated repairer for the repairs is not the tenant's first point of contact; or
(c) a nominated repairer for the repairs is the tenant's first point of contact but the tenant has been unable to contact the repairer after making reasonable efforts.
(4) If the premises need emergency repairs and there is a nominated repairer of the lessor for the repairs, the notice must be given to the repairer if–
(a) the repairer is the tenant's first point of contact; or
(b) the repairer is not the tenant's first point of contact but the tenant has been unable to contact the lessor after making reasonable efforts.
(5) Despite clause 48, a notice under this clause does not need to be written.

(6) This clause does not apply to the tenant for damage caused by an act of domestic violence experienced by the tenant.
For more information visit the Domestic violence in a rental property webpage on the RTA website.

### 33 Emergency repairs arranged by tenant - ss 218 and 219

(1) The tenant may arrange for a suitably qualified person to make emergency repairs of the premises 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 the repairs; or
(b) the repairs are not made within a reasonable time after notice is given.

*Note* – Section 219A also provides that the lessor's agent may arrange for emergency repairs.

(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

### 34 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 19.

*Notes* -
1 If item 19 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 at the premises see clause 36.

(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.

### 35 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 caused by the pet or other animal.
(3) Damage to the premises caused by the pet or other animal is not fair wear and tear.

### 36 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 37 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 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 37 – 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).

### 37 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 under clause 36(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

## 38 General - ss 238 and 240

(1) Subject to clause 39, the tenant may transfer all or a part of the tenant's interest under this agreement, or sublet the premises, only if –
  (a) the lessor agrees in writing to the transfer or subletting; or
  (b) the transfer or subletting is made under an order of the tribunal.
(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.

## 39 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 is given under the tenant's terms of employment.
(2) The tenant may transfer the whole or part of the tenant's interest under this agreement, or sublet the premises, only if the lessor agrees in writing to the transfer or subletting.

# Division 8 When agreement ends

## 40 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 stated in the notice; 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 stated in the notice; 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.

## 41 Condition premises must be left in - s 188

(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 caused by an act of domestic violence experienced by the tenant.
For more information visit the Domestic violence in a rental property webpage on the RTA website.

## 42 Keys

At the end of the tenancy, the tenant must return to the lessor all keys for the premises.

## 43 Tenant's forwarding address - s 205

(1) When handing over possession of the premises, the tenant must, if the lessor or lessor's agent asks the tenant in writing to state the tenant's new residential address, tell the lessor or lessor's 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 lessor's agent the new address; or
  (b) after experiencing domestic violence, the tenant ended the tenant's interest in this agreement, under chapter 5, part 1, division 3, subdivision 2A of the Act.
  For more information visit the Domestic violence in a rental property webpage on the RTA website.

## 44 Exit condition report - s 66

(1) The tenant must, on or before the day this agreement ends, prepare, and sign a condition report for the premises in the approved form.
*Note* – For the approved form for the condition report, see the information statement.
(2) As soon as practicable after this agreement ends, the tenant must give 1 copy of the condition report to the lessor or 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
(3) The lessor or the lessor's agent must, within 3 business days after receiving the copy of the condition report –
  (a) sign the copy; and
  (b) if the lessor or lessor's agent does not agree with the report – show the parts of the report the lessor or lessor's 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 lessor's agent – make a copy of the report and return it to the tenant at the address.
(4) The lessor or lessor's agent must keep a copy of the condition report signed by both parties for at least 1 year after this agreement ends.

## 45 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.

# Division 9 Miscellaneous

## 46 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, the lessor's agent or a person nominated by the lessor or lessor's agent.

(2) Subclause (1) does not apply to -

(a) a requirement about a service charge; or

(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 37; and

(iii) does not require the tenant to buy cleaning or fumigation services from a particular person or business.

## 47 Lessor's agent - s 206

(1) The name and address for service of the lessor's agent is stated in item 3.

(2) Unless a special term provides otherwise, the lessor's agent may –

(a) stand in the lessor's place in any application to the 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.

*Note* – See also sections 24 and 25

## 48 Notices

(1) A notice under this agreement must be written and, if there is an approved form for the notice, in the approved form.

(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 relevant party –

(a) by giving it to the relevant party personally; or

(b) if an address for service for the relevant party is stated in item 1, 2 or 3 – by leaving it at the address; or sending it by prepaid post as a letter to the address; or

(c) if an electronic address for a type of electronic communication for the relevant party is stated in item 1, 2 or 3 and item 4 indicates that a notice may be given by that type of electronic communication – by sending it by electronic communication to the electronic address in accordance with the *Electronic Transactions (Queensland) Act 2001*.

*Examples of types of electronic communication – email, facsimile, text message*

(4) If no address for service is stated in item 2 for the tenant, the tenant's address for service is taken to be the address of the premises.

(5) A relevant party may change their address for service, or electronic address only by giving notice to each other relevant party of their new address for service, or a new electronic address.

(6) On the giving of a notice of a new address for service, or new electronic address for a relevant party, the address for service, or electronic address stated in the notice is taken to be the relevant party's address for the relevant item in this agreement.

(7) A relevant party may withdraw their consent to notices being given to them by electronic communication, or to a specific electronic address, only by giving notice to each other relevant party that notices are no longer to be given to the relevant party electronically, or to that electronic address.

(8) Unless the contrary is proved -

(a) a notice left at an address for service is taken to have been received by the person 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 electronic communication to an electronic address is taken to have been received by the recipient –

(i) if the type of electronic communication is email – when the email enters the recipient's email server; or

(ii) if the type of electronic communication is facsimile – when the sender's facsimile machine produces a transmission report indicating all pages of the notice have been successfully sent; or

(iii) otherwise – at the time stated in the *Electronic Transactions (Queensland) Act 2001*, section 24.

(9) In this clause –

***relevant party*** means –

(a) the lessor; or

(b) the tenant; or

(c) if there is an agent of the lessor – the lessor's agent.

## 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.

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 lessors agent including in respect to the agent, the agents business and any of the employees of the agent.

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

Names of Approved Occupants: Isaiah Majak, Atong Luk (2 x Tenants), 4 x Dependants

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

Brianna Waugh - Hot Property

Signature

Signed by:
Brianna Waugh - Hot Property (AUS)
01975A6759C2498...

Date / /
04-12-2025

**Signature of tenant 1**

Print name

Isaiah Majak

Signature

Signed by:
9D0382F6DA764F9...

Date / /
16-11-2025

**Signature of tenant 2**

Print name

Atong Luk

Signature

Signed by:
D64DB749C1DB4FF...

Date / /
04-12-2025

**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.*

## 49 Occupation and use of premises

The tenant must not permit persons other than the persons nominated as approved occupants in Part 1 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.

## 50 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 38.

## 51 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 24(1)(e) and 24(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 26;
- (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.

## 52 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.

## 53 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.

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

# Special Terms *continued...*

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

## 54 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.

## 55 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.

## 56 Tenant's insurance

It is the responsibility of the tenant and/or approved occupant to adequately insure their own property and possessions.

## 57 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.

## 58 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 26 of the standard terms;

(d) In circumstances where consent is provided to the tenant by the lessor in accordance with clause 26 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 58(1) and 58(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.

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

# Special Terms *continued...*

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

## 59 Pets

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

(1) In addition to clause 34(3), the lessor approves a pet as stated in Item 19 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 59 relate only to the lessor's approval to keep a pet at the premises as stated in Item 19 of this agreement.

(4) For requests for approval to keep a pet at the premises inconsistent with Item 19 of this agreement, see clauses 36 and 37 of this agreement and sections 184D to 184F of the Act.

## 60 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)*

# 2 Bond lodgement (Form 2)

*Residential Tenancies and Rooming Accommodation Act 2008*
*(Sections 116–119)*

rta residential tenancies authority

*Only tenants/residents who pay bond, and the property manager/owner, should fill out this form. Where possible, tenants/residents and property managers/owners should lodge the bond using the RTA's Bond Lodgement Web Service at rta.qld.gov.au instead of this form.*

*By submitting this form to the Residential Tenancies Authority (RTA), each signatory affirms that, to the best of their knowledge, the information provided by them on this form is accurate and truthful and confirms that the document is not false or misleading in any material particular.*

Page 1 of 2 - Complete all pages **Lodge form online (rta.qld.gov.au) or by post. Do not email this form.**

☐ **New bond** OR ☑ **Existing rental bond number** 721287429

**1 Address of rental property** (rooming accommodation: include room number)

1/20 Tempest Dr
Glenvale, QLD Postcode 4350

**2 Agreement starts** 17 / 02 / 2026 **Agreement ends** 22 / 02 / 2027

**3 Number of bedrooms** 3

**4 Type of dwelling**

| | |
|---|---|
| **Residential tenancy** | ☑ Flat/unit ☐ House ☐ Townhouse ☐ Granny Flat<br>☐ Moveable dwelling/site ☐ Moveable dwelling/site with electricity supplied and individually metered |

OR

| | |
|---|---|
| **Rooming accommodation** | ☐ Boarding house ☐ Supported accommodation ☐ Student rooming accommodation ☐ Granny Flat<br>☐ Room within a property where the owner also lives |

**5 Type of management**

| | |
|---|---|
| **Residential tenancy** | ☐ Owner ☑ Property manager ☐ Moveable dwelling owner/manager<br>☐ Social housing organisation<br>☐ Other |

OR

| | |
|---|---|
| **Rooming accommodation** | ☐ Owner ☐ Manager/provider ☐ Real estate agent<br>☐ Other |

**6 Property manager/owner**

| | | | |
|---|---|---|---|
| Full name/trading name Qld Hot Property Management Pty Ltd ATF Qld Hot Property Management Unit Trust t/a Hot Property Aus | | | |
| ABN 3 4 9 1 0 2 8 1 8 4 9 | RTA ID (if known) 111 203 806 | | |
| Postal address Suite 2 / 200 Hume Street, East Toowoomba, QLD | | | Postcode 4350 |
| Phone 07 4637 8633 | Mobile | Date 14/11/2025 | Signature Signed by: Brianna Waugh – Ho 01975A6759C2498... |
| Email hello@hotproperty.realestate | | ☑ tick if you agree to receive RTA notices by email | |

04-12-2025

**7 Payment method**

☐ Cheque/money order ☑ BPAY (Payment reference will be emailed)

If you are lodging this paper Bond lodgement form, please select one of the two payment methods above. For a fast, secure and convenient transaction, tenants/residents and property managers/owners can also use the RTA's Bond Lodgement Web Service to lodge and pay the bond online in minutes using credit card, debit card or BPAY.

*Continued on page 2*

# 2 Bond lodgement (Form 2)

*Residential Tenancies and Rooming Accommodation Act 2008 (Sections 116–119)*

residential tenancies authority

Page 2 of 2 - Complete all pages

**IMPORTANT:** *Copy rental bond details and address of rental property from page 1*

☐ **New bond** OR ☑ **Existing rental bond number** 721287429

**Address of rental property** (rooming accommodation: include room number)

1/20 Tempest Dr

Glenvale, QLD — Postcode 4350

**8 Weekly rent and bond**

| Total bond | Weekly rent | Bond paid with this form |
|---|---|---|
| $ 2,080.00 | $ 520.00 | $ 80.00 |

Tenant receives a rent subsidy (property owner is tenant's employer) Yes ☐

When was the rent for the premises last increased? Date 07 / 02 / 2025

Is the property manager/owner or provider classified as exempt, as defined in the Act? Yes ☐ No ☑

Did the property owner/provider purchase the rental premises within 12 months of the tenancy agreement commencing? Yes ☐ No ☑

If yes to above: What was the date the property was purchased? / /

**9 Tenants/residents who have paid bond money** (include individual amounts)

Important: please provide a unique email address, which isn't shared with anyone else and can only be used by you. The RTA cannot record the same email address for multiple customers due to privacy and security reasons. If you provide the same email address as another RTA customer, we will communicate with you by post for future bond and tenancy transactions.

Tenant 1

| | | |
|---|---|---|
| First name/s Isaiah | Last name Majak | $ 40.00 |
| Date of birth / / | Phone | Mobile |
| RTA ID (if known) | Date 14 /11 / 2025 | **Signature** Signed by: 9D0382F6DA764F9... 16-11-2025 |
| Email | ☑ tick if you agree to receive RTA notices by email | |

Optional - do you identify as: *(mark all that apply)*
☐ Aboriginal and Torres Strait Islander peoples ☐ Culturally and Linguistically diverse people ☐ People living with a disability

Tenant 2

| | | |
|---|---|---|
| First name/s Atong | Last name Luk | $ 40.00 |
| Date of birth / / | Phone | Mobile |
| RTA ID (if known) | Date 14 /11 / 2025 | **Signature** Signed by: D64DB749C1DB4FF... 04-12-2025 |
| Email | ☑ tick if you agree to receive RTA notices by email | |

Optional - do you identify as: *(mark all that apply)*
☐ Aboriginal and Torres Strait Islander peoples ☐ Culturally and Linguistically diverse people ☐ People living with a disability

Tenant 3

| | | |
|---|---|---|
| First name/s | Last name | $ |
| Date of birth / / | Phone | Mobile |
| RTA ID (if known) | Date / / | **Signature** |
| Email | ☐ tick if you agree to receive RTA notices by email | |

Optional - do you identify as: *(mark all that apply)*
☐ Aboriginal and Torres Strait Islander peoples ☐ Culturally and Linguistically diverse people ☐ People living with a disability

# 2 Bond lodgement (Form 2)

*Residential Tenancies and Rooming Accommodation Act 2008*
*(Sections 116–119)*

residential tenancies authority

## Use this form to

- pay the bond (full, or part payment), or
- increase the bond (rent has been increased)

The bond can be paid to the RTA by the tenant or the property manager/owner. Once the property manager/owner receives the bond, **it must be paid to the RTA within 10 days.** It is an offence not to do so.

## Paying the bond

Online | Where possible, tenants/residents and property managers/owners are encouraged to lodge the bond online using the RTA's Bond Lodgement Web Service instead of this paper form. It's fast, secure, 24/7 and supports BPAY, credit card and debit card payments.

Cheque/money order | Please post payments to the RTA – Residential Tenancies Authority, GPO Box 390, Brisbane, Qld, 4001.

BPAY | Once the RTA receives and processes this form, BPAY details will be issued for payment to be made. BPAY details will be sent via post or email (if the RTA has a consented email address on file for you). To opt in to receiving RTA emails, you can update your details using RTA Web Services.

*The RTA is collecting your personal information for the purpose of carrying out the RTA's functions under the Residential Tenancies and Rooming Accommodation Act 2008 (Qld) and may provide your information to QCAT and other bodies in accordance with the RTA's functions. For more information see the RTA's privacy plan contained on the RTA website.*

*The RTA does not accept responsibility for any loss or damage which may result from providing incorrect information to the RTA.*

*Section 447 of the Residential Tenancies and Rooming Accommodation Act 2008 (Qld) makes it an offence for a person to knowingly give the RTA documents containing false or misleading information. Maximum penalty for such an offence – 20 penalty units.*

## Maximum bond

Residential tenancy

- equal to 4 weeks rent regardless of the weekly rent amount

Moveable dwelling (e.g. caravan)

- equal to 2 weeks rent regardless of the weekly rent amount
- when electricity is supplied and individually metered, equal to 3 weeks rent regardless of the weekly rent amount

Rooming accommodation

- equal to 4 weeks rent regardless of the weekly rent amount
- if bond is paid in instalments, go to rta.qld.gov.au for details

## Rent increase

You can find the date of the last rent increase on your General Tenancy Agreement (Form 18a, Form 18b or Form R18) or alternatively ask your property manager/owner or provider.

The property manager/owner or provider must not increase, or propose to increase, the rent payable by a tenant/resident less than 12 months after the last rent increase for the residential premises or resident's room.

Rent increase requirements do not apply to exempt property managers/owners or exempt providers. The Act provides definitions for an exempt property manager/owner and an exempt provider.

For properties being rented for the first time, the date of the last rent increase is the date the property is first rented.

Interpreter

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

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 applies 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.

# 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

Interpreter

**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**

*Pocket guide for tenants – houses and units* (Form 17a) Information Statement
Form 17a – v19 May25  ISBN: 978-0-9586156-1-7

# BY-LAWS – 20 TEMPEST CTS 44787

**1 Noise**

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

**2 Vehicles**

(1) The occupier of a lot must not

(a) park a vehicle, or allow a vehicle to stand, in a regulated parking area; or

(b) without the approval of the body corporate, park a vehicle, or allow a vehicle to stand, on any other part of the common property; or

(c) permit an invitee to park a vehicle, or allow a vehicle to stand, on the common property, other than in a regulated parking area.

(2) An approval under subsection (1)(b) must state the period for which it is given.

(3) The body corporate may cancel the approval by giving 7 days written notice to the occupier.

(4) In this section regulated parking area means an area of scheme land designated as being available for use, by invitees of occupiers of lots included in the scheme, for parking vehicles.

**3 Obstruction**

The occupier of a lot must not obstruct the lawful use of the common property by someone else.

**4 Damage to lawns etc.**

(1) The occupier of a lot must not, without the body corporate's written approval

(a) damage a lawn, garden, tree, shrub, plant or flower on the common property; or

(b) use a part of the common property as a garden.

(2) An approval under subsection (1) must state the period for which it is given.

(3) However, the body corporate may cancel the approval by giving 7 days written notice to the occupier.

**5 Damage to common property**

(1) An occupier of a lot must not, without the body corporate's written approval, mark, paint, drive nails, screws or other objects into, or otherwise damage or deface a structure that forms part of the common property.

(2) However, an occupier may install a locking or safety device to protect the lot against intruders, or a screen to prevent entry of animals or insects, if the device or screen is soundly built and is consistent with the colour, style and materials of the building.

(3) The owner of a lot must keep a device installed under subsection (2) in good order and repair.

**6 Behaviour of invitees**

An occupier of a lot must take reasonable steps to ensure that the occupier's invitees do not behave in a way likely to interfere with the peaceful enjoyment of another lot or someone else's peaceful enjoyment of the common property.

**7 Leaving of rubbish etc. on the common property**

The occupier of a lot must not leave rubbish or other materials on the common property in a way or place likely to interfere with the enjoyment of the common property by someone else.

**8 Appearance of lot**

(1) The occupier of a lot must not, without the body corporate's written approval, make a change to the external appearance of the lot unless the change is minor and does not detract from the amenity of the lot and its surrounds.

(2) The occupier of a lot must not, without the body corporate's written approval

(a) hang washing, bedding, or another cloth article if the article is visible from another lot or the common property, or from outside the scheme land; or

(b) display a sign, advertisement, placard, banner, pamphlet or similar article if the article is visible from another lot or the common property, or from outside the scheme land.

(3) Subsection (2)(b) does not apply to a real estate advertising sign for the sale or letting of the lot if the sign is of a reasonable size.

**9 Storage of flammable materials**

(1) The occupier of a lot must not, without the body corporate's written approval, store a flammable substance on the common property.

(2) The occupier of a lot must not, without the body corporate's written approval, store a flammable substance on the lot unless the substance is used or intended for use for domestic purposes.

(3) However, this section does not apply to the storage of fuel in

(a) the fuel tank of a vehicle, boat, or internal combustion engine; or

(b) a tank kept on a vehicle or boat in which the fuel is stored under the requirements of the law regulating the storage of flammable liquid.

**10 Garbage disposal**

(1) Unless the body corporate provides some other way of garbage disposal, the occupier of a lot must keep a receptacle for garbage in a clean and dry condition and adequately covered on the lot, or on a part of the common property designated by the body corporate for the purpose.

(2) The occupier of a lot must

(a) comply with all of the following laws about the disposal of garbage

(i) if the lot is in an urban development area by-laws, and any local laws that apply;

(ii) if the lot is not in an urban development area local laws; and

(b) ensure that the occupier does not, in disposing of garbage, adversely affect the health, hygiene or comfort of the occupiers of other lots.

**11 Keeping of animals**

(1) The occupier of a lot must not, without the body corporate's written approval

(a) bring or keep an animal on the lot or the common property; or

(b) permit an invitee to bring or keep an animal on the lot or the common property.

(2) The occupier must obtain the body corporate's written approval before bringing, or permitting an invitee to bring, an animal onto the lot or the common property.

**12 Exclusive Use**

The proprietors of lots identified in Schedule E are entitled to exclusive use of the areas allocated therein and as identified on the sketch plans marked “EU1” and “EU2” on plan “A” attached hereto.

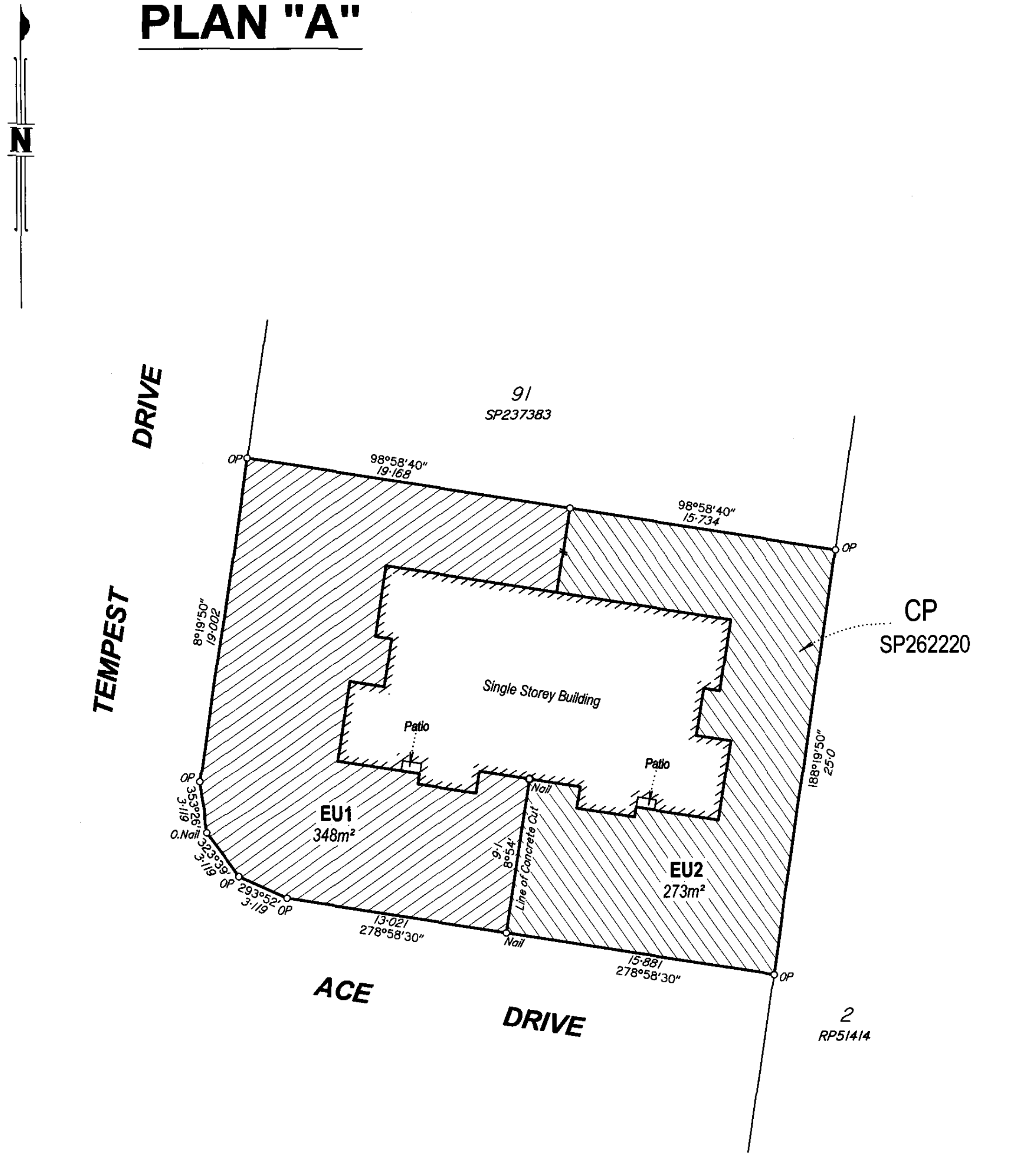
**SCHEDULE E DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY**

| Lot on Plan | Exclusive area |
|---|---|
| LOT 1 ON SP262220 | Area EU1 on Plan A |
| LOT 2 ON SP262220 | Area EU2 on Plan A |

SKETCH PLAN

Sheet 5 of 6

# PLAN "A"




Denotes centreline of fence

Denotes outside face of building walls

*Exclusive Use Areas are defined by the outside face of building walls, edge of patios, centreline of dividing fences and the base parcel property boundaries as noted.*

**Scale 1:250 – Lengths are in Metres.**

2 0 2 4 6 8 10 12 14 16 18 20 22 24 26 28 30 32 34 36 38

0 50 mm 100 mm 150 mm

FERTILE SOIL PTY LTD (ACN 123 178 610), hereby certify that the details shown on this sketch plan are correct.

Director

Date: 13/4/17

FERTILE SOIL PTY. LTD. A.C.N. 123 178 610 The Common Seal Of

*Plan of Exclusive Use Areas in Common Property of Level A of "20 Tempest" CTS (SP262220)*

PARISH: ***DRAYTON*** COUNTY: ***Aubigny***

Meridian: SP262220 F/N's: No

Scale: 1:250

Format: SKETCH

12113–EU

Plan Status:

docusign

## Certificate Of Completion

| | | |
|---|---|---|
| Envelope Id: DC83CF7C-7637-4599-9DD5-5BE98F5DDE48 | | Status: Completed |
| Subject: Sign Request - Lease Renewal - 1/20 Tempest Dr - 17/02/2026-22/02/2027 | | |
| Source Envelope: | | |
| Document Pages: 31 | Signatures: 6 | Envelope Originator: |
| Certificate Pages: 5 | Initials: 0 | Concierge |
| AutoNav: Enabled | | concierge@realworks.com.au |
| EnvelopeId Stamping: Enabled | | IP Address: 3.106.212.4 |
| Time Zone: (UTC+10:00) Brisbane | | |

## Record Tracking

| | | |
|---|---|---|
| Status: Original<br>14-11-2025 \| 17:18 | Holder: Concierge<br>concierge@realworks.com.au | Location: DocuSign |

| Signer Events | Signature | Timestamp |
|---|---|---|
| Atong Luk<br>atongchol70@gmail.com<br>Security Level: Email, Account Authentication (None) | Signed by:<br>D64DB749C1DB4FF...<br>Signature Adoption: Drawn on Device<br>Using IP Address: 124.148.81.230<br>Signed using mobile | Sent: 14-11-2025 \| 17:18<br>Resent: 04-12-2025 \| 11:20<br>Viewed: 04-12-2025 \| 12:33<br>Signed: 04-12-2025 \| 12:41 |

**Electronic Record and Signature Disclosure:**
Accepted: 04-12-2025 | 12:33
ID: 6bc12017-5ac8-4f59-872e-6e17b72e14bf

| | | |
|---|---|---|
| Isaiah Majak<br>majakichol@live.com<br>Security Level: Email, Account Authentication (None) | Signed by:<br>9D0382F6DA764F9...<br>Signature Adoption: Drawn on Device<br>Using IP Address: 115.64.110.69<br>Signed using mobile | Sent: 14-11-2025 \| 17:18<br>Viewed: 16-11-2025 \| 12:42<br>Signed: 16-11-2025 \| 12:50 |

**Electronic Record and Signature Disclosure:**
Accepted: 16-11-2025 | 12:42
ID: eae927f3-9f3d-46aa-aa31-3f55a87ca92d

| | | |
|---|---|---|
| Brianna Waugh - Hot Property (AUS)<br>brianna@hotproperty.realestate<br>Security Level: Email, Account Authentication (None) | Signed by:<br>Brianna Waugh - Hot Property (AUS)<br>01975A6759C2498...<br>Signature Adoption: Pre-selected Style<br>Using IP Address: 115.70.79.106 | Sent: 04-12-2025 \| 12:41<br>Viewed: 04-12-2025 \| 15:33<br>Signed: 04-12-2025 \| 15:33 |

**Electronic Record and Signature Disclosure:**
Accepted: 04-12-2025 | 15:33
ID: 591e4896-7ba6-4ba0-bba4-48f75ecf00a8

| 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 | 14-11-2025 \| 17:18 |
| Certified Delivered | Security Checked | 04-12-2025 \| 15:33 |
| Signing Complete | Security Checked | 04-12-2025 \| 15:33 |
| Completed | Security Checked | 04-12-2025 \| 15:33 |

| Payment Events | Status | Timestamps |
| --- | --- | --- |

**Electronic Record and Signature Disclosure**

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i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

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..

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- 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.

***Your Toowoomba STRATA Contact:***
*Brittany McGrath*
*07 4639 1955*

# FORM 33 - BODY CORPORATE CERTIFICATE
# COVER SHEET

Toowoomba STRATA

Toowoomba Strata Pty Ltd
ABN 73 010 319 892

1/200 Hume Street
PO Box 2244
TOOWOOMBA QLD 4350

**T 07 4639 1955**
E email@toowoombastrata.com.au
W www.toowoombastrata.com.au

Please find attached the following:-

- Form 33 - Body Corporate Certificate
- Register of Assests
- Register of Authorisation Affecting the Lots
- Register of Leases and Licences
- By-Laws
- Community Management Statement
- Building Management Statement (if applicable)
- Sinking Fund Forecast (most recent if held)
- Financial Statements (most recent)
- Certificate of Currency for Insurance (If applicable)
- Other Required Certificates (if applicable)

## Details of the Subject Lot

| | |
|---|---|
| Lot Number | **1** |
| Unit Number | **1** |
| Scheme Name | **20 TEMPEST CTS 44787** |
| Building Address | **20 TEMPEST DRIVE, GLENVALE** |
| Certificate Date | **09/02/2026** |

## Seller Details

| | | |
|---|---|---|
| Owner | **Ajay Anya Apiu ANYAR** | *Office Must match request* |

## Warning - Levies!

The attached statement only includes amounts owing up to 09/02/2026. New levy amounts can easily be added after 09/02/2026, for example:-

- Standard levies if a new levy period has occurred since 09/02/2026
- Special levies if the levies are only approved after 09/02/2026
- Debt Collection levies can only be issued once the costs are known and this might only happen after 09/02/2026
- Interest and penalties levies issued after 09/02/2026

Prior to settlement (eg the morning of settlement) we recommend you obtain a new certificate or as a minimum telephone the office to check the balance owing.

Finally, even checking on the morning of settlement will not discover levies that might issue immediately after settlement. For example, if an EGM is due to be held the day after settlement and that meeting includes the issuing of a special levy. Prior to settlement a proper and through search of the body corporate records should be conducted.

This Statement does not have an indefinite life as circumstances change (eg levies change, insurances change etc). Accordingly, if you have any doubts you should check the currency of the document prior to issuing to a prospective purchaser. Additional fees will apply if a new document needs to be produced (regardless if no changes do actually happen).

## Warning!

**New Owners become jointly and severally liable for all amounts owing.**

***166 Payment and recovery of body corporate debts***
*(3) A liability to pay a body corporate debt in relation to a lot is enforceable jointly and severally against each of the following persons-*
*(a) a person who was the owner of the lot when the debt became payable;*
*(b) a person, including a mortgagee in possession, who becomes an owner of the lot before the debt is paid.*

# NEED MORE INFORMATION!

## Free Search Items

Do you need more information for free, for example:

- Architectural plans (if held)
- Easement documentation (if any)
- Engineering plans (if held)
- Financial Statements (more than just one year)
- Minutes of General Meetings (from establishment)
- Minutes of Committee Meetings (from establishment)
- Survey plans (which helps determine maintenance responsibility)
- etc

All of these items are freely available at https://www.toowoombastrata.com.au/bodies-corporate-library

## Paid Search Items *(currently $77 to receive all records electronically)*

Would you like to read even more, including all correspondence, email etc - you should conduct a search of the body corporate records at https://www.toowoombastrata.com.au/shop. This means you receive every document Toowoomba Strata holds in relation to the body corporate.

## Understanding the law

The Act https://www.legislation.qld.gov.au/view/html/inforce/current/act-1997-028

Accommodation Module https://www.legislation.qld.gov.au/view/html/inforce/current/sl-2020-0229
Commercial Module https://www.legislation.qld.gov.au/view/html/inforce/current/sl-2020-0230
Small Schemes Module https://www.legislation.qld.gov.au/view/html/asmade/sl-2020-0231
Specified Two-Lot Module https://www.legislation.qld.gov.au/view/html/inforce/current/sl-2011-0305
Standard Module https://www.legislation.qld.gov.au/view/html/inforce/current/sl-2020-0233

## Government Buying Information

www.qld.gov.au/buyingbodycorporate

## Building Condition Reports

Consider if a building condition report should be undertaken.  This will help identify:

- Current maintenance items that require attention
- Future maintenance items that will require future attention
- Analysis of the current sinking fund balance and current sinking fund levies against the future maintenance requirements (most providers do **NOT** undertake this analysis ... but they should!)

***Note:*** *While the lot you are purchasing maybe in perfect condition, it is important to remember that you are part of an entire building. For example, the lot at the other end of the complex may require underpinning, the sinking fund is inadequate, you maybe forced to pay a special levy to fund the underpinning repair works.*

# BODY CORPORATE CERTIFICATE

The information in this certificate is issued on **09/02/2026**.

| | | | |
|---|---|---|---|
| **Name of Scheme** | 20 TEMPEST CTS 44787 | **Lot** | 1 |

**WARNING - Do not sign a contract to buy a property in a community titles scheme until you have read and understood the information in this certificate. Obtain independent legal advice if needed.**

For the sale of a lot included in a community titles scheme under the *Body Corporate and Community Management Act 1997.* You may rely on this certificate against the body corporate as conclusive evidence of matters stated in the certificate, except any parts where the certificate contains an error that is reasonably apparent.

This certificate contains important information about the lot and community titles scheme named in the certificate, including:
- becoming an owner and contacting the body corporate
- details of the property and community titles scheme
- by-laws and exclusive use areas
- lot entitlements and financial information
- owner contributions and amounts owing
- common property and assets
- insurance
- contracts and authorisations.

This certificate does not include information about:
- physical defects in the common property or buildings in the scheme;
- body corporate expenses and liabilities for which the body corporate has not fixed contributions;
- current, past or planned body corporate disputes or court actions;
- orders made against the body corporate by an adjudicator, a tribunal or a court;
- matters raised at recent committee meetings or body corporate meetings;
- the lawful use of lots, including whether a lot can be used for short-term letting; or
- *for schemes under specified two-lot schemes module*, body corporate decisions made by lot owner agreements (other than lot owner agreements about agreed body corporate expenses).

Search applicable planning laws, instruments and documents to find out what your lot can be used for. If you are considering short-term letting your lot, contact your solicitor, the relevant local government or other planning authority to find out about any approvals you will need or if there are any restrictions on short-term letting. It is possible that lots in the community titles scheme are being used now or could in future be used lawfully or unlawfully for short-term or transient accommodation.

**The community management statement**
Each community titles scheme has a community management statement (CMS) recorded with Titles Queensland, which contains important information about the rights and obligations of the owners of lots in the scheme. The seller must provide you with a copy of the CMS for the scheme before you sign a contract.

**The Office of the Commissioner for Body Corporate and Community Management**
The Office of the Commissioner for Body Corporate and Community Management provides an information and education service and a dispute resolution service for those who live, invest or work in community titles schemes. Visit www.qld.gov.au/bodycorporate. You can ask for a search of adjudicators orders to find out if there are any past or current dispute applications lodged for the community titles scheme for the lot you are considering buying www.qld.gov.au/searchofadjudicatorsorders.

**Becoming an owner**
When you become an owner of a lot in a community titles scheme, you:
- automatically become a member of the body corporate and have the right to participate in decisions about the scheme;
- must pay contributions towards the body corporate's expenses in managing the scheme; and
- must comply with the body corporate by-laws.

You must tell the body corporate that you have become the owner of a lot in the scheme within 1 month of settlement. You can do this by using the "BCCM Form 8 – Information for body corporate roll". Fines may apply if you do not comply.

*For schemes under specified two-lot schemes module*, a body corporate under the Body Corporate and Community Management (Specified Two-lot Schemes Module) Regulation 2011 consists of the owners of the two lots in the scheme. The two lot owners make body corporate decisions by agreement (called 'lot owner agreements').

**How to get more information**
You can inspect the body corporate records which will provide important information about matters not included in this certificate. To inspect the body corporate records, you can contact the person responsible for keeping body corporate records (see below), or you can engage the services of a search agent. Fees will apply.  Planning and development documents can be obtained from the relevant local government or other planning authority. Some relevant documents, such as the development approval, may be available from the body corporate, depending on when and how the body corporate was established.

## Contacting the body corporate

The body corporate is an entity made up of each person who owns a lot within a community titles scheme.

| | |
|---|---|
| **Name and number of community titles scheme** | **20 TEMPEST CTS 44787** |
| **Address of community titles scheme** | 20 TEMPEST DRIVE, GLENVALE QLD 4350 |
| **Body corporate manager** | Bodies corporate often engage a body corporate manager to handle administrative functions.<br><br>The body corporate manager for the scheme:<br>Toowoomba STRATA ABN: 73010319892<br>PO Box 2244<br>TOOWOOMBA QLD 4350<br>Ph: 0746391955<br>email@toowoombastrata.com.au |
| **Accessing records** | Who is responsible for keeping the body corporate's records?<br>- The body corporate manager named above. |

## Property and community titles scheme details

| | |
|---|---|
| **Lot number** | 1 |
| **Plan number** | SP 262 220 |
| **Plan of subdivision** | Building Format Plan<br><br>The plan of subdivision applying to a lot determines maintenance and insurance responsibilities. |
| **Regulation module** | 2 Lot Scheme<br><br>There are 5 regulation modules for community titles schemes in Queensland. The regulation module that applies to the scheme determines matters such as the length of service contracts and how decisions are made. More information is available from www.qld.gov.au/buyingbodycorporate. |
| **Layered arrangements of community titles schemes** | A layered arrangement is a grouping of community titles schemes, made up of a principal scheme and one or more subsidiary schemes. Find more information at www.qld.gov.au/buyingbodycorporate.<br><br>**Is the scheme part of a layered arrangement of community titles schemes?**<br>- No<br><br>If yes, you should investigate the layered arrangement to obtain further details about your rights and obligations. The name and number of each community titles scheme part of the layered arrangement should be listed in the community management statement for the scheme given to you by the seller. |
| **Building management statement** | A building management statement is a document, which can be put in place in certain buildings, that sets out how property and shared facilities are accessed, maintained and paid for by lots in the building. It is an agreement between lot owners in the building that usually provides for supply of utility services, access, support and shelter, and insurance arrangements. A lot can be constituted by a community titles scheme's land.<br><br>**Does a building management statement apply to the community titles scheme?**<br>- No<br><br>If yes, you can obtain a copy of the statement from Titles Queensland at www.titlesqld.com.au. You should seek legal advice about the rights and obligations under the building management statement before signing the contract – for example, this can include costs the body corporate must pay in relation to shared areas and services. |

## By-laws and exclusive use areas

The body corporate may make by-laws (rules) about the use of common property and lots included in the community titles scheme. You must comply with the by-laws for the scheme. By-laws can regulate a wide range of matters, including noise, the appearance of lots, carrying out work on lots (including renovations), parking, requirements for body corporate approval to keep pets, and whether smoking is permitted on outdoor areas of lots and the common property. However, by-laws cannot regulate the type of residential use of lots that may lawfully be used for residential purposes. You should read the by-laws before signing a contract.

**What by-laws apply?**
The by-laws that apply to the scheme are specified in the community management statement for the scheme provided to you by the seller. The community management statement will usually list the by-laws for the scheme. If the statement does not list any by-laws, Schedule 4 of the *Body Corporate and Community Management Act 1997* will apply to the scheme. In some older schemes, the community management statement may state that the by-laws as at 13 July 2000 apply. In these cases, a document listing the by-laws in consolidated form must be given with this certificate.

| | |
|---|---|
| **General by-laws** | The by-laws are listed in the community management statement, or a consolidated set of by-laws is given with this certificate. |
| **Exclusive use areas** | Individual lots may be granted exclusive use of common property or a body corporate asset, for example, a courtyard, car park or storage area. The owner of a lot to whom exclusive use rights are given will usually be required to maintain the exclusive use area unless the exclusive use by-law or other allocation of common property provides otherwise.<br><br>**Are there any exclusive use by-laws or other allocations of common property in effect for the community titles scheme?**<br>- Refer By-Laws and/or the Community Management Statement (CMS)<br><br>If yes, the exclusive use by-laws or other allocations of common property for the schemes are listed in the community management statement and/or given with this certificate. |

## Lot entitlements and financial information

Lot entitlements are used to determine the proportion of body corporate expenses each lot owner is responsible for. The community management statement contains two schedules of lot entitlements – a contribution schedule of lot entitlements and an interest schedule of lot entitlements, outlining the entitlements for each lot in the scheme. The contribution schedule lot entitlement for a lot (as a proportion of the total for all lots) is used to calculate the lot owner's contribution to most body corporate expenses, and the interest schedule lot entitlement for a lot (as a proportion of the total for all lots) is used to calculate the lot owner's contribution to insurance expenses in some cases. Lots may have different lot entitlements and therefore may pay different contributions to the body corporate's expenses.

You should consider the lot entitlements for the lot compared to the lot entitlements for other lots in the scheme before you sign a contract of sale.

| | |
|---|---|
| **Contribution schedule** | Contribution schedule lot entitlement for the lot: **1**<br>Total contribution schedule lot entitlements for all lots: **2** |
| **Interest schedule** | Interest schedule lot entitlement for the lot: **0**<br>Total interest schedule lot entitlements for all lots: **2** |
| **Statement of accounts** | The most recent statement of accounts prepared by the body corporate for the notice of the annual general meeting for the scheme is given with this certificate. |
| **Owner contributions (levies)** | - The contributions (levies) paid by each lot owner towards body corporate expenses is determined by the budgets approved at the annual general meeting of the body corporate.<br>- You need to pay contributions to the body corporate's **administrative fund** for recurrent spending and the **sinking fund** for capital and non-recurrent spending.<br>- If the Commercial Module applies to the community titles scheme, there may also be a **promotion fund** that owners of lots have agreed to make payments to.<br>**- WARNING: You may have to pay a special contribution if a liability arises for which no or inadequate provision has been made in the body corporate budgets.**<br>- The contributions payable by the owner of the lot that this certificate relates to are listed over the page. |
| **Body corporate debts** | **If any contributions or other body corporate debt (including penalties or reasonably incurred recovery costs) owing in relation to the lot are not paid before you become the owner of the property, YOU WILL BE LIABLE TO PAY THEM TO THE BODY CORPORATE.**<br>Before signing the contract, you should make sure that the contract addresses this or provides for an appropriate adjustment at settlement. |

**Owner contributions and amounts owing**

**WARNING! The following pages disclose owners contributions and amounts owing for the current financial year ONLY.**

**This means levies that have been approved that fall outside of the current financial year are not disclosed in this certificate.**

**To ensure full disclosure of these amounts the final attachments to the certifidate are:**

- **Levy Transaction Summary (inluding all levies approved for both the current year and future years)**
- **Levy Notice (if a balance is outstanding)**

## Owner contributions and amounts owing - see WARNING previous page

### Administrative fund contributions

| | |
|---|---|
| Total amount of contributions (before any discount) for Lot 1 for the current financial year | $2,933.27 |
| Number of instalments | 4 (if there are more rows in the below tables than the number of instalments, they will be blank) |
| Monthly penalty for overdue contributions (if applicable) | 0% |
| Discount for on-time payments (if applicable) | 10.00% |

| Due Date | Details | Amount | Discount | Paid |
|---|---|---|---|---|
| 30/06/2025 | Standard Levy Contribution Schedule (01/06/2025 - 31/08/2025) | $733.31 | $73.35 if paid by 30/06/2025 | Partly Paid |
| 30/09/2025 | Standard Levy Contribution Schedule (01/09/2025 - 30/11/2025) | $733.32 | $73.35 if paid by 30/09/2025 | Not Paid |
| 31/12/2025 | Standard Levy Contribution Schedule (01/12/2025 - 28/02/2026) | $733.32 | $73.35 if paid by 31/12/2025 | Not Paid |
| 31/03/2026 | Standard Levy Contribution Schedule (01/03/2026 - 31/05/2026) | $733.32 | $73.35 if paid by 31/03/2026 | Not Paid |
| | | | if paid by | |
| | | | if paid by | |
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| | | | if paid by | |

### Sinking fund contributions

| | |
|---|---|
| Total amount of contributions (before any discount) for Lot 1 for the current financial year | $677.78 |
| Number of instalments | 4 |
| Monthly penalty for overdue contributions (if applicable) | 0% |
| Discount for on-time payments (if applicable) | 10.00% |

| Due Date | Details | Amount | Discount | Paid |
|---|---|---|---|---|
| 30/06/2025 | Standard Levy Contribution Schedule (01/06/2025 - 31/08/2025) | $144.44 | $14.45 if paid by 30/06/2025 | Not Paid |
| 30/09/2025 | Standard Levy Contribution Schedule (01/09/2025 - 30/11/2025) | $177.78 | $17.80 if paid by 30/09/2025 | Not Paid |
| 31/12/2025 | Standard Levy Contribution Schedule (01/12/2025 - 28/02/2026) | $177.78 | $17.80 if paid by 31/12/2025 | Not Paid |
| 31/03/2026 | Standard Levy Contribution Schedule (01/03/2026 - 31/05/2026) | $177.78 | $17.80 if paid by 31/03/2026 | Not Paid |
| | | | if paid by | |
| | | | if paid by | |

## Special contributions (if any)

You can access the body corporate records for more information.

| | |
|---|---|
| Total amount of contributions (before any discount) for Lot 1 | $0.00 |
| Monthly penalty for overdue contributions (if applicable) | 0% |
| Discount for on-time payments (if applicable) | 10.00% |

| Due Date | Details | Amount | Discount | Paid |
|---|---|---|---|---|
| | | | if paid by | |
| | | | if paid by | |
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| | | | if paid by | |
| | | | if paid by | |

**Other amounts payable by the lot owner (if any)**

For the current financial year there are:

| | |
|---|---|
| Amounts payable under exclusive use by-laws | |
| Amounts payable under service agreements (that are not included in body corporate contributions for the lot) | |
| Other amounts payable (see explanation given with this certificate) | |

## Summary of amounts due but not paid by the current owner

At the date of this certificate 09/02/2026, the following amounts are due but not yet paid for the lot.
A $0.00 or Nil balance indicates that all payments for the lot are up to date.

| | |
|---|---|
| Overdue annual contributions | $2,249.26 |
| Overdue special contributions | $0.00 |
| Penalties on overdue contributions | $0.00 |
| Other amounts due but not paid | |
| **Total amounts due but not paid** | **$2,249.26** |
| Total amount in credit (if applicable)<br>Credit balance on the lot and payments made before due date. | $0.00 |

## Common property and assets

When you buy a lot in a community titles scheme, you also own a share in the common property and assets for the scheme. Common property can include driveways, lifts and stairwells, and shared facilities. Assets can include gym equipment and pool furniture.

The body corporate is usually responsible for maintaining common property in a good and structurally sound condition. An owner is usually responsible for maintaining common property or assets that their lot has been allocated exclusive use of, or for maintaining improvements to common property or utility infrastructure that is only for the benefit of their lot. The body corporate may have additional maintenance responsibilities, depending on the plan of subdivision the scheme is registered under. For more information, visit www.qld.gov.au/buyingbodycorporate.

| | |
|---|---|
| **Sinking fund forecast and balance (maintenance and replacement of common property / assets** | The body corporate must have a sinking fund to pay for future capital expenses, such as repairs or replacement of common property and assets. The body corporate must raise enough money in its sinking fund budget each year to provide for spending for the current year and to reserve an amount to meet likely spending for 9 years after the current year. If there is not enough money in the sinking fund at the time maintenance is needed, lot owners will usually have to pay additional contributions.<br>Prior to signing a contract, you should consider whether the current sinking fund balance is appropriate to meet likely future capital expenditure.<br><br>**Does the body corporate have a current sinking fund forecast that estimates future capital expenses and how much money needs to be accumulated in the sinking fund?**<br>- No<br>If yes, you can obtain a copy from the body corporate records.<br><br>**Current administrative fund balance (as at date of certificate):** $3,633.49<br>**Current sinking fund balance (as at date of certificate):** $4,360.25<br>**Current Total fund balance (as at date of certificate):** $7,993.74<br><br>**Warning!** The existence of a sinking fund forecast does **NOT** mean the body corporate has an adequately funded Sinking Fund. A prudent due diligence of the future maintenance requirements should still be undertaken. A sinking fund forecast can often never fully estimate unknown or hidden items eg the condition of underground services. Finally, a sinking fund forecast will provide recommended contributions, however, often these recommendations are NOT followed which means the chance of special levies remains high due to not properly funding the sinking fund. |
| **Improvements to common property the lot owner is responsible for** | A lot owner may make improvements to the common property for the benefit of their lot if authorised by the body corporate or under an exclusive use by-law. The owner of the lot is usually responsible for maintenance of these improvements, unless the body corporate authorises an alternative maintenance arrangement or it is specified in the relevant by-law.<br><br>**Are there any authorised improvements to the common property that the owner of the lot is responsible for maintaining in good condition?**<br>- Yes<br>If yes, details given with this certificate.<br><br>**Warning!** Lot owners often make unauthorised improvements eg installation of whirly birds, skylights, awnings, pergola covering, paving courtyards etc. All improvements are meant to be approved by the body corporate and recorded in the Register of Authorisations Affecting the Common Property. However, unauthorised improvements still occur and the current lot owner is responsible for the maintenance of these unauthorised improvements. |
| **Body corporate assets** | The body corporate must keep a register of all body corporate assets worth more than $1,000.<br>- A copy of the body corporate register of assets is given with this certificate (if any). |

## Insurance

The body corporate must insure the common property and assets for full replacement value and public risk.

The body corporate must insure, for full replacement value, the following buildings where the lots in the scheme are created:
- under a building format plan of subdivision or volumetric format plan of subdivision - each building that contains an owner's lot (e.g. a unit or apartment); or
- under a standard format plan of subdivision - each building on a lot that has a common wall with a building on an adjoining lot.

**Warning!** Please ensure you fully understand if the buildings and all lots are insured by the body corporate. Often, a body corporate formed under a standard format plan of subdivision will have a building and infrastructure insurance policy that does **NOT** insure the lots and only insures common infrastructure eg common property fencing, roads, gates etc.

| | |
|---|---|
| **Body corporate insurance policies** | Details of each current insurance policy held by the body corporate are given with this certificate.<br>This includes, for each policy, the:<br>- type of policy;<br>- name of the insurer;<br>- sum insured;<br>- amount of premium; and<br>- excess payable on a claim. |
| **Alternative insurance** | Where the body corporate is unable to obtain the required building insurance, an adjudicator may order that the body corporate take out alternative insurance. Information about alternative insurance is available from www.qld.gov.au/buyingbodycorporate.<br><br>**Does the body corporate currently hold alternative insurance approved under an alternative insurance order?**<br>- No |
| **Lot owner and occupier insurance** | The occupier is responsible for insuring the contents of the lot and any public liability risks which might occur within the lot.<br><br>The owner is responsible for insuring buildings that do not share a common wall if the scheme is registered under a standard format plan of subdivision, unless the body corporate has set up a voluntary insurance scheme and the owner has opted-in. More information about insurance in community titles schemes is available from your solicitor or www.qld.gov.au/buyingbodycorporate.<br><br>**Warning!** The occupier is responsible for insuring the contents of the lot and any public liability risks which might occur within the lot.  Contents includes carpets, curtains, dishwashers, furniture and personal belongings. |

## Contracts and authorisations

| | |
|---|---|
| **Caretaking service contractors and letting agents** | A body corporate may engage service contractors to provide services to the body corporate to assist in the management of the scheme.<br><br>If the Standard Module, Accommodation Module, or Commercial Module apply to a community titles<br>scheme, the body corporate may also authorise a person to conduct a letting agent business for the<br>scheme, that is, to act as the agent of owners of lots in the scheme who choose to use the person's services for the letting of their lot.<br><br>A service contractor who is also authorised to be a letting agent for the scheme is called a caretaking<br>service contractor. Together, an agreement to engage a person as a caretaking service contractor and authorise a person as a letting agent is typically referred to as 'management rights'.<br><br>The maximum term of a service contract or authorisation entered into by a body corporate is:<br>- 1 year if the Specified Two-lot Schemes Module applies to the scheme;<br>- 10 years if the Standard Module applies to the scheme; and<br>- 25 years if the Accommodation Module or Commercial Module applies to the scheme.<br><br>You may inspect the body corporate records to find information about any engagements or authorisations entered into by the body corporate, including the term of an engagement or authorisation and, for an engagement, duties required to be performed and remuneration payable by the body corporate.<br><br>**Has the body corporate engaged a caretaking services contractor for the scheme?**<br>- No<br>If yes, name of caretaking service contractor engaged:<br><br>**Has the body corporate authorised a letting agent for the scheme?**<br>- No<br>If yes, name of authorised letting agent: |
| **Embedded network supply** | Are there arrangement/s to supply any of the below services to occupiers in the community titles scheme through an embedded network?<br><br>**Electricity**: No<br>**Hot Water / Gas**: No<br>**Internet / Data**: No<br><br>More information about embedded networks in community titles schemes is available from www.qld.gov.au/buyingbodycorporate.<br><br>**Warning!** The existence of an embedded network generally means you have no choice of electrical retailer. For example, it is generally impossible for an occupier to use a different "main stream" electrical retailer. |

## Body corporate authority

This certificate is signed and given under the authority of the body corporate.

| | |
|---|---|
| Name/s | Jason Elliott on behalf of Toowoomba Strata Pty Ltd |
| Position/s held | Sole Director of Toowoomba Strata Pty Ltd duly appointed body corporate manager |
| Signature/s | |
| Date | 09/02/2026 |

### Copies of documents given with this certificate:

- by-laws for the scheme in consolidated form (if applicable)
- details of exclusive use by-laws or other allocations of common property (if applicable)
- the most recent statement of accounts
- details of amounts payable to the body corporate for another reason (if applicable)
- details of improvements the owner is responsible for (if applicable)
- the register of assets (if applicable)
- insurance - certificate of currency
- insurance - certificate of insurance or another similar renewal document that shows information regarding the premium paid (depending which is held on file)

# Exclusive Use Areas (or similar areas) – FAQ's

| | Exclusive Use Area | Private Yard | Part of the lot | Common property |
|---|---|---|---|---|
| How recorded | Drawn as part of the by-laws applying to the body corporate. These by-laws can either be within the Community Management Statement or as a Change of By-Laws for pre 1997 bodies corporate | Drawn as part of the Survey Plan. Only applies to Building Format Plans drawn after 1997 | Drawn as part of the lot boundaries. Only applies to Standard Format Plans (and Group Title Plans) | Sometimes areas are physically fenced off but are **NOT** connected legally to the lot at all ie they remain common property. |
| Maintenance Responsibility | Mostly by the lot owner (but not always) you need to read the associated by-laws | By the lot owner | By the lot owner | By the body corporate. However, sometimes access to these areas is impossible other coming through the lot. |
| Improvements to the area eg paving, tool lockers, water tanks etc | Only with the permission of the body corporate | Only with the permission of the body corporate | Only with the permission of the body corporate | Only with the permission of the body corporate |

## Exclusive Use Car Parks

Never assume adjacent car parks are for the exclusive use of the lot. Almost certainly they are not allocated to the lot (even if often occupied by an occupant). You **MUST** read the by-laws to determine rights (if the by-laws say nothing then that means no right exists).

Never assume parking in front of garages or in the driveway is OK. Almost certainly the area is simply common property and not carparking at all. You **MUST** read the by-laws to determine rights (if the by-laws say nothing then that means no right exists).

| | |
|---|---|
| There is no current sinking fund forecast! | Some bodies corporate choose **NOT** to obtain a professional sinking fund forecast. Often the cost of obtaining a sinking fund forecast is the reason for not obtaining the forecast. This would never be a sound recommendation. |
| The body corporate is not contributing the amounts suggested by the sinking fund forecast? | Some bodies corporate choose **NOT** to contribute the suggested amount. Often contributing the suggested amount would significantly increase levies and some bodies are not prepared to pay significantly higher levies. This would never be a sound recommendation. |
| Is the sinking fund forecast a guarantee of the future expenditure? | No! It is impossible to predict the future. Some maintenance issues will arise sooner than predicted. Some maintenance issues will cost more than predicted. Some maintenance items are impossible to predict (eg underground services). |
| The sinking fund seems very low! | This happens when maintenance issues happen sooner than predicted or were not predicted at all. This happens when a maintenance costs are more than predicted. Also, this happens when insufficient contributions are made to the sinking the fund. **NEVER** assume the sinking fund will always hold enough money for every maintenance issue that will arise. |
| Does having a sinking fund forecast guarantee a well-funded sinking fund? | No! Because maintenance issues happen sooner than predicted or were not predicted at all. Maintenance issues may be more expensive than predicted. Also, this happens when insufficient contributions are made to the sinking the fund. |
| What is the correct sinking fund balance? | That is an impossible question! Also, some people would prefer lower contributions and accept the risk of special levies whereas others would prefer a very conservative and extremely well fund sinking fund. |
| The building is brand new does that means the sinking fund levies should be very low? | No! Nothing stays brand new forever! Everything starts to age immediately, paintwork, fencing, retaining walls, the roof, underground services etc |
| Does the original owner prefer to have lower sinking fund levies? | Yes! The original owner will often argue that the building is brand new under the builder's warranty and will need nothing spent for 10+ years. However, every building starts aging and deteriorating on day 1 and not after 10+ years. The original owner and their real estate agent prefer to market the body corporate with "low levies". |
| How are special levies avoided? | The are only two ways to avoid special levies:<br>• Ensure the sinking fund has a very high and conservative balance (even that is not a guarantee)<br>• Delay maintenance (but that may not be possible eg the sewer needs replacement now) |
| What questions should I be asking? | How old is the building?<br>What is the condition of the building?<br>What is the sinking fund balance compared to the forecasted balance?<br>Is the body corporate contributing the recommended amounts?<br>Then just be conservative! |

# Asset Register
## 44787 20 TEMPEST 20 TEMPEST DRIVE



| Description | Type | Acquisition Method | Date Acquired | Acquired From | Original Cost | Cost to Date | Market Value |
|---|---|---|---|---|---|---|---|

Nil

# Authorisations Affecting Lots
## 44787 20 TEMPEST 20 TEMPEST DRIVE



| Lot No | Resolution Date | Description | Conditions |
|---|---|---|---|
| 1 | 27/06/13 | Installation of Air Conditioners | Contact Toowoomba STRATA for full terms and conditions |
| 1 | 27/06/13 | Installation of Water Tanks | Contact Toowoomba STRATA for full terms and conditions |
| 1 | 27/06/13 | Installation of Pavers | Contact Toowoomba STRATA for full terms and conditions |
| 1 | 27/06/13 | Installation of Pergolas | Contact Toowoomba STRATA for full terms and conditions |

# BY-LAWS – 20 TEMPEST CTS 44787

**1 Noise**

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

**2 Vehicles**

(1) The occupier of a lot must not

(a) park a vehicle, or allow a vehicle to stand, in a regulated parking area; or

(b) without the approval of the body corporate, park a vehicle, or allow a vehicle to stand, on any other part of the common property; or

(c) permit an invitee to park a vehicle, or allow a vehicle to stand, on the common property, other than in a regulated parking area.

(2) An approval under subsection (1)(b) must state the period for which it is given.

(3) The body corporate may cancel the approval by giving 7 days written notice to the occupier.

(4) In this section regulated parking area means an area of scheme land designated as being available for use, by invitees of occupiers of lots included in the scheme, for parking vehicles.

**3 Obstruction**

The occupier of a lot must not obstruct the lawful use of the common property by someone else.

**4 Damage to lawns etc.**

(1) The occupier of a lot must not, without the body corporate's written approval

(a) damage a lawn, garden, tree, shrub, plant or flower on the common property; or

(b) use a part of the common property as a garden.

(2) An approval under subsection (1) must state the period for which it is given.

(3) However, the body corporate may cancel the approval by giving 7 days written notice to the occupier.

**5 Damage to common property**

(1) An occupier of a lot must not, without the body corporate's written approval, mark, paint, drive nails, screws or other objects into, or otherwise damage or deface a structure that forms part of the common property.

(2) However, an occupier may install a locking or safety device to protect the lot against intruders, or a screen to prevent entry of animals or insects, if the device or screen is soundly built and is consistent with the colour, style and materials of the building.

(3) The owner of a lot must keep a device installed under subsection (2) in good order and repair.

**6 Behaviour of invitees**

An occupier of a lot must take reasonable steps to ensure that the occupier's invitees do not behave in a way likely to interfere with the peaceful enjoyment of another lot or someone else's peaceful enjoyment of the common property.

**7 Leaving of rubbish etc. on the common property**

The occupier of a lot must not leave rubbish or other materials on the common property in a way or place likely to interfere with the enjoyment of the common property by someone else.

**8 Appearance of lot**

(1) The occupier of a lot must not, without the body corporate's written approval, make a change to the external appearance of the lot unless the change is minor and does not detract from the amenity of the lot and its surrounds.

(2) The occupier of a lot must not, without the body corporate's written approval

(a) hang washing, bedding, or another cloth article if the article is visible from another lot or the common property, or from outside the scheme land; or

(b) display a sign, advertisement, placard, banner, pamphlet or similar article if the article is visible from another lot or the common property, or from outside the scheme land.

(3) Subsection (2)(b) does not apply to a real estate advertising sign for the sale or letting of the lot if the sign is of a reasonable size.

**9 Storage of flammable materials**

(1) The occupier of a lot must not, without the body corporate's written approval, store a flammable substance on the common property.

(2) The occupier of a lot must not, without the body corporate's written approval, store a flammable substance on the lot unless the substance is used or intended for use for domestic purposes.

(3) However, this section does not apply to the storage of fuel in

(a) the fuel tank of a vehicle, boat, or internal combustion engine; or

(b) a tank kept on a vehicle or boat in which the fuel is stored under the requirements of the law regulating the storage of flammable liquid.

**10 Garbage disposal**

(1) Unless the body corporate provides some other way of garbage disposal, the occupier of a lot must keep a receptacle for garbage in a clean and dry condition and adequately covered on the lot, or on a part of the common property designated by the body corporate for the purpose.

(2) The occupier of a lot must

(a) comply with all of the following laws about the disposal of garbage

(i) if the lot is in an urban development area by-laws, and any local laws that apply;

(ii) if the lot is not in an urban development area local laws; and

(b) ensure that the occupier does not, in disposing of garbage, adversely affect the health, hygiene or comfort of the occupiers of other lots.

**11 Keeping of animals**

(1) The occupier of a lot must not, without the body corporate's written approval

(a) bring or keep an animal on the lot or the common property; or

(b) permit an invitee to bring or keep an animal on the lot or the common property.

(2) The occupier must obtain the body corporate's written approval before bringing, or permitting an invitee to bring, an animal onto the lot or the common property.

**12 Exclusive Use**

The proprietors of lots identified in Schedule E are entitled to exclusive use of the areas allocated therein and as identified on the sketch plans marked “EU1” and “EU2” on plan “A” attached hereto.

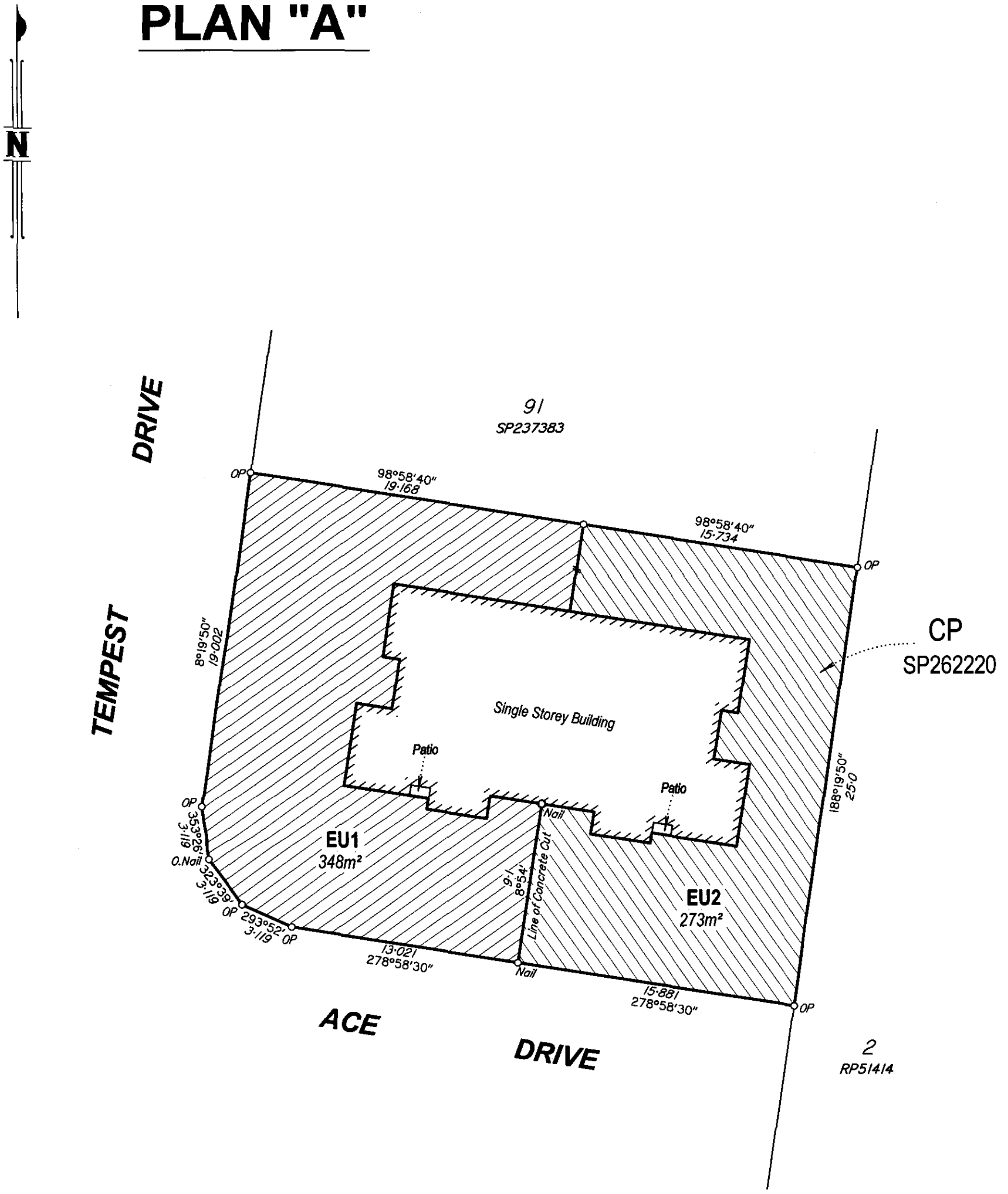
**SCHEDULE E DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY**

| Lot on Plan | Exclusive area |
|---|---|
| LOT 1 ON SP262220 | Area EU1 on Plan A |
| LOT 2 ON SP262220 | Area EU2 on Plan A |

SKETCH PLAN

Sheet 5 of 6

# PLAN "A"




Denotes centreline of fence

Denotes outside face of building walls

*Exclusive Use Areas are defined by the outside face of building walls, edge of patios, centreline of dividing fences and the base parcel property boundaries as noted.*

**Scale 1:250 – Lengths are in Metres.**

2 0 2 4 6 8 10 12 14 16 18 20 22 24 26 28 30 32 34 36 38

0 50mm 100mm 150mm

FERTILE SOIL PTY LTD (ACN 123 178 610), hereby certify that the details shown on this sketch plan are correct.

Director

Date 13/4/17

FERTILE SOIL PTY. LTD. A.C.N. 123 178 610 The Common Seal of

| | |
|---|---|
| *Plan of Exclusive Use Areas in Common Property of Level A of "20 Tempest" CTS (SP262220)* | Scale: *1:250* |
| | Format: SKETCH |
| | 12113-EU |
| PARISH: *DRAYTON* COUNTY: *Aubigny* | Plan Status: |
| Meridian: *SP262220* F/N's: *No* | |

8

QUEENSLAND LAND REGISTRY
Land Title Act 1994, Land Act 1994 and Water Act 2000

# GENERAL REQUEST

**FORM 14** Version 4
Page 1 of 1

Duty Imprint

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$152.10
07/06/2013 08:48

TA 460

**1. Nature of request**

REQUEST TO RECORD FIRST COMMUNITY MANAGEMENT STATEMENT FOR 20 TEMPEST COMMUNITY TITLES SCHEME

**Lodger** (Name, address, E-mail & phone number)

BRIESE LAWYERS
PO BOX 1945
TOOWOOMBA QLD 4350
Ph: 07 4638 4833
Email: admin@brieselawyers.com.au

**Lodger Code**
TA 931

| 2. Lot on Plan Description | County | Parish | Title Reference |
|---|---|---|---|
| LOT 90 ON SP237383 | AUBIGNY | DRAYTON | 50832441 |

**3. Registered Proprietor/State Lessee**

DEAN FREDERICK BRAKE

**4. Interest**

NOT APPLICABLE

**5. Applicant**

DEAN FREDERICK BRAKE - C/- BRIESE LAWYERS P.O. BOX 1945 TOOWOOMBA QLD 4350

**6. Request**

I hereby request that: THE FIRST COMMUNITY MANAGEMENT STATEMENT (ENCLOSED) BE RECORDED AS THE COMMUNITY MANAGEMENT STATEMENT FOR 20 TEMPEST COMMUNITY TITLES SCHEME AND THAT 11 PARKWAY DRIVE, SCARNESS QLD 4655 BE RECORDED AS THE ADDRESS FOR SERVICE OF THE BODY CORPORATE FOR THE SCHEME.

**7. Execution by applicant**

29/4/13 C. Stevens

**Execution Date** **~~Applicant's or~~ Solicitor's Signature**

Note: A Solicitor is required to print full name if signing on behalf of the Applicant

Cassie Leah Stevens
SOLICITOR

# FIRST/~~NEW~~ COMMUNITY MANAGEMENT STATEMENT



**44787**

**This statement incorporates and must include the following:**

*Schedule A - Schedule of lot entitlements*
*Schedule B - Explanation of development of scheme land*
*Schedule C - By-laws*
*Schedule D - Any other details*
*Schedule E - Allocation of exclusive use areas*

**1. Name of community titles scheme**

20 TEMPEST COMMUNITY TITLES SCHEME

**2. Regulation module**

SPECIFIED TWO-LOT SCHEMES MODULE

**3. Name of body corporate**

BODY CORPORATE FOR 20 TEMPEST COMMUNITY TITLES SCHEME

**4. Scheme land**

| Lot on Plan Description | County | Parish | Title Reference |
|---|---|---|---|
| COMMON PROPERTY OF 20 TEMPEST COMMUNITY TITLES SCHEME | AUBIGNY | DRAYTON | |
| LOT 1 ON SP262220 | AUBIGNY | DRAYTON | |
| LOT 2 ON SP262220 | AUBIGNY | DRAYTON | |

**5. #Name and address of original owner**

DEAN FREDERICK BRAKE

11 PARKWAY DRIVE, SCARNESS QLD 4655

**6. Reference to plan lodged with this statement**

SP262220

# first community management statement only

**7. Local Government community management statement notation**

.......... signed

**Stewart William Somers**
**General Manager with Delegated Authority** .......... name and designation

**Toowoomba Regional Council** .......... name of Local Government

**8. Execution by original owner/Consent of body corporate**

*Dean Frederick Brake by his duly constituted attorney*
*Gene Robert Farrelly under power of attorney No.714555288."*

30/4/13
**Execution Date**

.......... ***Execution**

*Original owner to execute for a first community management statement
*Body corporate to execute for a new community management statement

| SCHEDULE A | SCHEDULE OF LOT ENTITLEMENTS |
|---|---|

| Lot on Plan | Contribution | Interest |
|---|---|---|
| LOT 1 ON SP262220 | 1 | 1 |
| LOT 2 ON SP262220 | 1 | 1 |
| TOTALS | 2 | 2 |

THE CONTRIBUTION SCHEDULE DETAILED ABOVE IN THIS SCHEDULE A FOR THE RESPECTIVE LOT ENTITLEMENTS ARE CONSISTENT WITH THE EQUALITY PRINCIPLE IN ACCORDANCE WITH SECTION 66(1)(db) OF THE *BODY CORPORATE AND COMMUNITY MANAGEMENT ACT* 1997.

THE INTEREST SCHEDULE DETAILED ABOVE IN THIS SCHEDULE A FOR THE RESPECTIVE LOT ENTITLEMENTS REFLECT THE RESPECTIVE MARKET VALUES OF THE LOTS IN ACCORDANCE WITH SECTION 66(1)(dc) OF THE *BODY CORPORATE AND COMMUNITY MANAGEMENT ACT* 1997.

## SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

NOT APPLICABLE

## SCHEDULE C BY-LAWS

**1 Noise**

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

**2 Vehicles**

(1) The occupier of a lot must not

(a) park a vehicle, or allow a vehicle to stand, in a regulated parking area; or
(b) without the approval of the body corporate, park a vehicle, or allow a vehicle to stand, on any other part of the common property; or
(c) permit an invitee to park a vehicle, or allow a vehicle to stand, on the common property, other than in a regulated parking area.

(2) An approval under subsection (1)(b) must state the period for which it is given.

(3) The body corporate may cancel the approval by giving 7 days written notice to the occupier.

(4) In this section regulated parking area means an area of scheme land designated as being available for use, by invitees of occupiers of lots included in the scheme, for parking vehicles.

**3 Obstruction**

The occupier of a lot must not obstruct the lawful use of the common property by someone else.

**4 Damage to lawns etc.**

(1) The occupier of a lot must not, without the body corporate's written approval

(a) damage a lawn, garden, tree, shrub, plant or flower on the common property; or
(b) use a part of the common property as a garden.

(2) An approval under subsection (1) must state the period for which it is given.

(3) However, the body corporate may cancel the approval by giving 7 days written notice to the occupier.

**5 Damage to common property**

(1) An occupier of a lot must not, without the body corporate's written approval, mark, paint, drive nails, screws or other objects into, or otherwise damage or deface a structure that forms part of the common property.

(2) However, an occupier may install a locking or safety device to protect the lot against intruders, or a screen to prevent entry of animals or insects, if the device or screen is soundly built and is consistent with the colour, style and materials of the building.

(3) The owner of a lot must keep a device installed under subsection (2) in good order and repair.

**6 Behaviour of invitees**

An occupier of a lot must take reasonable steps to ensure that the occupier's invitees do not behave in a way likely to interfere with the peaceful enjoyment of another lot or someone else's peaceful enjoyment of the common property.

**7 Leaving of rubbish etc. on the common property**

The occupier of a lot must not leave rubbish or other materials on the common property in a way or place likely to interfere with the enjoyment of the common property by someone else.

**8 Appearance of lot**

(1) The occupier of a lot must not, without the body corporate's written approval, make a change to the external appearance of the lot unless the change is minor and does not detract from the amenity of the lot and its surrounds.

(2) The occupier of a lot must not, without the body corporate's written approval

(a) hang washing, bedding, or another cloth article if the article is visible from another lot or the common property, or from outside the scheme land; or
(b) display a sign, advertisement, placard, banner, pamphlet or similar article if the article is visible from another lot or the common property, or from outside the scheme land.

(3) Subsection (2)(b) does not apply to a real estate advertising sign for the sale or letting of the lot if the sign is of a reasonable size.

**9 Storage of flammable materials**

(1) The occupier of a lot must not, without the body corporate's written approval, store a flammable substance on the common property.

(2) The occupier of a lot must not, without the body corporate's written approval, store a flammable substance on the lot unless the substance is used or intended for use for domestic purposes.

(3) However, this section does not apply to the storage of fuel in

(a) the fuel tank of a vehicle, boat, or internal combustion engine; or
(b) a tank kept on a vehicle or boat in which the fuel is stored under the requirements of the law regulating the storage of flammable liquid.

**10 Garbage disposal**

(1) Unless the body corporate provides some other way of garbage disposal, the occupier of a lot must keep a receptacle for garbage in a clean and dry condition and adequately covered on the lot, or on a part of the common property designated by the body corporate for the purpose.

(2) The occupier of a lot must

(a) comply with all of the following laws about the disposal of garbage
(i) if the lot is in an urban development area by-laws, and any local laws that apply;
(ii) if the lot is not in an urban development area local laws; and
(b) ensure that the occupier does not, in disposing of garbage, adversely affect the health, hygiene or comfort of the occupiers of other lots.

**11 Keeping of animals**

(1) The occupier of a lot must not, without the body corporate's written approval

(a) bring or keep an animal on the lot or the common property; or
(b) permit an invitee to bring or keep an animal on the lot or the common property.

(2) The occupier must obtain the body corporate's written approval before bringing, or permitting an invitee to bring, an animal onto the lot or the common property.

**12 Exclusive Use**

The proprietors of lots identified in Schedule E are entitled to exclusive use of the areas allocated therein and as identified on the sketch plans marked "EU1" and "EU2" on plan "A" attached hereto.

## SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

| Lot on Plan | Statutory easement | Services location diagram |
|---|---|---|
| LOT 1 ON SP262220 | Support and shelter, sewer services, water services, drainage services, underground electrical and Telstra services. | Plan B |
| LOT 2 ON SP262220 | Support and shelter, sewer services, water services, drainage services, underground electrical and Telstra services. | Plan B |
| COMMON PROPERTY | Support and shelter, sewer services, water services, drainage services, underground electrical and Telstra services. | Plan B |

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

| Lot on Plan | Exclusive area |
|---|---|
| LOT 1 ON SP262220 | Area EU1 on Plan A |
| LOT 2 ON SP262220 | Area EU2 on Plan A |

QUEENSLAND LAND REGISTRY
Land Title Act 1994, Land Act 1994 and Water Act 2000

# GENERAL CONSENT

**FORM 18** Version 5
Page 1 of 1

| 1. Lot on Plan Description | County | Parish | Title Reference |
|---|---|---|---|
| LOT 90 ON SP237383 | AUBIGNY | DRAYTON | 50832441 |

**2. Instrument/document being consented to**

Instrument/document type FIRST COMMUNITY MANAGEMENT STATEMENT

Dated 30 / 4 / 13

Names of parties DEAN FREDERICK BRAKE

**3. Instrument/document under which consent required**

Instrument/document type MORTGAGE

Dealing No. 714302409

Name of consenting party WESTPAC BANKING CORPORATION ABN 33 007 457 141

**4. Execution by consenting party**

The party identified in item 3 consents to the registration of the instrument/document identified in item 2.

**Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994**

JP signature

Mark William Fyfield
Justice of the Peace full name
for New South Wales
#138791 qualification

**Witnessing Officer**

(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

**WESTPAC BANKING CORPORATION (ABN 33 007 457 141) by its attorney under Power of Attorney registered** 711644658 **who hereby states that they have received no notice of the revocation of the said Power of Attorney in the presence of:**

8 / 5 / 2013

**Execution Date**

Roderic Bernard

**Consenting Party's Signature**

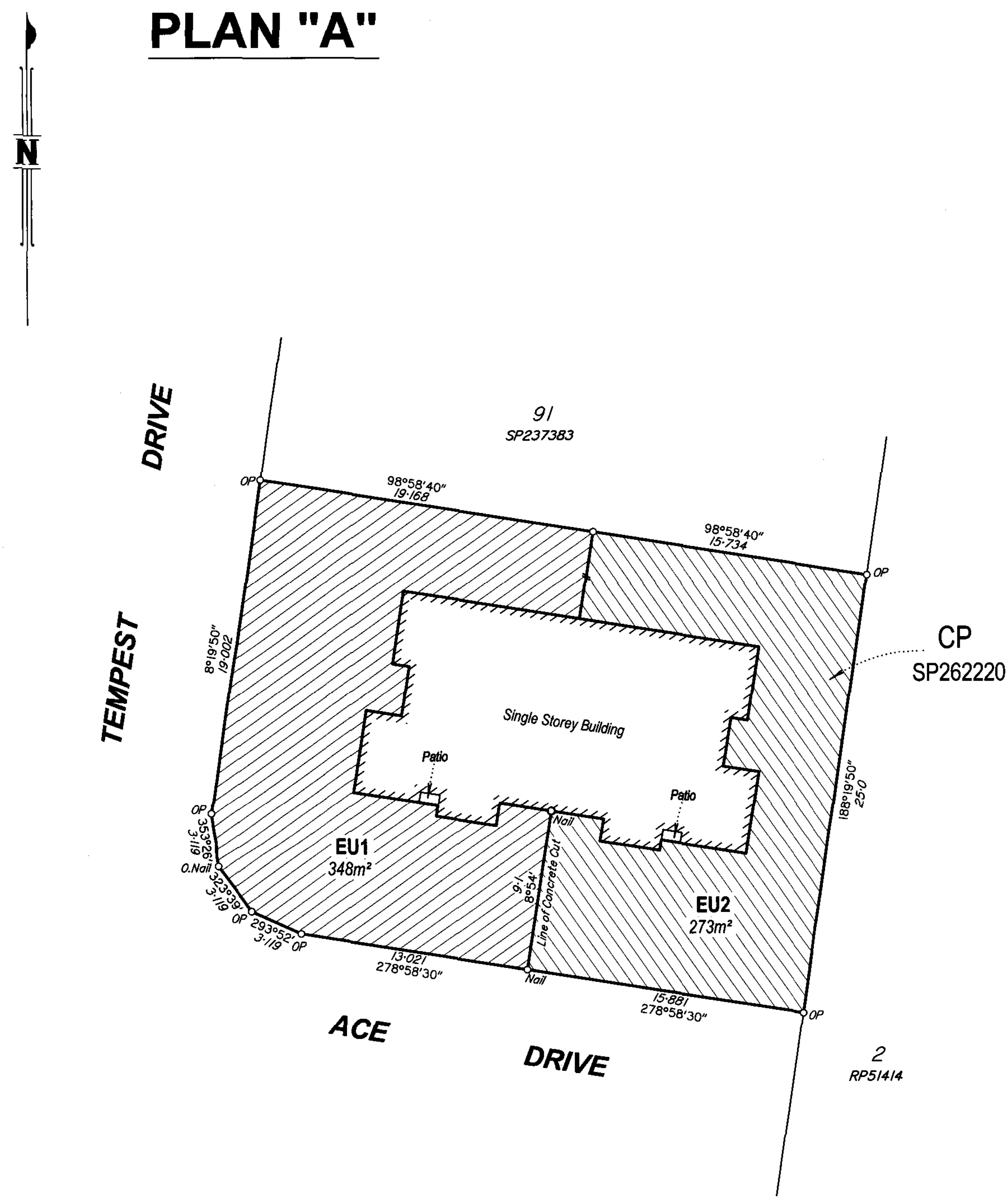
TIER 2 ATTORNEY

**Privacy Statement**
Collection of this information is authorised by the Land Title Act 1994 the Land Act 1994 and the Water Act 2000 and is used to maintain the publicly searchable registers in the land registry and the water register. For more information about privacy in DERM, see the department's website.

SKETCH PLAN



# PLAN "A"




Denotes centreline of fence

Denotes outside face of building walls

*Exclusive Use Areas are defined by the outside face of building walls, edge of patios, centreline of dividing fences and the base parcel property boundaries as noted.*

**Scale 1:250 – Lengths are in Metres.**

2 0 2 4 6 8 10 12 14 16 18 20 22 24 26 28 30 32 34 36 38

0 50 mm 100 mm 150 mm

FERTILE SOIL PTY LTD (ACN 123 178 610), hereby certify that the details shown on this sketch plan are correct.

Director

Date: 3/4/18

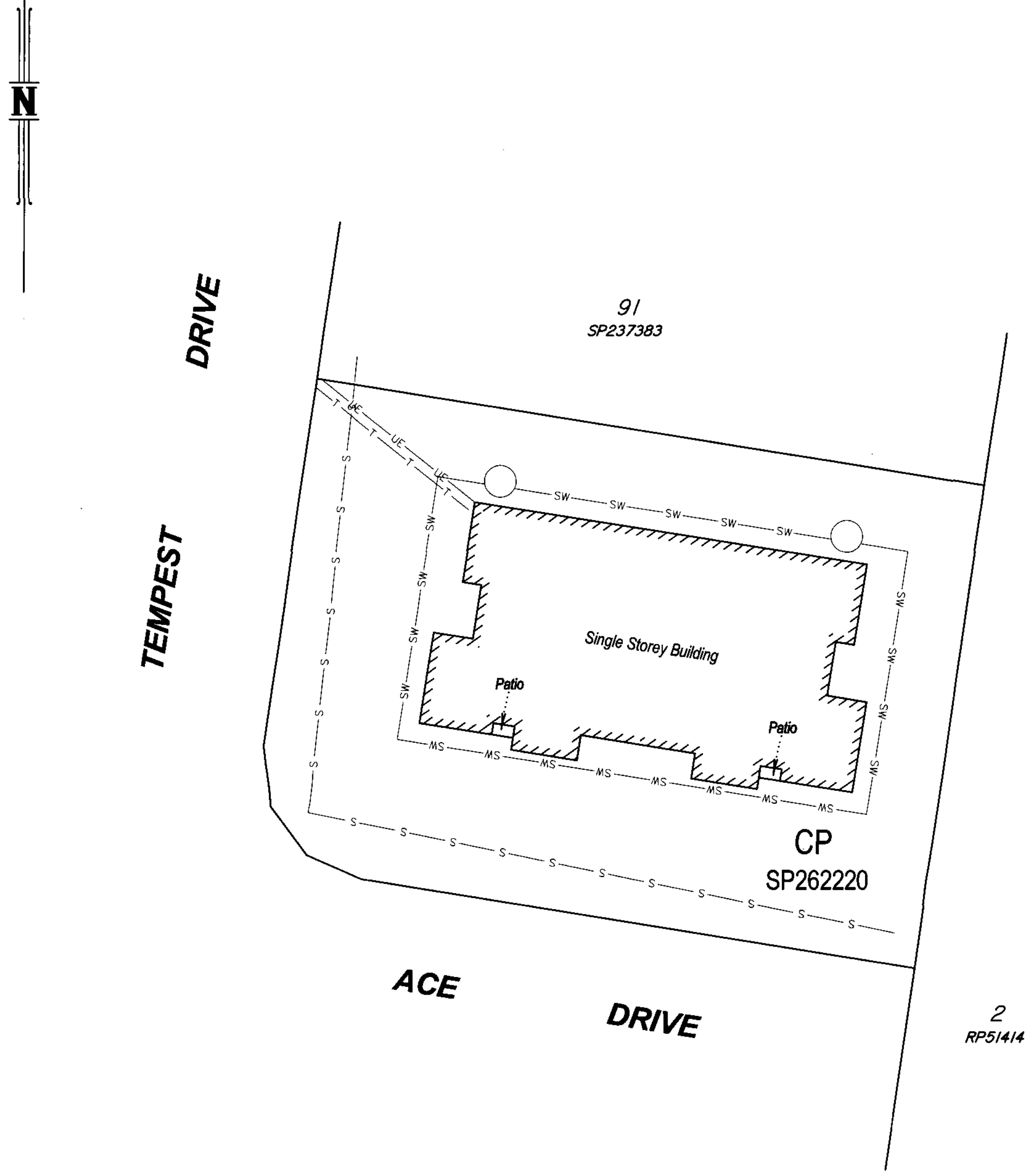
FERTILE SOIL PTY. LTD. A.C.N. 123 178 610 The Common Seal Of

| | |
|---|---|
| *Plan of Exclusive Use Areas in Common Property of Level A of "20 Tempest" CTS (SP262220)* | Scale: *1:250* |
| | Format: SKETCH |
| | 12113-EU |
| PARISH: ***DRAYTON*** COUNTY: ***Aubigny*** | Plan Status: |
| Meridian: *SP262220* F/N's: *No* | |

SKETCH PLAN

Sheet 6 of 6

# PLAN "B"




## LEGEND

| | |
|---|---|
| ——W——W—— | Water Services |
| ——SW——SW—— | Drainage Services |
| ——S——S—— | Sewer Services |
| ——UE——UE—— | Underground Electrical |
| ——T——T—— | Telstra Services |

23/04/2013

**Scale 1:250 – Lengths are in Metres.**

2 0 2 4 6 8 10 12 14 16 18 20 22 24 26 28 30 32 34 36 38

0 50 mm 100 mm 150 mm

This services location diagram discloses the existence of service easements for the purposes of s.66(1)(d) of BCCM, and should not be relied upon to excavate, design or construct near services, or for any other reason other than the intended purpose. Exact locations and depths of services on site should be obtained from suitably qualified persons prior to undertaking any works.
Services on this plan may be plotted from sources such as engineering design information, and may not be verified after construction by survey.

*Service Location Diagram*
*for "20 Tempest"*
*CTS*
*Lots 1, 2 & CP on SP262220*

Scale: *1:250*

Format: SKETCH

12113–SLD

PARISH: ***DRAYTON*** COUNTY: ***Aubigny***

Meridian: *SP262220* F/N's: *No*

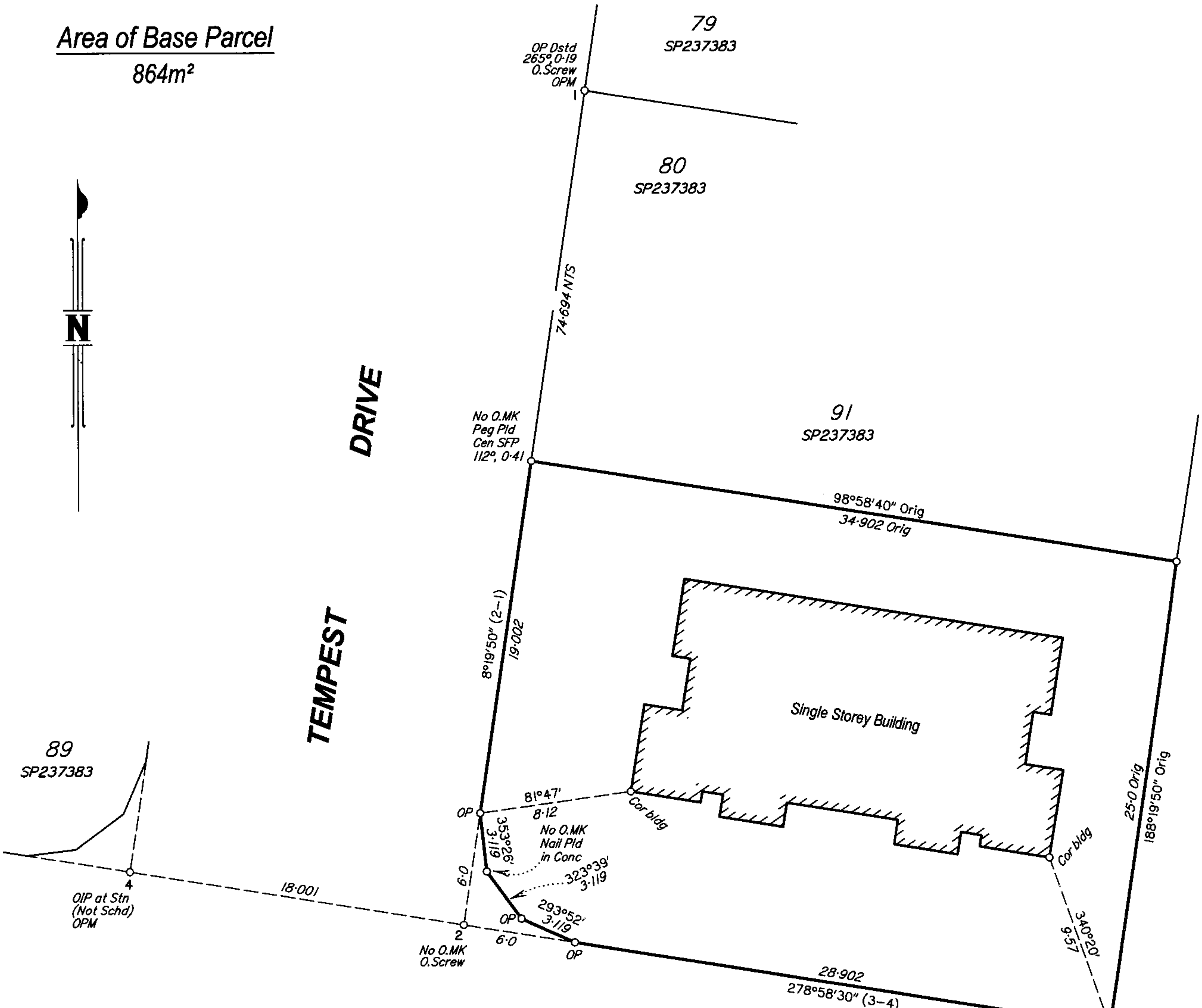
Plan Status:

Land Title Act 1994 ; Land Act 1994
Form 21 Version 2

# SURVEY PLAN

Sheet 1 of 2

**Area of Base Parcel**
864m²




REFERENCE MARKS

| STN | TO | ORIGIN | BEARING | DIST |
|---|---|---|---|---|
| 1 | O.Screw in Kerb | 19/SP237383 | 246°21' | 6·01 |
| 2 | O.Screw in Kerb | 20/SP237383 | 220°43' | 3·194 |
| 3 | Nail in Conc | | 278°58'40" | 15·881 |
| 4 | OIP (Not Schd) | 7/SP237383 | at | station |

PERMANENT MARKS

| PM | ORIGIN | BEARING | DIST | NO | TYPE |
|---|---|---|---|---|---|
| 1–OPM | 4/DP257836 | 334°39'50" | 31·24 | 183139 | |
| 4–OPM | 7/SP237383 | 141°40' | 3·068 | 183140 | |

Original information compiled from SP237383
in the Department of Natural Resources & Mines

Scale 1:250 – Lengths are in Metres.

2 0 2 4 6 8 10 12 14 16 18 20 22 24 26 28 30 32 34 36 38

0 50mm 100mm 150mm



FERTILE SOIL PTY LTD (ACN 123 178 610) hereby certify that the land comprised in this plan was surveyed by the corporation, by Clayton Ashley WHINCOP, cadastral surveyor, for whose work the corporation accepts responsibility, and that the plan is accurate, that the said survey was performed in accordance with the Survey and Mapping Infrastructure Act 2003 and Surveyors Act 2003 and associated Regulations and Standards and that the said survey was completed on 12/04/2013.

FERTILE SOIL PTY LTD ACN 123 178 610
The Common Seal Of

Date 23/04/2013 ..............................Director

*Plan of Lots 1, 2 & Common Property*

*Cancelling Lot 90 on SP237383*

PARISH: **DRAYTON** COUNTY: **Aubigny**

Meridian: SP237383 F/N's: No

Scale: 1:250
Format: BUILDING

SP262220

Plan Status:

715128050

$461.80
07/06/2013 08:53

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
Briese Lawyers TA931
PO Box 1945
TOOWOOMBA QLD 4350
Ph: 07 4638 4833 Ref: CLS
(Include address, phone number, reference, and Lodger Code)

1. Certificate of Registered Owners or Lessees.

I/~~We~~ DEAN FREDERICK BRAKE

(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.~~

*Dean Frederick Brake by his duly constituted attorney Gene Robert Farrelly under power of attorney No.714555288.*

Signature of *Registered Owners ~~*Lessees~~

* Rule out whichever is inapplicable

6.

| Existing | | Created | | | | |
|---|---|---|---|---|---|---|
| Title Reference | Description | New Lots | Road | Emts | Cov. | Profit a prendre |
| 50832441 | Lot 90 on SP237383 | 1, 2 & CP | – | – | – | – |

MORTGAGE ALLOCATIONS

| Mortgage | Lots Fully Encumbered | Lots Partially Encumbered |
|---|---|---|
| 714302409 | 1 & 2 | – |

2. Local Government Approval.

* TOOWOOMBA REGIONAL COUNCIL
hereby approves this plan in accordance with the :
% SUSTAINABLE PLANNING ACT 2009

Dated this 4TH day of JUNE 2013

# **Stewart William Somers**
# **General Manager with Delegated Authority**
**Toowoomba Regional Council**

* 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

10/08/2012
Development Approval Date

| 1, 2 & CP | Por 242 |
|---|---|
| Lots | Orig |

7. Portion Allocation :

8. Map Reference :
9242–11432

9. Locality :
Glenvale

10. Local Government :
TOOWOOMBA REGIONAL

11. Passed & Endorsed :
By : Fertile Soil Pty Ltd
Date : 23/04/2013
Signed :
Designation : Cadastral Surveyor

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* 23/04/2013 Date
*delete words not required

13. Lodgement Fees :

| | |
|---|---|
| Survey Deposit | $ |
| Lodgement | $ |
| .......New Titles | $ |
| Photocopy | $ |
| Postage | $ |
| TOTAL | $ |

3. Plans with Community Management Statement :
CMS Number : 44787
Name : 20 Tempest

4. References :
Dept File :
Local Govt : SEAL/2013/1641
Surveyor : 12–113

14. Insert Plan Number SP262220

Land Title Act 1994 ; Land Act 1994
Form 21A Version 1

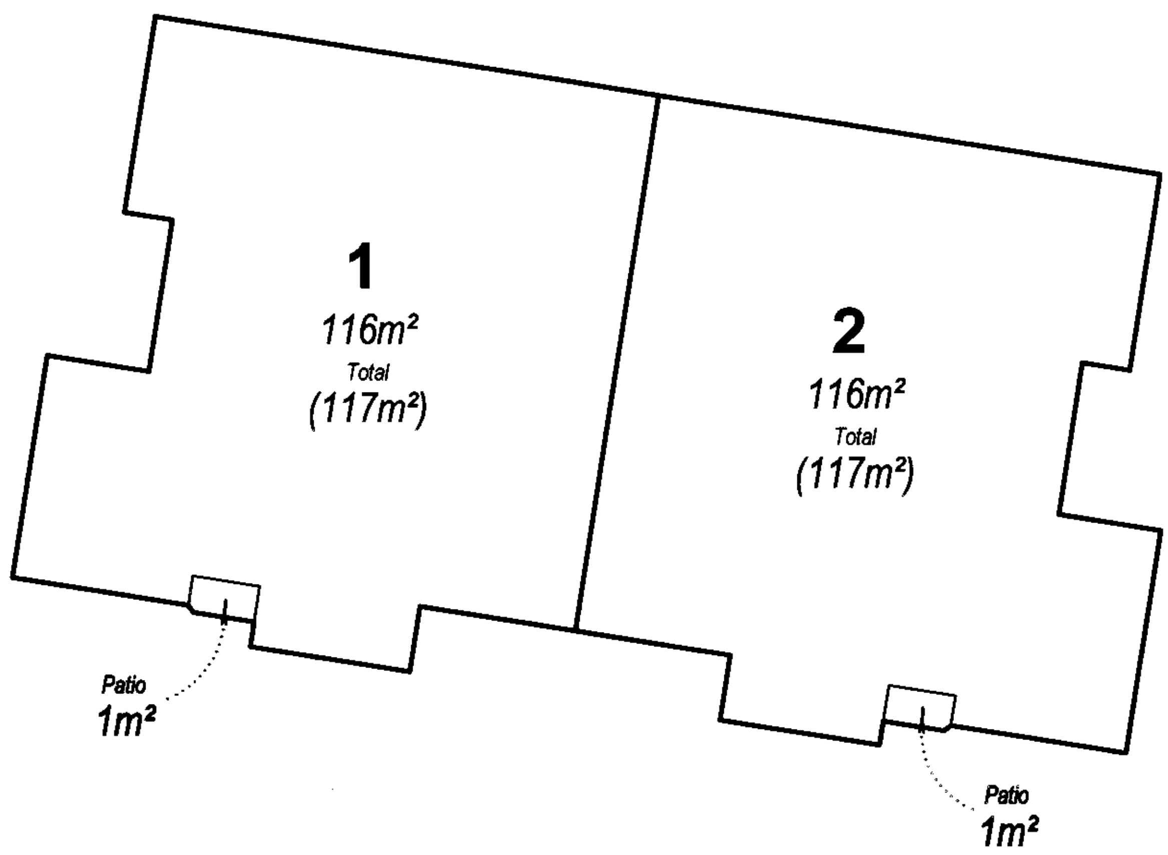
ADDITIONAL SHEET



N

# LEVEL A

*Scale 1: 150*




**COMMON PROPERTY**

Scale 1: 150 — Lengths are in Metres.

2 0 2 4 6 8 10 12 14 16 18 20 22

0 50 mm 100 mm 150 mm



Insert Plan Number SP262220

# BODY CORPORATE FOR 20 TEMPEST CTS 44787
**20 Tempest Drive, Glenvale Qld 4350**

**Key Dates**

| | |
|---|---|
| Date Scheme Registered | 7 June 2013 |
| Date on Certificate of Classification | 27 March 2013 (indicative of when building was complete) |
| Building Classification | 1a (Attached Garage 10a) |

**Survey Plan Details**

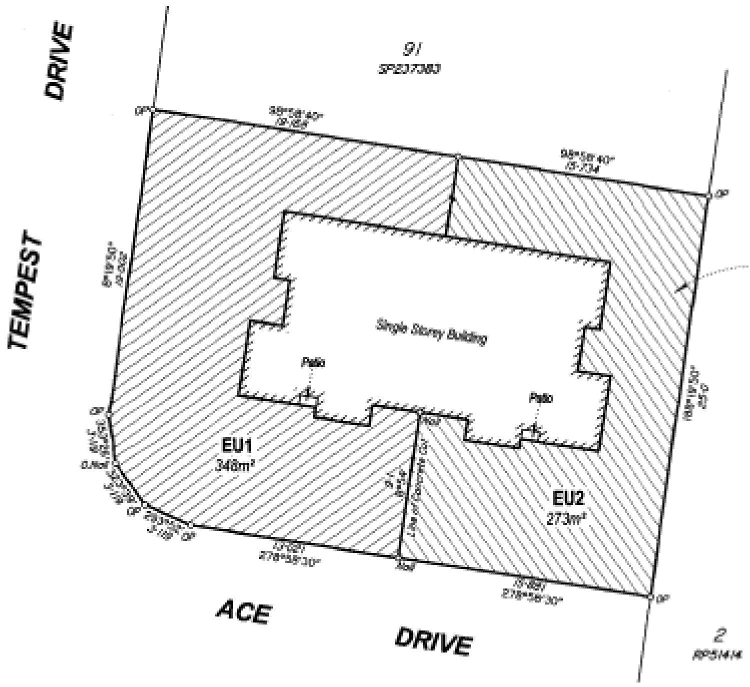
| | |
|---|---|
| Survey Plan Number | Lots 1 to 2 on SP 257834 |
| Type of Plan | Building * Format Plan |

* meaning generally the body corporate is responsible to maintain the building

Format: BUILDING
SP257834

**Staging Information**
This complex was not staged from a titling point of view

**Regulation Module**
Specified Two-Lot Scheme Module




**Courtyards**
Exclusive Use Courtyards (owners must maintain their exclusive use courtyards **not** the body corporate per the by-laws)

Note: Do **not** do anything to your private yard or exclusive use courtyard that effects natural drainage eg paving
Do **not** dig up your private yard or exclusive use courtyard – damage to common property services can happen

**Carparking Entitlements**
Garage – **Yes (1 x single garage)**
Outside car spaces – **Nil** (all outside spaces are visitor spaces)
Is parking in the driveway or in front of garages permitted? **No**

**Pets**
Pets may only be kept with the written permission of the body corporate

**Bin Storage**
Either fully within any bin enclosure(s) or within the unit ie in the garage or in the courtyard

**Recent Major Works**

| ***Type of work*** | ***Contractor*** | ***Date*** | ***Amount*** |
|---|---|---|---|
| - | - | - | - |

STRATA COMMUNITY INSURANCE

stratacommunityinsure.com.au
T 1300 SCINSURE (1300 724 678)
E myenquiry@scinsure.com.au
A PO Box 2878, Brisbane, QLD 4001

# STRATA COMMUNITY SCHEDULE

Please ensure that You carefully review this Schedule, including the Important Information section which outlines Your Duty to take reasonable care not to make a misrepresentation, together with Your PDS and Policy Wording.

## THE INSURED

| | |
|---|---|
| POLICY NUMBER | QRSC21003081 |
| OUR REFERENCE | QTE10443343 |
| PDS AND POLICY WORDING | Residential Strata Product Disclosure Statement and Policy Wording SCI034-Policy-RS-PPW-02/2021<br>Supplementary Product Disclosure Statement SCIA-036_SPDS_RSC-10/2021 |
| THE INSURED | Body Corporate for 20 Tempest Community Title Scheme 44787 |
| SITUATION | 20 Tempest Drive, Glenvale, QLD, 4350 |
| PERIOD OF INSURANCE | Commencement Date: 4:00pm on 31/05/2025<br>Expiry Date: 4:00pm on 31/05/2026 |
| INTERMEDIARY | Toowoomba Strata Pty Ltd |
| ADDRESS | PO Box 2244, Toowoomba QLD, 4350 |
| DATE OF ISSUE | 15/05/2025 |

## POLICY LIMITS / SUMS INSURED

| | | | |
|---|---|---|---|
| SECTION 1 | PART A | 1. Building | $970,869 |
| | | Common Area Contents | $8,386 |
| | | 2. Terrorism Cover under Section 1 Part A2 | Applies |
| | PART B | Loss of Rent/Temporary Accommodation | $145,630 |
| | OPTIONAL COVERS | 1. Flood | Included |
| | | 2. Floating Floors | Not Included |
| SECTION 2 | Liability | | $10,000,000 |
| SECTION 3 | Voluntary Workers | | Included |
| SECTION 5 | Fidelity Guarantee | | $100,000 |
| SECTION 6 | Office Bearers' Liability | | Not Included |
| SECTION 7 | Machinery Breakdown | | Not Included |
| SECTION 8 | Catastrophe | | $145,630 |
| SECTION 9 | PART A | Government Audit Costs – Professional Fees | $25,000 |
| | PART B | Appeal Expenses | $100,000 |
| | PART C | Legal Defence Expenses | $50,000 |
| SECTION 10 | Lot Owners' Fixtures and Improvements | | $300,000 |

| | | |
|---|---|---|
| SECTION 11 | Loss of Lot Market Value | Not Included |

## EXCESS

You must pay or contribute the amount of any Excess and/or Contribution as specified below or in accordance with the relevant Section of the Policy wording for each claim. Should more than one Excess be payable for any claim arising from the one Event, such excesses will not be aggregated and the highest single level of Excess only will apply.

| | | |
|---|---|---|
| SECTION 1 | $1,000 | Insured Property |
| SECTION 9 | $1,000 | Legal Defence Expenses and 10% Contribution |

## PREMIUM

| Base Premium | Levies | Premium GST | Stamp Duty | *PREMIUM* | Admin Fee | Admin Fee GST | **TOTAL** |
|---|---|---|---|---|---|---|---|
| $1,782.63 | $0.00 | $178.26 | $176.48 | $2,137.37 | $200.00 | $20.00 | **$2,357.37** |

| Intermediary Commission | Intermediary Commission GST |
|---|---|
| $356.53 | $35.65 |

This document has been issued by Strata Community Insurance Agencies Pty Ltd (ABN 72 165 914 009) and will be a tax invoice for GST purposes when you make a payment.

## PAYMENT OPTIONS

**The amount of $2,357.37 is due by 31/05/2025.**

### Pay in 3 easy steps

**Please check**
- All documents
- Refer to 'Important Information' attached
- Advise us if anything needs changing

**To make changes**
- Please call 1300 SCINSURE (1300 724 678)
- Email yourcover@scinsure.com.au

**To pay**
- Follow the 'How to Pay' instructions, please contact us for further payment methods

### How to Pay

**DIRECT DEBIT – INSTALMENT**
Please contact our office for Direct Debit Request and Agreement

**EFT / DIRECT DEPOSIT**
Strata Community Insurance Trust Account
Our Reference QTE10443343
ANZ Bank BSB: 012-013
Account number: 215745659

**Telephone & Internet Banking - BPAY®**
Please contact our office to get your unique reference code.
**Biller Code: 236620**
**Ref: 104433436**
Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.
More info: www.bpay.com.au

**CHEQUE**
Send your cheque, together with the payment slip below to:

Payable to: Strata Community Insurance
Mail to: PO Box 631, North Sydney, NSW, 2059

**CREDIT CARD** at www.stratacommunityinsure.com.au

Invoice Number QTE10443343

STRATA COMMUNITY INSURANCE

**PAYMENT SLIP** *Please complete this slip for cheque payments only*

| | |
|---|---|
| **Reference Number** | QTE10443343 |
| **The Insured** | Body Corporate for 20 Tempest Community Title Scheme 44787 |
| **Address** | 20 Tempest Drive<br>Glenvale<br>QLD 4350 |

**Amount Due:**

$2,357.37

**Amount paid:**

$

*Please add amount paid*

## IMPORTANT INFORMATION

This Policy has been issued by Strata Community Insurance Agencies Pty Ltd ABN 72 165 914 009 AFS Licence No. 457787 on behalf of the insurer Allianz Australia Insurance Limited, ABN 15 000 122 850, AFS Licence No. 234708. It forms part of Your contract of insurance and You should refer to it together with the Product Disclosure Statement and insurance Policy wording (PDS and Policy) to consider whether the benefits, terms, conditions and exclusions of your Policy remain relevant and suitable for Your needs and circumstances. The PDS and Policy are available from our website www.stratacommunityinsure.com.au this is also where You can locate Your workers compensation documentation (if applicable) http://stratacommunityinsure.com.au/products/forms-documents/ alternatively You can contact us for a copy. If You have previously provided a Workers Compensation wages declaration and Your circumstances have changed please provide an updated wages declaration, which can also be found on our website.

Your Duty to take reasonable care not to make a misrepresentation

You must take reasonable care not to make a misrepresentation to Us. This responsibility applies until We issue You with a Policy for the first time or agree to renew, extend, vary/change, or reinstate Your Policy.

You must answer Our questions honestly, accurately and to the best of Your knowledge. A misrepresentation includes a statement that is false, partially false, or which does not fairly reflect the truth. It is not misrepresentation if You do not answer a question or if Your answer is obviously incomplete or irrelevant to the question asked.

The responsibility to take reasonable care not to make a misrepresentation applies to everyone who will be insured under the Policy. If You are answering questions on behalf of anyone, We will treat Your answers or representations as theirs.

Whether or not You have taken reasonable care not to make a misrepresentation is to be determined having regard to all relevant circumstances, including the type of insurance, who it is intended to be sold to, whether You are represented by a broker, Your particular characteristics and circumstances We are aware of.

**If You do not meet the above Duty,** We may reject or not fully pay Your claim and/or cancel Your Policy. If the misrepresentation was deliberate or reckless, this is an act of fraud, and We may treat Your Policy as if it never existed.

If Our information or questions are unclear, You can contact Strata Community Insurance on 1300 724 678 or visit stratacommunityinsure.com.au.

Cooling Off Period

You have 21 days after buying or renewing Your Policy to decide if it meets Your needs and You wish to continue. If You notify Us within this period that You wish to cancel Your Policy as from its start date, we will refund Your premium less any government taxes or duties that are non-refundable or remain payable by Us but we will not refund any Policy administration or instalment fees. This cooling off right does not apply if You have made or are entitled to make a claim. Even after the cooling off period ends You still have cancellation rights, however we may deduct certain amounts from any refund (see "Cancelling Your Policy" in the PDS and Policy).

Claims made notice

Section 6 of the Policy operates on a 'claims made and notified' basis. This means that, subject to the provisions of Section 6, where You give notice in writing to Us of any facts that might give rise to a claim against You as soon as reasonably practicable after You become aware of those facts but before the expiry of the Period of Insurance, You may have rights under Section 40(3) of the *Insurance Contracts Act 1984* (Cth) to be indemnified in respect of any claim subsequently made against You arising from those facts notwithstanding that the claim is made after the expiry of the Period of Insurance.

Any such rights arise under the legislation only, in that the terms of the Policy and the effect of the Section, subject to the continuous cover special conditions, is that You are not covered for claims made against You after the expiry of the Period of Insurance.

STRATA COMMUNITY
INSURANCE

stratacommunityinsure.com.au
T 1300 SCINSURE (1300 724 678)
E myenquiry@scinsure.com.au
A PO Box 2878, Brisbane, QLD 4001

# CERTIFICATE OF CURRENCY

## THE INSURED

| | |
|---|---|
| POLICY NUMBER | QRSC21003081 |
| PDS AND POLICY WORDING | Residential Strata Product Disclosure Statement and Policy Wording SCI034-Policy-RS-PPW-02/2021<br>Supplementary Product Disclosure Statement SCIA-036_SPDS_RSC-10/2021 |
| THE INSURED | Body Corporate for 20 Tempest Community Title Scheme 44787 |
| SITUATION | 20 Tempest Drive, Glenvale, QLD, 4350 |
| PERIOD OF INSURANCE | Commencement Date: 4:00pm on 31/05/2025<br>Expiry Date: 4:00pm on 31/05/2026 |
| INTERMEDIARY | Toowoomba Strata Pty Ltd |
| ADDRESS | PO Box 2244, Toowoomba, QLD, 4350 |
| DATE OF ISSUE | 15/05/2025 |

## POLICY LIMITS / SUMS INSURED

| | | | |
|---|---|---|---|
| SECTION 1 | PART A | 1. Building | $970,869 |
| | | Common Area Contents | $8,386 |
| | | 2. Terrorism Cover under Section 1 Part A2 | Applies |
| | PART B | Loss of Rent/Temporary Accommodation | $145,630 |
| | OPTIONAL COVERS | 1. Flood | Included |
| | | 2. Floating Floors | Not Included |
| SECTION 2 | Liability | | $10,000,000 |
| SECTION 3 | Voluntary Workers | | Included |
| SECTION 5 | Fidelity Guarantee | | $100,000 |
| SECTION 6 | Office Bearers' Liability | | Not Included |
| SECTION 7 | Machinery Breakdown | | Not Included |
| SECTION 8 | Catastrophe | | $145,630 |
| SECTION 9 | PART A | Government Audit Costs – Professional Fees | $25,000 |
| | PART B | Appeal Expenses | $100,000 |
| | PART C | Legal Defence Expenses | $50,000 |
| SECTION 10 | Lot Owners' Fixtures and Improvements | | $300,000 |
| SECTION 11 | Loss of Lot Market Value | | Not Included |

This certificate of currency has been issued by Strata Community Insurance Agencies Pty Ltd, ABN 72 165 914 009, AFSL 457787 on behalf of the insurer Allianz Australia Insurance Limited, ABN 15 000 122 850, AFSL 234708 and confirms that on the Date of Issue a policy existed for the Period of Insurance and sums insured shown herein. The Policy may be subsequently altered or cancelled in accordance with its terms after the Date of Issue of this notice without further notice to the holder of this notice. It is issued as a matter of information only and does not confer any rights on the holder.

This certificate does not amend, extend, replace, negate or override the benefits, terms, conditions and exclusions as described in the Schedule documents together with the Product Disclosure Statement and insurance policy wording.

# Balance Sheet - C.T.S. 44787
# "20 TEMPEST"
## 20 TEMPEST DRIVE, GLENVALE, QLD 4350

For the Financial Period 01/06/2024 to 31/05/2025

**FINAL**

| | Administrative | Sinking | TOTAL THIS YEAR |
|---|---|---|---|
| **Assets** | | | |
| Cash At Bank | | | |
| ITO SP44787 | $4,768.37 | $8,833.87 | $13,602.24 |
| **Total Assets** | **$4,768.37** | **$8,833.87** | **$13,602.24** |
| **Liabilities** | | | |
| Levies Paid in Advance | $660.58 | $129.99 | $790.57 |
| **Total Liabilities** | **$660.58** | **$129.99** | **$790.57** |
| **Net Assets** | **$4,107.79** | **$8,703.88** | **$12,811.67** |
| **Owners Funds** | | | |
| Opening Balance | $5,250.40 | $8,114.39 | $13,364.79 |
| Net Income For The Period | $(1,142.61) | $589.49 | $(553.12) |
| **Total Owners Funds** | **$4,107.79** | **$8,703.88** | **$12,811.67** |

# Income and Expenditure Statement - C.T.S. 44787
# "20 TEMPEST"
### 20 TEMPEST DRIVE, GLENVALE, QLD 4350
For the Financial Period 01/06/2024 to 31/05/2025

**FINAL**

## Administrative Fund

| | TOTAL THIS YEAR | Last Year Actual |
|---|---|---|
| **Income** | | |
| Bank Interest | $36.36 | *$28.87* |
| Levy Income | $5,822.10 | *$5,388.96* |
| Levy Income Prompt Payment Discount | $(427.27) | *$(508.28)* |
| **Total Administrative Fund Income** | **$5,431.19** | *$4,909.55* |
| **Expenses** | | |
| Bank Charges | $0.00 | *$0.00* |
| Body Corporate Management | $771.00 | *$663.30* |
| Cleaning | $350.00 | *$0.00* |
| Garden & Lawn Maintenance | $2,079.00 | *$498.25* |
| Insurance | $2,357.37 | *$2,350.21* |
| Photocopying, Postage etc | $76.32 | *$73.38* |
| Preparation of Tax Return | $180.00 | *$180.00* |
| Repairs & Maintenance | $736.11 | *$1,026.61* |
| Software Licensing Charge (inc Electronic Voting) | $24.00 | *$24.00* |
| **Total Administrative Fund Expenses** | **$6,573.80** | *$4,815.75* |
| **Administrative Fund Surplus/Deficit** | **$(1,142.61)** | *$93.80* |
| **Opening Balance for the period** | **$5,250.40** | *$5,156.60* |
| **Closing Balance for the period** | **$4,107.79** | *$5,250.40* |

# Income and Expenditure Statement - C.T.S. 44787
# "20 TEMPEST"
### 20 TEMPEST DRIVE, GLENVALE, QLD 4350
For the Financial Period 01/06/2024 to 31/05/2025

**FINAL**

## Sinking Fund

| | TOTAL THIS YEAR | Last Year Actual |
|---|---|---|
| **Income** | | |
| Levy Income | $1,133.30 | *$1,066.64* |
| Levy Income Prompt Payment Discount | $(58.81) | *$(93.41)* |
| **Total Sinking Fund Income** | **$1,074.49** | *$973.23* |
| **Expenses** | | |
| Insurance Valuation Report | $385.00 | *$0.00* |
| Pest Control - Sinking | $100.00 | *$0.00* |
| Sinking Funding Provision | $0.00 | *$0.00* |
| **Total Sinking Fund Expenses** | **$485.00** | *$0.00* |
| **Sinking Fund Surplus/Deficit** | **$589.49** | *$973.23* |
| **Opening Balance for the period** | **$8,114.39** | *$7,141.16* |
| **Closing Balance for the period** | **$8,703.88** | *$8,114.39* |

# OWNER TRANSACTION SUMMARY from 01/06/25 to 31/08/26
## All Schedules

**Levy Table**

| | | |
|---|---|---|
| FULLY PAID | the levy has been paid in full | Review levy period if settlement adjustments are needed |
| PARTIALLY PAID | the levy has been partially paid but not overdue yet | Review levy period if settlement adjustments are needed |
| PAID IN ADVANCE | The levy has been paid in advance | Review levy period if settlement adjustments are needed |
| OVERDUE | the levy is either owing or partly owing and past the due date | **Must** be taken into account at settlement |
| UNPAID | the levy is **not** past its due date | Review periods as may need to be taken into account at settlement |

**Total Due:** $x.xx as at dd/mm/yy = only what is past the due date

**C.T.S.:** 44787 **Units:** 2 **Lots:** 2
**Building Address:** 20 TEMPEST DRIVE
**:**
**Suburb:** GLENVALE **State:** QLD **Post Code:** 4350
**Building Name:** 20 TEMPEST **ABN:** 50 661 497 878
**GST?:** No **Manager:** Brittany McGrath

**Lot#:** 1 **Unit#:** 1 **Units of Entitlement:** 1 **Paid To:** 31/05/25
**Owner Name: Ajay Anya Apiu ANYAR** **Contribution Schedule:** 1 **Arrears:** $2,249.26

**Interest Schedule:** 1 **Interest:** $0.00
**Total Due:** $2,249.26 as at 09/02/26

## Levies

| Due Date | Reference | Details | | Total Due | Paid | Discount | Unpaid | Arrears | Interest Due | GST |
|---|---|---|---|---|---|---|---|---|---|---|
| 30/06/25 | 68 | Standard Levy Contribution Schedule from 01/06/2025 to 31/08/2025 | | $877.75 | $450.69 | $0.07 | $427.06 | $427.06 | $0.00 | $0.00 |
| | | OVERDUE | Admin | $733.31 | $450.69 | $0.07 | $282.62 | $282.62 | $0.00 | $0.00 |
| | | | Sinking | $144.44 | $0.00 | $0.00 | $144.44 | $144.44 | $0.00 | $0.00 |
| 30/09/25 | 73 | Standard Levy Contribution Schedule from 01/09/2025 to 30/11/2025 | | $911.10 | $0.00 | $0.00 | $911.10 | $911.10 | $0.00 | $0.00 |
| | | OVERDUE | Admin | $733.32 | $0.00 | $0.00 | $733.32 | $733.32 | $0.00 | $0.00 |
| | | | Sinking | $177.78 | $0.00 | $0.00 | $177.78 | $177.78 | $0.00 | $0.00 |
| 31/12/25 | 74 | Standard Levy Contribution Schedule from 01/12/2025 to 28/02/2026 | | $911.10 | $0.00 | $0.00 | $911.10 | $911.10 | $0.00 | $0.00 |
| | | OVERDUE | Admin | $733.32 | $0.00 | $0.00 | $733.32 | $733.32 | $0.00 | $0.00 |
| | | | Sinking | $177.78 | $0.00 | $0.00 | $177.78 | $177.78 | $0.00 | $0.00 |
| 31/03/26 | 75 | Standard Levy Contribution Schedule from 01/03/2026 to 31/05/2026 | | $911.10 | $0.00 | $0.00 | $911.10 | $0.00 | $0.00 | $0.00 |
| | | UNPAID | Admin | $733.32 | $0.00 | $0.00 | $733.32 | $0.00 | $0.00 | $0.00 |
| | | | Sinking | $177.78 | $0.00 | $0.00 | $177.78 | $0.00 | $0.00 | $0.00 |
| 30/06/26 | 76 | Standard Levy Contribution Schedule from 01/06/2026 to 31/08/2026 | | $911.10 | $0.00 | $0.00 | $911.10 | $0.00 | $0.00 | $0.00 |
| | | UNPAID | Admin | $733.32 | $0.00 | $0.00 | $733.32 | $0.00 | $0.00 | $0.00 |
| | | | Sinking | $177.78 | $0.00 | $0.00 | $177.78 | $0.00 | $0.00 | $0.00 |
| **Levy Totals for the Period 01/06/25 to 31/08/26** | | | | **$4,522.15** | **$450.69** | **$0.07** | **$4,071.46** | **$2,249.26** | **$0.00** | **$0.00** |

## Receipts

| Date | Reference | Details | Admin | Sinking | Total | Discount | Interest Paid | GST |
|---|---|---|---|---|---|---|---|---|

# OWNER TRANSACTION SUMMARY from 01/06/25 to 31/08/26
# All Schedules



**C.T.S.:** 44787
**Lot#:** 1 **Unit#:** 1
**Owner Name:** **Ajay Anya Apiu ANYAR**

**Units of Entitlement:** 1
**Contribution Schedule:** 1
**Interest Schedule:** 1

**Paid To:** 31/05/25
**Arrears:** $2,249.26
**Interest:** $0.00
**Total Due:** $2,249.26 as at 09/02/26

## Receipts(Continued)

| Date | Reference | Details | Admin | Sinking | Total | Discount | Interest Paid | GST |
|---|---|---|---|---|---|---|---|---|
| 26/08/25 | 121 | Standard Levy Contribution Schedule for 01/06/2025 to 31/08/2025<br>Receipt; bpay-payment - DEFT Bpay 0000000235 | $50.00 | $0.00 | $50.00 | $0.00 | $0.00 | $0.00 |
| 09/09/25 | 123 | Standard Levy Contribution Schedule for 01/06/2025 to 31/08/2025<br>Receipt; bpay-payment - DEFT Bpay 0000000235 | $50.00 | $0.00 | $50.00 | $0.00 | $0.00 | $0.00 |
| 25/09/25 | 124 | Standard Levy Contribution Schedule for 01/06/2025 to 31/08/2025<br>Receipt; bpay-payment - DEFT Bpay 0000000235 | $50.00 | $0.00 | $50.00 | $0.00 | $0.00 | $0.00 |
| 07/10/25 | 125 | Standard Levy Contribution Schedule for 01/06/2025 to 31/08/2025<br>Receipt; bpay-payment - DEFT Bpay 0000000235 | $50.00 | $0.00 | $50.00 | $0.00 | $0.00 | $0.00 |
| 21/10/25 | 126 | Standard Levy Contribution Schedule for 01/06/2025 to 31/08/2025<br>Receipt; bpay-payment - DEFT Bpay 0000000235 | $50.00 | $0.00 | $50.00 | $0.00 | $0.00 | $0.00 |
| 06/11/25 | 127 | Standard Levy Contribution Schedule for 01/06/2025 to 31/08/2025<br>Receipt; bpay-payment - DEFT Bpay 0000000235 | $50.00 | $0.00 | $50.00 | $0.00 | $0.00 | $0.00 |
| 20/11/25 | 128 | Standard Levy Contribution Schedule for 01/06/2025 to 31/08/2025<br>Receipt; bpay-payment - DEFT Bpay 0000000235 | $50.00 | $0.00 | $50.00 | $0.00 | $0.00 | $0.00 |
| 02/12/25 | 129 | Standard Levy Contribution Schedule for 01/06/2025 to 31/08/2025<br>Receipt; bpay-payment - DEFT Bpay 0000000235 | $50.00 | $0.00 | $50.00 | $0.00 | $0.00 | $0.00 |
| 30/12/25 | 131 | Standard Levy Contribution Schedule for 01/06/2025 to 31/08/2025<br>Receipt; bpay-payment - DEFT Bpay 0000000235 | $50.00 | $0.00 | $50.00 | $0.00 | $0.00 | $0.00 |
| | | **Receipt Totals for the Period 01/06/25 to 31/08/26** | **$450.00** | **$0.00** | **$450.00** | **$0.00** | **$0.00** | **$0.00** |

20 TEMPEST CTS 44787
ABN 50 661 497 878
20 TEMPEST DRIVE
GLENVALE QLD 4350

*Oops - it looks like you may have forgotten to pay your levies...*

# LEVY REMINDER NOTICE

## Invoice

| | |
|---|---|
| ***Amount Overdue*** | **$2,158.11** **30/06/2025** * |

** Due Date is for the oldest amount owing - refer table below for all dates*

| | |
|---|---|
| *Date of Notice* | 13/01/2026 |
| *Account Number* | 0235 |
| *Lot Number* | **1** |
| *Unit Number* | **1** |

Ajay Anya Apiu ANYAR
1/20 Tempest Drive
GLENVALE QLD 4350

ajahditanyar@gmail.com

***Account Enquiries***
*Brittany McGrath*
*brittany@toowoombastrata.com.au*
*07 4639 1955*

| *Details* | *Administrative Fund* | *Sinking Fund* | *Interest/ Discount* | *DUE DATES* | *Total* |
|---|---|---|---|---|---|
| Standard Levy Contribution Schedule (01/06/25 - 31/08/25) | $282.62 | $144.44 | $0.00 | 30/06/2025 | $427.06 |
| Standard Levy Contribution Schedule (01/09/25 - 30/11/25) | $733.32 | $177.78 | $0.00 | 30/09/2025 | $911.10 |
| Standard Levy Contribution Schedule (01/12/25 - 28/02/26) | $733.32 | $177.78 | -$91.15 | 31/12/2025 | $819.95 |

No GST has been charged.

***Amount Overdue*** **$2,158.11** **30/06/2025**

Did not get the original levy notice or there was a genuine oversight - that is OK !
Please pay the discounted amount only no later than the 21st of the month. This applies to the current levy only.

If you are receipt of this notice, it is because payment has not been receipted by our office. If you believe that payment has been made, we would appreciate if you can double check your bank statement before we investigate further.

Not getting email? Please add reception@toowoombastrata.com.au to your safe sender list.

**If you are having trouble paying your levies please contact your Toowoomba Strata contact to discuss a payment plan.**

MACQUARIE BANK

DEFT PAYMENT SYSTEMS

## Ways to pay

### CARD OR DIRECT DEBIT

**DEFT Reference Number**
30411042202357

Visit **deft.com.au** to pay by card or direct debit.
Payments may attract a surcharge.

### BPAY

**Biller Code:** 96503
**Ref:** 30411042202357

Mobile & Internet Banking - BPAY
Make this payment from your preferred bank account.

### POST BILLPAY

*496 304110422 02357

Pay in-store at Australia Post by eftpos or cheque.
Cheques payable to
20 TEMPEST CTS 44787

QUEENSLAND LAND REGISTRY
Land Title Act 1994, Land Act 1994 and Water Act 2000

# GENERAL REQUEST

FORM 14 Version 4
Page 1 of 1

Duty Imprint

715128021

$152.10
07/06/2013 08:48

TA 460

**1. Nature of request**

REQUEST TO RECORD FIRST COMMUNITY MANAGEMENT STATEMENT FOR 20 TEMPEST COMMUNITY TITLES SCHEME

**Lodger** (Name, address, E-mail & phone number)

BRIESE LAWYERS
PO BOX 1945
TOOWOOMBA QLD 4350
Ph: 07 4638 4833
Email: admin@brieselawyers.com.au

**Lodger Code**

TA 931

| 2. Lot on Plan Description | County | Parish | Title Reference |
|---|---|---|---|
| LOT 90 ON SP237383 | AUBIGNY | DRAYTON | 50832441 |

**3. Registered Proprietor/State Lessee**

DEAN FREDERICK BRAKE

**4. Interest**

NOT APPLICABLE

**5. Applicant**

DEAN FREDERICK BRAKE - C/- BRIESE LAWYERS P.O. BOX 1945 TOOWOOMBA QLD 4350

**6. Request**

I hereby request that: THE FIRST COMMUNITY MANAGEMENT STATEMENT (ENCLOSED) BE RECORDED AS THE COMMUNITY MANAGEMENT STATEMENT FOR 20 TEMPEST COMMUNITY TITLES SCHEME AND THAT 11 PARKWAY DRIVE, SCARNESS QLD 4655 BE RECORDED AS THE ADDRESS FOR SERVICE OF THE BODY CORPORATE FOR THE SCHEME.

**7. Execution by applicant**

29/4/13 ........C. Ste........

**Execution Date** **~~Applicant's or~~ Solicitor's Signature**

Note: A Solicitor is required to print full name if signing on behalf of the Applicant

Cassie Leah Stevens
SOLICITOR

QUEENSLAND LAND REGISTRY **FIRST/~~NEW~~ COMMUNITY MANAGEMENT STATEMENT** **CMS** Version 3
Body Corporate and Community Management Act 1997



**44787**

**This statement incorporates and must include the following:**

*Schedule A - Schedule of lot entitlements*
*Schedule B - Explanation of development of scheme land*
*Schedule C - By-laws*
*Schedule D - Any other details*
*Schedule E - Allocation of exclusive use areas*

**1. Name of community titles scheme**

20 TEMPEST COMMUNITY TITLES SCHEME

**2. Regulation module**

SPECIFIED TWO-LOT SCHEMES MODULE

**3. Name of body corporate**

BODY CORPORATE FOR 20 TEMPEST COMMUNITY TITLES SCHEME

**4. Scheme land**

| Lot on Plan Description | County | Parish | Title Reference |
|---|---|---|---|
| COMMON PROPERTY OF 20 TEMPEST COMMUNITY TITLES SCHEME | AUBIGNY | DRAYTON | |
| LOT 1 ON SP262220 | AUBIGNY | DRAYTON | |
| LOT 2 ON SP262220 | AUBIGNY | DRAYTON | |

**5. #Name and address of original owner**

DEAN FREDERICK BRAKE

11 PARKWAY DRIVE, SCARNESS QLD 4655

**6. Reference to plan lodged with this statement**

SP262220

# first community management statement only

**7. Local Government community management statement notation**

........................ signed

**Stewart William Somers**
**General Manager with Delegated Authority** ........................ name and designation

**Toowoomba Regional Council** ........................ name of Local Government

**8. Execution by original owner/Consent of body corporate**

***Dean Frederick Brake by his duly constituted attorney Gene Robert Farrelly under power of attorney No.714555288."***

30/4/13
**Execution Date**

........................
***Execution**

*Original owner to execute for a first community management statement
*Body corporate to execute for a new community management statement

## SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

| Lot on Plan | Contribution | Interest |
|---|---|---|
| LOT 1 ON SP262220 | 1 | 1 |
| LOT 2 ON SP262220 | 1 | 1 |
| TOTALS | 2 | 2 |

THE CONTRIBUTION SCHEDULE DETAILED ABOVE IN THIS SCHEDULE A FOR THE RESPECTIVE LOT ENTITLEMENTS ARE CONSISTENT WITH THE EQUALITY PRINCIPLE IN ACCORDANCE WITH SECTION 66(1)(db) OF THE *BODY CORPORATE AND COMMUNITY MANAGEMENT ACT* 1997.

THE INTEREST SCHEDULE DETAILED ABOVE IN THIS SCHEDULE A FOR THE RESPECTIVE LOT ENTITLEMENTS REFLECT THE RESPECTIVE MARKET VALUES OF THE LOTS IN ACCORDANCE WITH SECTION 66(1)(dc) OF THE *BODY CORPORATE AND COMMUNITY MANAGEMENT ACT* 1997.

## SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

NOT APPLICABLE

## SCHEDULE C BY-LAWS

**1 Noise**

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

**2 Vehicles**

(1) The occupier of a lot must not

(a) park a vehicle, or allow a vehicle to stand, in a regulated parking area; or
(b) without the approval of the body corporate, park a vehicle, or allow a vehicle to stand, on any other part of the common property; or
(c) permit an invitee to park a vehicle, or allow a vehicle to stand, on the common property, other than in a regulated parking area.

(2) An approval under subsection (1)(b) must state the period for which it is given.

(3) The body corporate may cancel the approval by giving 7 days written notice to the occupier.

(4) In this section regulated parking area means an area of scheme land designated as being available for use, by invitees of occupiers of lots included in the scheme, for parking vehicles.

**3 Obstruction**

The occupier of a lot must not obstruct the lawful use of the common property by someone else.

**4 Damage to lawns etc.**

(1) The occupier of a lot must not, without the body corporate's written approval

(a) damage a lawn, garden, tree, shrub, plant or flower on the common property; or
(b) use a part of the common property as a garden.

(2) An approval under subsection (1) must state the period for which it is given.

(3) However, the body corporate may cancel the approval by giving 7 days written notice to the occupier.

**5 Damage to common property**

(1) An occupier of a lot must not, without the body corporate's written approval, mark, paint, drive nails, screws or other objects into, or otherwise damage or deface a structure that forms part of the common property.

(2) However, an occupier may install a locking or safety device to protect the lot against intruders, or a screen to prevent entry of animals or insects, if the device or screen is soundly built and is consistent with the colour, style and materials of the building.

(3) The owner of a lot must keep a device installed under subsection (2) in good order and repair.

**6 Behaviour of invitees**

An occupier of a lot must take reasonable steps to ensure that the occupier's invitees do not behave in a way likely to interfere with the peaceful enjoyment of another lot or someone else's peaceful enjoyment of the common property.

**7 Leaving of rubbish etc. on the common property**

The occupier of a lot must not leave rubbish or other materials on the common property in a way or place likely to interfere with the enjoyment of the common property by someone else.

**8 Appearance of lot**

(1) The occupier of a lot must not, without the body corporate's written approval, make a change to the external appearance of the lot unless the change is minor and does not detract from the amenity of the lot and its surrounds.

(2) The occupier of a lot must not, without the body corporate's written approval

(a) hang washing, bedding, or another cloth article if the article is visible from another lot or the common property, or from outside the scheme land; or
(b) display a sign, advertisement, placard, banner, pamphlet or similar article if the article is visible from another lot or the common property, or from outside the scheme land.

(3) Subsection (2)(b) does not apply to a real estate advertising sign for the sale or letting of the lot if the sign is of a reasonable size.

**9 Storage of flammable materials**

(1) The occupier of a lot must not, without the body corporate's written approval, store a flammable substance on the common property.

(2) The occupier of a lot must not, without the body corporate's written approval, store a flammable substance on the lot unless the substance is used or intended for use for domestic purposes.

(3) However, this section does not apply to the storage of fuel in

(a) the fuel tank of a vehicle, boat, or internal combustion engine; or
(b) a tank kept on a vehicle or boat in which the fuel is stored under the requirements of the law regulating the storage of flammable liquid.

**10 Garbage disposal**

(1) Unless the body corporate provides some other way of garbage disposal, the occupier of a lot must keep a receptacle for garbage in a clean and dry condition and adequately covered on the lot, or on a part of the common property designated by the body corporate for the purpose.

(2) The occupier of a lot must

(a) comply with all of the following laws about the disposal of garbage
(i) if the lot is in an urban development area by-laws, and any local laws that apply;
(ii) if the lot is not in an urban development area local laws; and
(b) ensure that the occupier does not, in disposing of garbage, adversely affect the health, hygiene or comfort of the occupiers of other lots.

**11 Keeping of animals**

(1) The occupier of a lot must not, without the body corporate's written approval

(a) bring or keep an animal on the lot or the common property; or
(b) permit an invitee to bring or keep an animal on the lot or the common property.

(2) The occupier must obtain the body corporate's written approval before bringing, or permitting an invitee to bring, an animal onto the lot or the common property.

**12 Exclusive Use**

The proprietors of lots identified in Schedule E are entitled to exclusive use of the areas allocated therein and as identified on the sketch plans marked "EU1" and "EU2" on plan "A" attached hereto.

## SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

| Lot on Plan | Statutory easement | Services location diagram |
|---|---|---|
| LOT 1 ON SP262220 | Support and shelter, sewer services, water services, drainage services, underground electrical and Telstra services. | Plan B |
| LOT 2 ON SP262220 | Support and shelter, sewer services, water services, drainage services, underground electrical and Telstra services. | Plan B |
| COMMON PROPERTY | Support and shelter, sewer services, water services, drainage services, underground electrical and Telstra services. | Plan B |

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

| Lot on Plan | Exclusive area |
|---|---|
| LOT 1 ON SP262220 | Area EU1 on Plan A |
| LOT 2 ON SP262220 | Area EU2 on Plan A |

QUEENSLAND LAND REGISTRY
Land Title Act 1994, Land Act 1994 and Water Act 2000

# GENERAL CONSENT

**FORM 18** Version 5


| 1. **Lot on Plan Description** | **County** | **Parish** | **Title Reference** |
|---|---|---|---|
| LOT 90 ON SP237383 | AUBIGNY | DRAYTON | 50832441 |

**2. Instrument/document being consented to**

Instrument/document type FIRST COMMUNITY MANAGEMENT STATEMENT

Dated 30 / 4 / 13

Names of parties DEAN FREDERICK BRAKE

**3. Instrument/document under which consent required**

Instrument/document type MORTGAGE

Dealing No. 714302409

Name of consenting party WESTPAC BANKING CORPORATION ABN 33 007 457 141

**4. Execution by consenting party**

The party identified in item 3 consents to the registration of the instrument/document identified in item 2.

**Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994**

JP ........ signature

Mark William Fyfield
Justice of the Peace ........ full name
for New South Wales
#138791 ........ qualification

**Witnessing Officer**

(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

**WESTPAC BANKING CORPORATION (ABN 33 007 457 141) by its attorney under Power of Attorney registered** 711646̶58 **who hereby states that they have received no notice of the revocation of the said Power of Attorney in the presence of:**

8 / 5 / 2013
**Execution Date**

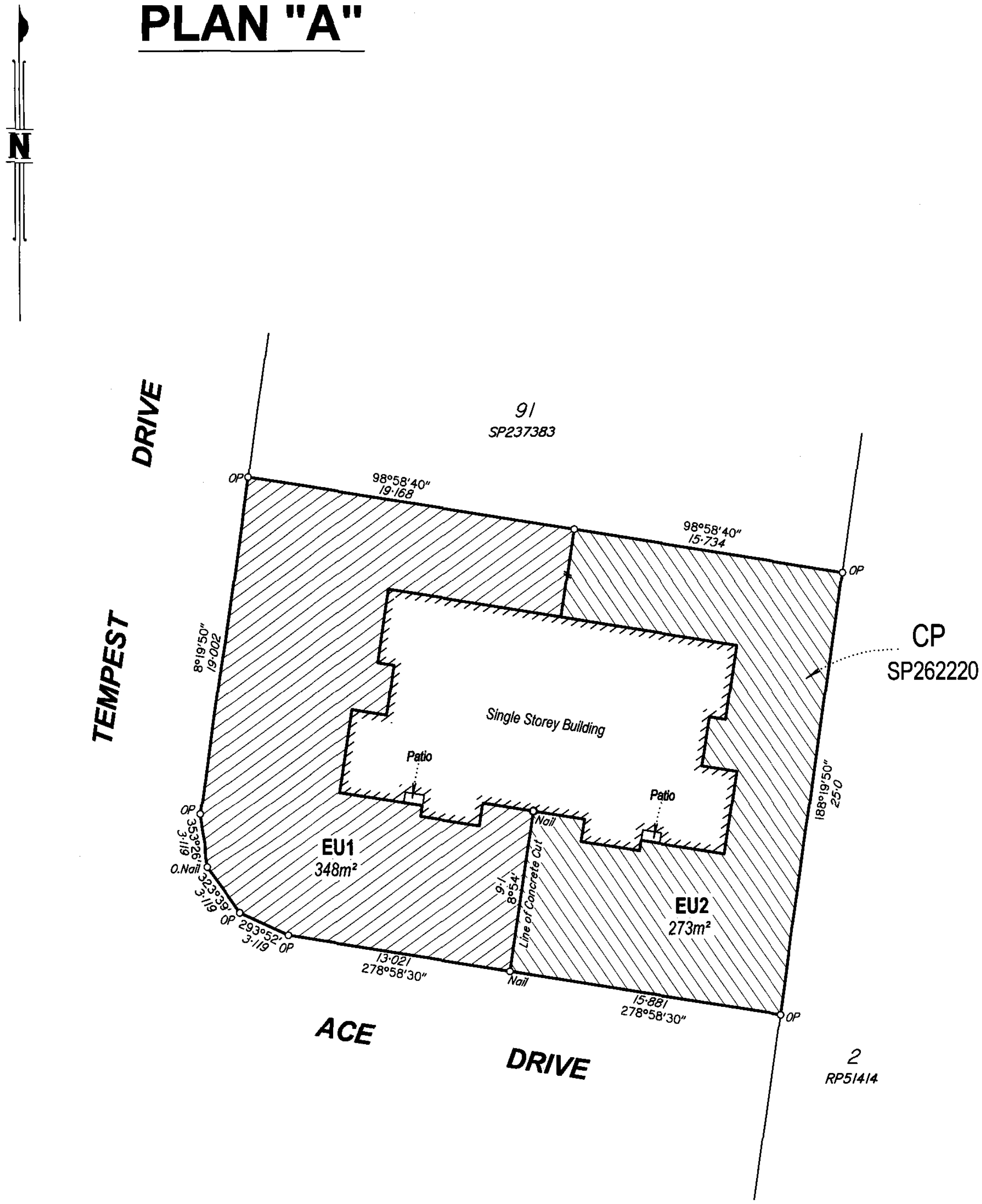
Roderic Bernard
**Consenting Party's Signature**
TIER 2 ATTORNEY

**Privacy Statement**
Collection of this information is authorised by the Land Title Act 1994 the Land Act 1994 and the Water Act 2000 and is used to maintain the publicly searchable registers in the land registry and the water register. For more information about privacy in DERM, see the department's website.

SKETCH PLAN



# PLAN "A"




Denotes centreline of fence

Denotes outside face of building walls

*Exclusive Use Areas are defined by the outside face of building walls, edge of patios, centreline of dividing fences and the base parcel property boundaries as noted.*

**Scale 1:250 – Lengths are in Metres.**

2 0 2 4 6 8 10 12 14 16 18 20 22 24 26 28 30 32 34 36 38

0 50 mm 100 mm 150 mm

FERTILE SOIL PTY LTD (ACN 123 178 610), hereby certify that the details shown on this sketch plan are correct.

FERTILE SOIL PTY. LTD. A.C.N. 123 178 610 The Common Seal Of

Director

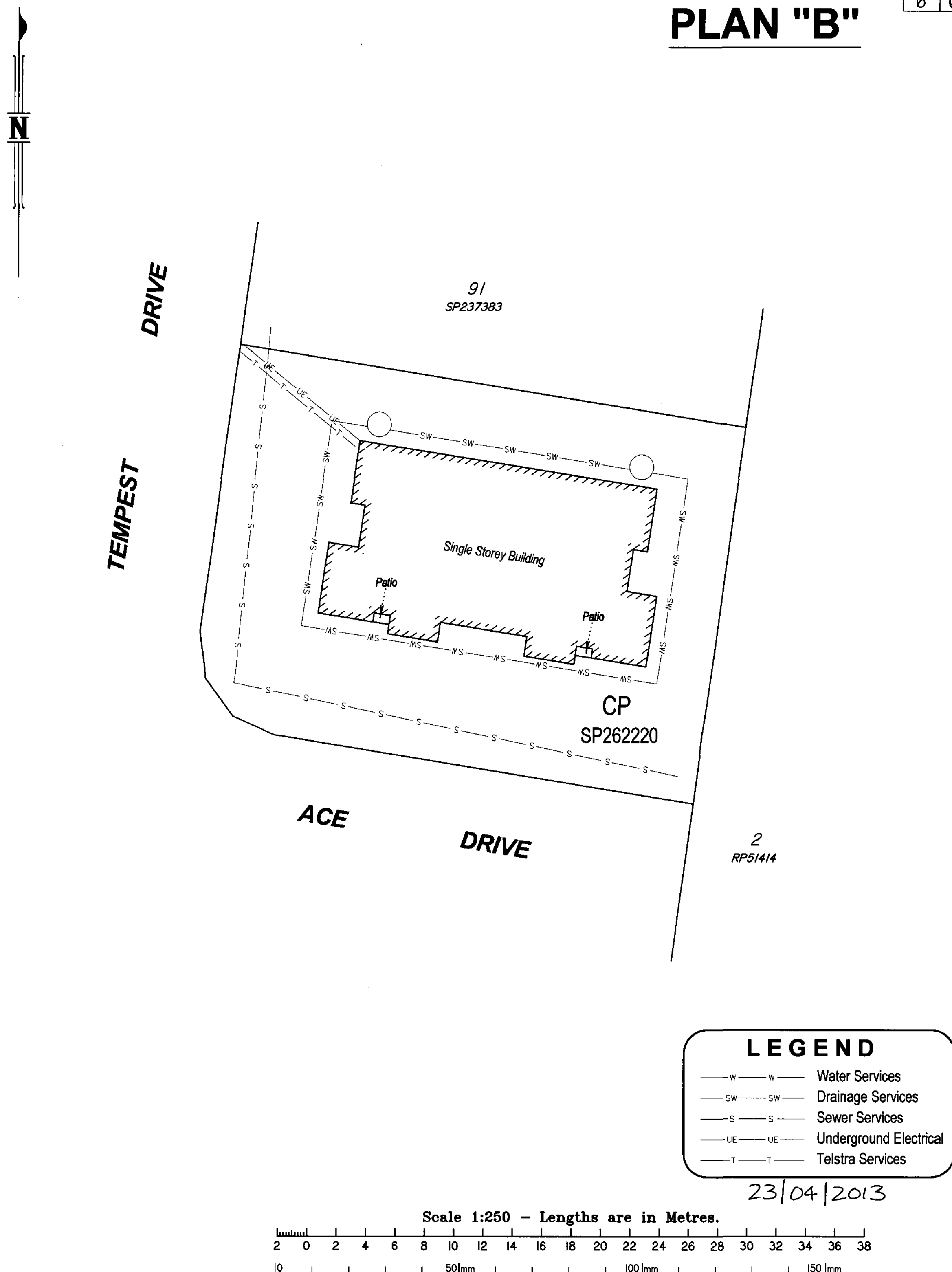
Date 3/4/24

| | |
|---|---|
| *Plan of Exclusive Use Areas in Common Property of Level A of "20 Tempest"* <br> *CTS (SP262220)* | Scale: *1:250* |
| | Format: SKETCH |
| | 12113-EU |
| PARISH: ***DRAYTON*** COUNTY: *Aubigny* | Plan Status: |
| Meridian: *SP262220* F/N's: *No* | |

SKETCH PLAN



# PLAN "B"




23/04/2013

Scale 1:250 - Lengths are in Metres.

This services location diagram discloses the existence of service easements for the purposes of s.66(1)(d) of BCCM, and should not be relied upon to excavate, design or construct near services, or for any other reason other than the intended purpose. Exact locations and depths of services on site should be obtained from suitably qualified persons prior to undertaking any works.
Services on this plan may be plotted from sources such as engineering design information, and may not be verified after construction by survey.

| | |
|---|---|
| *Service Location Diagram for "20 Tempest" CTS Lots 1, 2 & CP on SP262220* | Scale: 1:250 |
| | Format: SKETCH |
| | 12113-SLD |
| PARISH: DRAYTON COUNTY: Aubigny | Plan Status: |
| Meridian: SP262220 F/N's: No | |

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| | | |
|---|---|---|
| Envelope Id: 19A167F8-BAB4-4246-8D42-C53BE05E12F9 | | Status: Completed |
| Subject: Complete with Docusign: FINAL Seller Disclosure Statement (6).pdf | | |
| Source Envelope: | | |
| Document Pages: 112 | Signatures: 1 | Envelope Originator: |
| Certificate Pages: 4 | Initials: 0 | REAL ESTATE Hot Property |
| AutoNav: Enabled | | hello@hotproperty.realestate |
| EnvelopeId Stamping: Enabled | | IP Address: 115.70.79.106 |
| Time Zone: (UTC+10:00) Brisbane | | |

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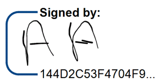
| | | |
|---|---|---|
| Status: Original<br>25-02-2026 \| 16:59 | Holder: REAL ESTATE Hot Property<br>hello@hotproperty.realestate | Location: DocuSign |

| Signer Events | Signature | Timestamp |
|---|---|---|
| Ajah Anyar Apiu Anyar<br>ajahditanyar@gmail.com<br>Security Level: Email, Account Authentication (None) | <br><br>Signature Adoption: Drawn on Device<br>Using IP Address:<br>2001:8004:6b70:1948:449d:d322:80c6:ea43<br>Signed using mobile | Sent: 25-02-2026 \| 16:59<br>Resent: 26-02-2026 \| 11:31<br>Resent: 27-02-2026 \| 08:38<br>Viewed: 27-02-2026 \| 09:27<br>Signed: 27-02-2026 \| 09:28 |

**Electronic Record and Signature Disclosure:**
Accepted: 27-02-2026 | 09:27
ID: f5e7faee-89c9-4bd5-88cf-edb0c1c518ee

| 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 | 25-02-2026 \| 16:59 |
| Certified Delivered | Security Checked | 27-02-2026 \| 09:27 |
| Signing Complete | Security Checked | 27-02-2026 \| 09:28 |
| Completed | Security Checked | 27-02-2026 \| 09:28 |

| Payment Events | Status | Timestamps |
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