

8 Musa Place,
Aroona QLD , 4551

CANCEL

SUBMIT

General tenancy agreement (Form 18a) Residential Tenancies and Rooming Accommodation Act 2008

1.1 Lessor

Name/trading name

Saurav Kataria, Ashleigh Kataria

Address

C/- 532 Lutwyche Road, , Lutwyche QLD

4030

1.2 Phone

0754911400

Mobile

0754911400

Email

eliza.black@coronis.c

2.1 Tenant/s

Tenant 1

Angela Craven

Phone 1

0487892695

Mobile 1

0487892695

Email 1

angielou@y7mail.com

Tenant 2

Janet Craven

Phone 2
0478598861

Mobile 2
0478598861

Email 2
janet@getmail.com.au

Tenant 3
Gordon Craven

Phone 3
0478598861

Mobile 3
0478598861

Email 3
gordon@getmail.com.

2.2 Address for service (if different from address of the premises in item 5.1) Attach a separate list

3.1 Agent

Full name/trading name
Coronis QLD Head Office

Address
532 Lutwyche Road

Lutwyche QLD

4030

Phone
0731055777

Mobile
0754911400

Email
eliza.black@coronis.c

Notices may be given to

4.1 Lessor

eliza.black@coronis.com.au

Email or in person

4.2 Tenant/s

Email or in person

4.3 Agent

eliza.black@coronis.com.au

Email or in person

5.1 Address of the rental premises

8 Musa Place

Aroona QLD

4551

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

PLEASE REFER TO THE ENTRY CONDITION REPORT

6.1 The term of the agreement is

Fixed term agreement

6.2 Starting on
20/06/2023

6.2 Ending on
17/06/2024

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

| |
|---|
| Electricity |
| Gas |
| Phone |
| Other services including, but not limited to, Internet, Foxtel/Cable TV are to be paid by the tenant as the account holder, direct to the supplier. |

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

Yes **No** **(Usage Only)**

13 If the premises is not individually metered for a service under item 12.1, the apportionment of the cost of the service for which the tenant must pay

For example, insert the percentage of the total charge the tenant must pay. See clause 16(c) **Any other service stated in item 12.1 See special terms (page 8)**

| | | | |
|----------------------------|--------------------|----------------------|---|
| Electricity 100% | Gas 100% | Phone 100% | Any other service stated in item 12.1 See special terms (page 8) 100% |
| | | | |

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

As account holder, direct to the supplier
Electricity.....

As account holder, direct to the supplier
Gas

Phone **As account holder, direct to the supplier**

.....

Any other service stated in item 12.1 See special terms (page 8)

Other services including, but not limited to, Internet, Fox

.....

15 Number of persons allowed to reside at the premises

5 See clause 23

.....

16.1 Are there any body corporate by-laws applicable to the occupation of the premises by a tenant? See clause 22

Yes No

16.2 Has the tenant been given a copy of the relevant by-laws See clause 22

Yes No

17.1 Pets approved See clause 24(1)

Yes No

17.2 The types and number of pets that may be kept See clause 24(2)

Type Dog Number 1

.....

18 Nominated repairers Insert name and telephone number for each. See clause 31

Electrical Repairs
Excite Electrics

Phone
07 5443 4528

Plumbing Repairs
Skipper Plumbing

Phone
07 5351 1003

Other
Coronis

Phone
075444 8888

Part 2 Standard Terms

Division 1 Preliminary

1 Interpretation

In this agreement -

- (a) a reference to *the premises* includes a reference to any inclusions for the premises stated in this agreement for item 5.2; and
- (b) a reference to a numbered section is a reference to the section in the Act with that number; and
- (c) a reference to a numbered item is a reference to the item with that number in part 1; and
- (d) a reference to a numbered clause is a reference to the clause of this agreement with that number.

2 Terms of a general tenancy agreement

- (1) This part states, under the *Residential Tenancies and Rooming Accommodation Act 2008* (*the Act*), section 55, the standard terms of a general tenancy agreement.
- (2) The Act also imposes duties on, and gives entitlements to, the lessor and tenant that are taken to be included as terms of this agreement.
- (3) The lessor and tenant may agree on other terms of this agreement (*special terms*).
- (4) A duty or entitlement under the Act overrides a standard term or special term if the term is inconsistent with the duty or entitlement.
- (5) A standard term overrides a special term if they are inconsistent.

Note - Some breaches of this agreement may also be an offence under

the Act, for example, if -

the lessor or the lessor's agent enters the premises in contravention of the rules of entry under sections 192 to 199; or

the tenant does not sign and return the condition report to the lessor or the lessor's agent under section 65.

3 More than 1 lessor or tenant

- (1) This clause applies if more than 1 person is named in this agreement for item 1 or 2.
- (2) Each lessor named in this agreement for item 1 must perform all of the lessor's obligations under this agreement.
- (3) Each tenant named in this agreement for item 2 -
 - (a) holds their interest in the tenancy as a tenant in common unless a special term states the tenants are joint tenants; and
 - (b) must perform all the tenant's obligations under this agreement.

Division 2 Period of tenancy

4 Start of tenancy

- (1) The tenancy starts on the day stated in this agreement for item 6.2.
- (2) However, if no day is stated or if the stated day is before the signing of this agreement, the tenancy starts when the tenant is or was given a right to occupy the premises.

5 Entry condition report - s 65

- (1) The lessor must prepare, in the approved form, sign and give the tenant 1 copy of a condition report for the premises.
- (2) The copy must be given to the tenant on or before the day the tenant occupies the premises under this agreement.
- (3) The tenant must mark the copy of the report to show any parts the tenant disagrees with, and sign and return the copy to the lessor not later than 7 days after the later of the following days -
 - (a) the day the tenant is entitled to occupy the premises;
 - (b) the day the tenant is given the copy of the condition report.

Note - A well completed condition report can be very important to help the parties if there is a dispute about the condition of the premises when the tenancy started. For more information about condition reports, see the information statement.

- (4) After the copy of the condition report is returned to the lessor by the tenant, the lessor must copy the condition report and return it to the tenant within 14 days.
- (5) However, the lessor does not have to prepare a condition report for the premises if -
 - (a) his agreement has the effect of continuing the tenant's right to occupy the premises under an earlier residential tenancy agreement; and
 - (b) in accordance with the Act, a condition report was prepared for the premises for the earlier residential tenancy agreement.
- (6) If a condition report is not prepared for this agreement because subclause (5) applies, the condition report prepared for the earlier residential tenancy agreement is taken to be the condition report for this agreement.

6 Continuation of fixed term agreement - s 70

- (1) This clause applies if -
 - (a) this agreement is a fixed term agreement; and
 - (b) none of the following notices are given, or agreements or applications made before the day the term ends (the *end day*) -
 - i. a notice to leave;

- ii. a notice of intention to leave;
- iii. an abandonment termination notice;
- iv. a notice, agreement or application relating to the death of a sole tenant under section 277(7);
- v. a written agreement between the lessor and tenant to end the agreement.

(2) This agreement, other than a term about this agreement's term, continues to apply after the end day on the basis that the tenant is holding over under a periodic agreement.

Note - For more information about the notices, see the information statement.

7 Costs apply to early ending of fixed term agreement

(1) This clause applies if -

- (a) this agreement is a fixed term agreement; and
- (b) the tenant terminates it before the term ends in a way not permitted under the Act.

(2) The tenant must pay the reasonable costs incurred by the lessor in reletting the premises.

Note - For when the tenant may terminate early under the Act, see clause 36 and the information statement. Under section 362, the lessor has a general duty to mitigate (avoid or reduce) the costs.

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

Division 3 Rent

8 When, how and where rent must be paid- ss 83 and 85

(1) The tenant must pay the rent stated in this agreement for item 7.

(2) The rent must be paid at the times stated in this agreement for item 8.

(3) The rent must be paid -

- (a) in the way stated in this agreement for item 9; or
- (b) in the way agreed after the signing of this agreement by -
 - i. the lessor or tenant giving the other party a notice proposing the way; and
 - ii. the other party agreeing to the proposal in writing; or

(c) if there is no way stated in this agreement for item 9 or no way agreed after the signing of this agreement - in an approved way under section 83(4).

Note - If the way rent is to be paid is another way agreed on by the lessor and tenant under section 83(4)(g), the lessor or the lessor's agent must comply with the obligations under section 84(2).

(4) The rent must be paid at the place stated in this agreement for item 10.

(5) However, if, after the signing of this agreement, the lessor gives a notice to the tenant stating a different place for payment and the place is reasonable, the rent must be paid at the place while the notice is in force.

(6) If no place is stated in this agreement for item 10 and there is no notice stating a place, the rent must be paid at an appropriate place.

Examples of an appropriate place -

the lessor's address for service

the lessor's agent's office

9 Rent in advance - s 87

The lessor may require the tenant to pay rent in advance only if the payment is not more than -

- (a) for a periodic agreement - 2 weeks rent; or
- (b) for a fixed term agreement - 1 month rent.

Note - Under section 87(2), the lessor or the lessor's agent must not require a payment of rent under this agreement in a period for which rent has already been paid.

10 Rent increases - ss 91 and 93

(1) If the lessor proposes to increase the rent, the lessor must give notice of the proposal to the tenant.

(2) The notice must state the amount of the increased rent and the day from when it is payable.

(3) The day stated must not be earlier than the later of the following -

- (a) 2 months after the notice is given;
- (b) 6 months after the day the existing rent became payable by the tenant.

(4) Subject to an order of a tribunal, the increased rent is payable from the day stated in the notice, and this agreement is taken to be amended accordingly.

(5) However, the increased rent is payable by the tenant only if -

- (a) the rent is increased in compliance with this clause; and
- (b) the increase in rent does not relate to -

(i) compliance of the premises or inclusions with the prescribed minimum housing standards; or

(ii) keeping a pet or working dog at the premises.

(6) Also, if this agreement is a fixed term agreement, the rent may not be increased before the term ends unless -

- (a) this agreement provides for the rent increase; and
- (b) this agreement states the amount of the increase or how the amount of the increase is to be worked out: and

(c) the increase is made in compliance with the matters mentioned in paragraph (b).

11 Application to tribunal about excessive increase - s 92

(1) If a notice of proposed rent increase is given and the tenant considers the increase is excessive, the tenant may apply to a tribunal for an order setting aside or reducing the increase.

(2) However, the application must be made -

- (a) within 30 days after the notice is received; and
- (b) for a fixed term agreement - before the term ends.

12 Rent decreases - s 94

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

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

Division 4 Rental bond

13 Rental bond required - ss 111 and 116

(1) If a rental bond is stated in this agreement for item 11, the tenant must pay to the lessor or the lessor's agent the rental bond amount -

- (a) if a special term requires the bond to be paid at a stated time - at the stated time; or
- (b) if a special term requires the bond to be paid by instalments - by instalments; or
- (c) otherwise - when the tenant signs this agreement.

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

(2) The lessor or the lessor's agent must, within 10 days of receiving the bond or a part of the bond, pay it to the authority and give the authority a notice, in the approved form, about the bond.

(3) The bond is intended to be available to financially protect the lessor if the tenant breaches this agreement.

Example - The lessor may claim against the bond if the tenant does not leave the premises in the required condition at the end of the tenancy.

Note - For how to apply to the authority or a tribunal for the bond at the end of the tenancy, see the information statement and sections 125 to 141. Delay in applying may mean that payment is made on another application for payment.

14 Increase in bond - s 154

- (1) The tenant must increase the rental bond if -
 - (a) the rent increases and the lessor gives notice to the tenant to increase the bond; and
 - (b) the notice is given at least 11 months after -
 - i. this agreement started; or
 - ii. if the bond has been increased previously by a notice given under this clause - the day stated in the notice, or the last notice, for making the increase.
- (2) The notice must state the increased amount and the day by which the increase must be made.
- (3) For subclause (2), the day must be at least 1 month after the tenant is given the notice.

Division 5 Outgoings

15 Outgoings - s 163

(1) The lessor must pay all charges, levies, premiums, rates or taxes for the premises, other than a service charge.

Examples -

body corporate levies, council general rates, sewerage charges, environment levies, land tax

- (2) This clause does not apply if -
 - (a) the lessor is the State; and
 - (b) rent is not payable under the agreement; and
 - (c) the tenant is an entity receiving financial or other assistance from the State to supply rented accommodation to persons.

16 General service charges - ss 164 and 165

The tenant must pay a service charge, other than a water service charge, for a service supplied to the premises during the tenancy if -

- (a) the tenant enjoys or shares the benefit of the service; and
- (b) the service is stated in this agreement for item 12.1; and
- (c) either -
 - i. the premises are individually metered for the service; or

ii. this agreement states for item 13 how the tenant's apportionment of the cost of the service is to be worked out; and

(d) this agreement states for item 14 how the tenant must pay for the service.

Note - Section 165(3) limits the amount the tenant must pay.

17 Water service charges - ss 164 and 166

(1) The tenant must pay an amount for the water consumption charges for the premises if -

(a) the tenant is enjoying or sharing the benefit of a water service to the premises; and

(b) the premises are individually metered for the supply of water or water is supplied to the premises by delivery by means of a vehicle; and

(c) this agreement states for item 12.2 that the tenant must pay for water supplied to the premises.

Note - A water consumption charge does not include the amount of a water service charge that is a fixed charge for the water service.

(2) However, the tenant does not have to pay an amount -

(a) that is more than the amount of the water consumption charges payable to the relevant water supplier; or

(b) that is a fixed charge for the water service to the premises.

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

Note - For details about water efficiency, see the information statement.

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

(5) The tenant must pay the amount of the charge to the lessor within 1 month of the lessor giving the tenant copies of relevant documents about the incurring of the amount.

(6) In this clause -

water consumption charge, for premises, means the variable part of a water service charge assessed on the volume of water supplied to the premises.

Note - If there is a dispute about how much water (or any other service charge) the tenant should pay, the lessor or the tenant may attempt to resolve the dispute by conciliation. See the information statement for details.

Division 6 Rights and obligations concerning the premises during tenancy

Subdivision 1 Occupation and use of premises

18 No legal impediments to occupation - s 181

The lessor must ensure there is no legal impediment to occupation of the premises by the tenant as a residence for the term of the tenancy if, when entering into this agreement, the lessor knew about the impediment or ought reasonably to have known about it.

Examples of possible legal impediments -

if there is a mortgage over the premises, the lessor might need to obtain approval from the mortgagee before the tenancy can start

a certificate might be required under the *Building Act 1975* before the premises can lawfully be occupied

the zoning of the land might prevent use of a building on the land as a residence

19 Vacant possession and quiet enjoyment- ss 182 and 183

(1) The lessor must ensure the tenant has vacant possession of the premises (other than a part of the premises that the tenant does not have a right to occupy exclusively) on the day the tenant is entitled to occupy the premises under this agreement.

Editor's note - Parts of the premises where the tenant does not have a right to occupy exclusively may be identified in a special term.

(2) The lessor must take reasonable steps to ensure the tenant has quiet enjoyment of the premises.

(3) The lessor or the lessor's agent must not interfere with the reasonable peace, comfort or privacy of the tenant in using the premises.

20 Lessor's right to enter the premises - ss 192-199

The lessor or the lessor's agent may enter the premises during the tenancy only if the obligations under sections 192 to 199 have been complied with.

Note - See the information statement for details.

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

(1) The tenant may use the premises only as a place of residence or mainly as a place of residence or for another use allowed under a special term.

(2) The tenant must not -

- (a) use the premises for an illegal purpose; or
- (b) cause a nuisance by the use of the premises; or

Examples of things that may constitute a nuisance -

using paints or chemicals on the premises that go onto or cause odours on adjoining land

causing loud noises

allowing large amounts of water to escape onto adjoining land

(c) interfere with the reasonable peace, comfort or privacy of a neighbour of the tenant; or

(d) allow another person on the premises to interfere with the reasonable peace, comfort or privacy of a neighbour of the tenant.

22 Units and townhouses - s 69

(1) The lessor must give the tenant a copy of any body corporate by-laws applicable to -

- (a) the occupation of the premises; or
- (b) any common area available for use by the tenant with the premises.

(2) The tenant must comply with the body corporate by-laws.

(3) Subclause (1) does not apply if -

(a) this agreement has the effect of continuing the tenant's right to occupy the premises under an earlier residential tenancy agreement; and

(b) the lessor gave the tenant a copy of the body corporate by-laws in relation to the earlier agreement

23 Number of occupants allowed

No more than the number of persons stated in this agreement for item 15 may reside at the

premises.

24 intentionally removed

Subdivision 2 Standard of premises

25 Lessor's obligations - s 185

(1) At the start of the tenancy, the lessor must ensure -

- (a) the premises are clean; and
- (b) the premises are fit for the tenant to live in; and
- (c) the premises are in good repair; and
- (d) the lessor is not in breach of a law dealing with issues about the health or safety of persons using or entering the premises.

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

(2) While the tenancy continues, the lessor must -

- (a) maintain the premises in a way that the premises remain fit for the tenant to live in; and
- (b) maintain the premises in good repair; and
- (c) ensure the lessor is not in breach of a law dealing with issues about the health or safety of persons using or entering the premises; and

(d) keep any common area included in the premises clean. *Note* - For details about the maintenance, see the information statement.

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

(3) However, the lessor is not required to comply with subclause(1) (c) or (2)(a) for any non-standard items and the lessor is not responsible for their maintenance if -

- (a) the lessor is the State; and
- (b) the non-standard items are stated in this agreement and this agreement states the lessor is not responsible for their maintenance; and
- (c) the non-standard items are not necessary and reasonable to make the premises a fit place in which to live; and
- (d) the non-standard items are not a risk to health or safety; and
- (e) for fixtures - the fixtures were not attached to the premises by the lessor.

(4) In this clause -

non-standard items means the fixtures attached to the premises and inclusions supplied with the premises stated in this agreement for item 5.2.

premises include any common area available for use by the tenant with the premises.

26 Tenant's obligations generally - s188(2), (3) and (5)

(1) The tenant must keep the premises clean, having regard to their condition at the start of the tenancy.

(2) The tenant must not maliciously damage, or allow someone else to maliciously damage, the premises.

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

Subdivision 3 The dwelling

27 Fixtures or structural changes - ss 207-209

(1) The tenant may attach a fixture, or make a structural change, to the premises only if the lessor agrees to the fixture's attachment or the structural change.

Note - Fixtures are generally items permanently attached to land or to a building that are intended to become part of the land or building. An attachment may include, for example, something glued, nailed or screwed to a wall.

(2) The lessor's agreement must be written, describe the nature of the fixture or change and include any terms of the agreement.

Examples of terms -

- i. that the tenant may remove the fixture
- ii. that the tenant must repair damage caused when removing the fixture
- iii. that the lessor must pay for the fixture if the tenant can not remove it

(3) If the lessor does agree, the tenant must comply with the terms of the lessor's agreement.

(4) The lessor must not act unreasonably in failing to agree.

(5) If the tenant attaches a fixture, or makes a structural change, to the premises without the lessor's agreement, the lessor may -

- (a) take action for a breach of a term of this agreement; or
- (b) waive the breach (that is, not take action for the breach) and treat the fixture or change as an improvement to the premises for the lessor's benefit (that is, treat it as belonging to the lessor, without having to pay the tenant for it).

28 Supply of locks and keys - s 210

(1) The lessor must supply and maintain all locks necessary to ensure the premises are reasonably secure.

(2) The lessor must give the tenant, or if there is more than 1 tenant, 1 of the tenants, a key for each lock that -

- (a) secures an entry to the premises; or
- (b) secures a road or other place normally used to gain access to, or leave, the area or building in which the premises are situated; or
- (c) is part of the premises.

(3) If there is more than 1 tenant, the lessor must give the other tenants a key for the locks mentioned in subclause (2)(a) and (b).

29 Changing locks - ss 211 and 212

(1) The lessor or tenant may change a lock at the premises only if -

- (a) the other party to this agreement agrees to the change; or
- (b) the lessor or tenant has a reasonable excuse for making the change; or
- (c) the lessor or tenant believes the change is necessary because of an emergency; or
- (d) the lock is changed to comply with an order of the tribunal.

(2) However, the tenant may also change a lock at the premises if the tenant -

- (a) believes the change is necessary to protect the tenant or another occupant of the premises from domestic violence; and
- (b) engages a locksmith or other qualified tradesperson to change the lock.

- (3) The lessor or tenant must not act unreasonably in failing to agree to the change of a lock.
- (4) If the lessor or tenant changes a lock, the lessor or tenant must give the other party to this agreement a key for the changed lock, unless -
 - (a) the other party agrees to not being given the key; or
 - (b) a tribunal orders that the key not be given to the other party.
- (5) If the tenant changes a lock under subclause (2) and gives the lessor a key for the changed lock, the lessor must not give the key to any other person without the tenant's agreement or a reasonable excuse.
- (6) The right of the lessor or tenant to change a lock under this clause is subject to any of the following laws that apply to the premises -
 - (a) the Body Corporate and Community Management Act 1997;
 - (b) the Building Units and Group Titles Act 1980;
 - (c) a body corporate by-law.

Subdivision 4 Damage and repairs

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

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

31 Nominated repairer for emergency repairs - s 216

- (1) The lessor's nominated repairer for emergency repairs of a particular type must be stated either -
 - (a) in this agreement for item 18; or
 - (b) in a written notice given by the lessor to the tenant.
- (2) Item 18 or the written notice must state -
 - (a) the name and telephone number of the nominated repairer; and
 - (b) whether or not the nominated repairer is the tenant's first point of contact for notifying of the need for emergency repairs.
- (3) The lessor must give written notice to the tenant of any change of the lessor's nominated

repairer or the telephone number of the nominated repairer.

(4) This clause does not apply if -

- (a) the lessor has given the tenant a telephone number of the lessor; and
- (b) under this agreement the lessor is to arrange for emergency repairs to be made to the premises or inclusions.

32 Notice of damage - s 217

(1) If the tenant knows the premises have been damaged, the tenant must give notice as soon as practicable of the damage.

(2) If the premises need routine repairs, the notice must be given to the lessor.

(3) If the premises need emergency repairs, the notice must be given to -

- (a) the nominated repairer for the repairs; or
- (b) if there is no nominated repairer for the repairs or the repairer can not be contacted - the lessor.

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

33 Emergency repairs arranged by tenant - ss 218 and 219

(1) The tenant may arrange for a suitably qualified person to make emergency repairs or apply to the tribunal under section 221 for orders about the repairs if -

- (a) the tenant has been unable to notify the lessor or nominated repairer of the need for emergency repairs of the premises; or
- (b) the repairs are not made within a reasonable time after notice is given.

(2) The maximum amount that may be incurred for emergency repairs arranged to be made by the tenant is an amount equal to the amount payable under this agreement for 4 weeks rent..

Subdivision 5 Pets

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

(1) The tenant may keep a pet or other animal at the premises only with the approval of the lessor.

(2) However, the tenant may keep a working dog at the premises without the lessor's approval.

(3) The tenant has the approval of the lessor to keep a pet at the premises if keeping the pet at the premises is consistent with item 17.

Notes -

1 If item 17 states 2 cats, the tenant is approved by the lessor to keep up to 2 cats at the premises.

2 For additional approvals to keep a pet or other animal at the premises see clause 33C.

(4) An authorisation to keep the pet or working dog at the premises continues for the life of the pet or working dog and is not affected by any of the following matters -

- (a) the ending of this agreement, if the tenant continues occupying the premises under a new agreement;
- (b) a change in the lessor or lessor's agent;
- (c) for a working dog - the retirement of the dog from the service the dog provided as a working dog.

(5) An authorisation to keep a pet, working dog or other animal at the premises may be restricted by a body corporate by-law or other law about keeping animals at the premises.

Examples -

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

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

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

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

- (1) The tenant may, using the approved form, request the lessor's approval to keep a stated pet at the premises.
- (2) The lessor must respond to the tenant's request within 14 days after receiving the request.
- (3) The lessor's response to the request must be in writing and state -
 - (a) whether the lessor approves or refuses the tenant's request; and
 - (b) if the lessor approves the tenant's request subject to conditions - the conditions of the approval; and

Note - See clause 33D for limitations on conditions of approval to keep a pet at the premises.

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

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

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

Division 7 Restrictions on transfer or subletting by tenant

34 General - ss 238 and 240

- (1) Subject to clause 35, the tenant may transfer all or a part of the tenant's interest under this agreement, or sublet the premises, only if the lessor agrees in writing or if the transfer or subletting is made under a tribunal order.
- (2) The lessor must act reasonably in failing to agree to the transfer or subletting.
- (3) The lessor is taken to act unreasonably in failing to agree to the transfer or subletting if the lessor acts in a capricious or retaliatory way.
- (4) This clause does not apply to the tenant for damage caused by an act of domestic violence experienced by the tenant.

35 State assisted lessors or employees of lessor - s 237

- (1) This clause applies if -
- (a) the lessor is the State; or
 - (b) the lessor is an entity receiving assistance from the State to supply rented accommodation;
- or
- (c) the tenant's right to occupy the premises comes from the tenant's terms of employment.
- (2) The tenant may transfer the whole or part of the tenant's interest under this agreement, or sublet the premises, only if the lessor agrees in writing to the transfer or subletting.

Division 8 When agreement ends

36 Ending of agreement - s 277

- (1) This agreement ends only if -
- (a) the lessor and tenant agree, in a separate written document, to end this agreement; or
 - (b) the lessor gives a notice to leave premises to the tenant under section 326 and the tenant hands over vacant possession of the premises to the lessor on or before the handover day; or
 - (c) the tenant gives a notice of intention to leave premises to the lessor under section 327 and hands over vacant possession of the premises to the lessor on or before the handover day; or
 - (d) the tenant vacates, or is removed from, the premises after receiving a notice from a mortgagee or appointed person under section 317; or
 - (e) the tenant abandons the premises and the period for which the tenant paid rent has ended;
- or
- (f) the tribunal makes an order terminating this agreement.

(2) Also, this agreement ends for a sole tenant if -

- (a) the tenant gives the lessor a notice ending tenancy interest and hands over vacant possession of the premises; or

Note - See chapter 5, part 1, division 3, subdivision 2A of the Act for the obligations of the lessor and tenant relating to a notice ending tenancy interest.

- (b) the tenant dies.

Note - See section 324A for when this agreement ends if a sole tenant dies.

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

(1) At the end of the tenancy, the tenant must leave the premises, as far as possible, in the same condition they were in at the start of the tenancy, fair wear and tear excepted.

Examples of what may be fair wear and tear -

- i. wear that happens during normal use
- ii. cchanges that happen with ageing

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

38 Keys

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

39 Tenant's forwarding address - s 205(2)

(1) When handing over possession of the premises, the tenant must, if the lessor or the lessor's agent asks the tenant in writing to state the tenant's new residential address, tell the lessor or the agent the tenant's new residential address.

(2) However, subclause (1) does not apply if -

- (a) the tenant has a reasonable excuse for not telling the lessor or agent the new address; or
- (b) after experiencing domestic violence, the tenant ended this agreement, or the tenant's interest in this agreement, un

40 Exit condition report - s 66

(1)As soon as practicable after this agreement ends, the tenant must prepare, in the approved form,

and sign a condition report for the premises and give 1 copy of the report to the lessor or the lessor's agent.

Example of what might be as soon as practicable - when the tenant returns the keys to the premises to the lessor or the lessor's agent

Note - For the approved form for the condition report, see the information statement. The report may be very important in deciding who is entitled to a refund of the rental bond if there is a dispute about the condition of the premises.

(2) The lessor or the lessor's agent must, within 3 business days after receiving the copy of the report -

(a) sign the copy; and

(b) if the lessor or agent does not agree with the report - show the parts of the report the lessor or agent disagrees with by marking the copy in an appropriate way; and

(c) if the tenant has given a forwarding address to the lessor or agent - make a copy of the report and return it to the tenant at the address.

(3) The lessor or agent must keep a copy of the condition report signed by both parties for at least 1 year after this agreement ends.

41 Goods or documents left behind on premises - ss 363 and 364

(1) The tenant must take all of the tenant's belongings from the premises at the end of the tenancy.

(2) The lessor may not treat belongings left behind as the lessor's own property, but must deal with them under sections 363 and 364.

Note - For details of the lessor's obligations under sections 363 and 364, see the information statement. They may include an obligation to store goods and may allow the lessor to sell goods and pay the net sale proceeds (after storage and selling costs) to the public trustee.

Division 9 Miscellaneous

42 Supply of goods and services - s 171

(1) The lessor or the lessor's agent must not require the tenant to buy goods or services from the lessor or a person nominated by the lessor or agent.

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

(a) a requirement about a service charge; or

Note - See section 164 for what is a service charge.

(b) a condition of an approval to keep a pet if the condition -

(i) requires the carpets to be cleaned, or the premises to be fumigated, at the end of the tenancy; and

(ii) complies with clause 33D; and

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

43 Lessor's agent

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

(2) Unless a special term provides otherwise, the agent may -

(a) stand in the lessor's place in any application to a tribunal by the lessor or the tenant; or

(b) do any thing else the lessor may do, or is required to do, under this agreement.

44 Notices

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

Note - Download approved forms via the RTA website rta.qld.gov.au.

(2) A notice from the tenant to the lessor may be given to the lessor's agent.

(3) A notice may be given to a party to this agreement or the lessor's agent -

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

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

(c) if a facsimile number for the party or agent is stated in this agreement for item 1, 2 or 3 and item 4 indicates that a notice may be given by facsimile - by sending it by facsimile to the facsimile number in accordance with the *Electronic Transactions (Queensland) Act 2001* ; or

(d) if an email address for the party or agent is stated in this agreement for item 1, 2 or 3 and item 4 indicates that a notice may be given by email - by sending it electronically to the email address in accordance with the *Electronic Transactions (Queensland) Act 2001* .

(4) A party or the lessor's agent may withdraw his or her consent to notices being given to them by facsimile or email only by giving notice to each other party that notices are no longer to be given to the party or agent by facsimile or email.

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

(6) A party or the lessor's agent may change his or her address for service, facsimile number or email address only by giving notice to each other party of a new address for service, facsimile number or email address.

(7) On the giving of a notice of a new address for service, facsimile number or email address for a party or the lessor's agent, the address for service, facsimile number or email address stated in the notice is taken to be the party's or agent's address for service, facsimile number or email address stated in this agreement for item 1, 2 or 3.

(8) Unless the contrary is proved -

(a) a notice left at an address for service is taken to have been received by the party to whom the address relates when the notice was left at the address; and

(b) a notice sent by post is taken to have been received by the person to whom it was addressed when it would have been delivered in the ordinary course of post; and

(c) a notice sent by facsimile is taken to have been received at the place where the facsimile was sent when the sender's facsimile machine produces a transmission report indicating all pages of the notice have been successfully sent; and

(d) a notice sent by email is taken to have been received by the recipient when the email enters the recipient's email server.

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

Solar

The tenants acknowledge that the electricity account must stay in the owners name. The owners will pay the account in full and the tenants will then be invoiced.

Outside Doq

The owner has approved one (1) dog may stay with the tenant at the abovementioned property on the basis that: The dog must remain outside at all times. Any and all damage to the garden or property is made good at the tenant's time and expense (including gnawing, scratching painted surfaces.) Any and all damage not made good during a time period stipulated by the agents will be attended to professionally and the costs recouped from the tenants bond. As a precaution, the tenant agrees to have the property fumigated for pests (inside and out) on a six (6) monthly basis and at the end of the tenancy and to also provide the agent with copy of receipts This agreement applies only to the present dog and not to any other pets that any of the tenants may subsequently acquire. The Agent, representative of the owner, will check these items at the routine inspections and this agreement will be reviewed if there are any problems evident at this time. No structural arrangements affecting the integrity of the house, to keep the dog in the backyard are to be carried out without prior agreement of the agent/owner.

Addendum - Special Terms

These terms are in addition to the Standard Terms and only form part of this Agreement provided they do not conflict with the Act or the Standard Terms and the parties have agreed to the Special Terms.

1 Condition of Premises

The lessor shall ensure, as part of its obligations under Clause 25 of the Standard Terms, the premises are in a reasonable state of repair and are free from vermin at the commencement of the Tenancy.

2 Care of Premises

The Tenant agrees:

- (a) Not to do anything that involves painting, marking or defacing the premises internally or externally or using nails, screws or adhesives without the prior written consent of the Lessor.
- (b) To place all household rubbish in the bin provided by the local authority and put the bin out for collection on the designated day for collection and remove the bin to the premises as soon as practicable after it has been emptied and return it to its allotted place.
- (c) Not to use any sink, basin, toilet, drain or like facility in or connected to the premises for other than their intended use or to do anything that might damage or block the plumbing drainage or sewerage system servicing the premises.
- (d) Not to affix any television antenna to the premises.
- (e) Not to hang washing, or other articles anywhere but in areas provided or designated for this purpose.

- (f) To maintain all garden areas including watering trees and other plants, to mow the lawn and remove garden rubbish (including pet waste) from the premises.
- (g) Car parking - I/We the tenant(s) understand and agree that both tenants and visitors are not to park on the lawns or the footpath, any damage found due to the breach of this term will be repaired at the expense of the tenant. (If Applicable) in body corporate complexes, tenants are not to park in allocated visitor car parks as per Body Corporate by laws.
- (h) Not to construct and/or use a portable wading pool, spa or such other regulated pool/s that:
- (1) is capable of being filled with water to a depth of more than 300mm; or
 - (2) has a volume of more than 2000L; or
 - (3) has a filtration system.
- Such pools as described above are considered regulated pools under the *Building Act 1975* and require compliant pool fencing and/or pool barriers.
- (i) To only operate any machinery, plant or equipment on the premises in accordance with the lessor's or manufacturer's instructions.
- (j) Not to maliciously or negligently damage the premises or any part of the premises.
- (k) Not to alter or remove any fixture or inclusion of the premises or add any lock or security device without the lessor's agreement, and in such case to provide the lessor / lessor's agent with a copy of the key or access codes.
- (l) To, in respect to smoke alarms in the premises:
- (1) test each smoke alarm at least once every 12 months of the tenancy by:
 - (a) pressing a button or other device on the smoke alarm to indicate whether the alarm is capable of detecting smoke; or
 - (b) testing the alarm in the way stated in the Information Statement.
 - (2) replace, in accordance with the Information Statement, each battery that is spent or that the Tenant is aware is almost spent.
 - (3) advise the lessor / lessor's agent as soon as practicable when the tenant is aware a smoke alarm has failed or is about to fail
 - (4) clean each smoke alarm as stated in the information statement at least once every 12 months of the tenancy
 - (5) not remove or do anything that would reduce the effectiveness of a smoke alarm
- (m) To replace cracked and/or broken glass where such breakage has arisen as a result of malicious damage or other action on the part of the tenant or it's guest/s.
- (n) To keep the premises free of rodents, cockroaches and other vermin and to notify the lessor promptly of any vermin or pest infestation which, should the presence of such vermin or infestation have arisen due to act or neglect on the part of the tenant, shall be the tenant's responsibility to remedy.
- (o) To replace any light bulbs and fluoro tubes that have blown during the term of the tenancy.
- (p) To at all times during the term of the tenancy, comply with the terms of this

General Tenancy Agreement including Addendum - Special Terms.

(q) Where a product, fixture or fitting provided with the premises has a warning label or safety instructions attached the tenant is not to deface, damage or remove such label.

3 Pets

The Tenant agrees:

(1) The tenant may not keep pets on the premises other than:

(a) In accordance with Item 17 of Part 2 Standard Terms, Subdivision 5 Pets and this Clause 3; or

(b) Subsequent to the entering into this agreement where written permission is given by the lessor, such permission being subject to the terms of this agreement.

(2) The tenant agrees at all times to:

(a) Keep the pets under control, particularly in respect of noise.

(b) Maintain the cleanliness and health of the pets including appropriate vaccination.

(c) Keep all areas, where the pet/s are allowed, clean and parasite free.

(d) Abide by any body corporate by-laws and laws, by-laws and regulations of any competent authority or local council in relation to pets.

(e) Keep any cats indoors at night.

(f) Where the premises are part of a body corporate, restrain pets when in any common areas of the property by way of a leash or similar restraint device.

(g) Regularly remove pet droppings in an appropriate manner.

(h) Dispose of any deceased pets' bodies in an appropriate manner and in accordance with all local government by-laws or guidelines where applicable.

(3) The tenant warrants that it has inspected the fences at the start of the tenancy and found them to be adequate to enclose the pet/s.

(4) If during the tenancy the fences are found to be inadequate to enclose the pets:

(a) The tenant must promptly remove the pet/s from the premises until the fence is repaired; and

(b) Report the inadequacy or damage to the lessor/lessor's agent.

(5) If the tenant breaches any of the conditions of this Clause 3 and such breach is not rectified within 14 days of the tenant being given a notice to rectify, the tenant will be required to remove the pet/s from the premises.

(6) Any further instruction from the lessor in relation to Pets will be included in Part 3 Special terms.

4 During Occupancy

The Tenant agrees:

(1) The tenant agrees that only the persons nominated in Addendum - Additional

Items - Item (B) or as specified on the Application for Tenancy, and their children up to the maximum number of persons authorised under this agreement, are to reside on the premises. Approval must be sought from the lessor / lessor's agent for any other persons to reside on the premises during the tenancy.

(2) The tenant is aware that the lessor / lessor's agent may maintain possession of a set of keys to the premises.

(3) The tenant may not grant other person's a licence to occupy or use the whole or part of the premises for the tenant's commercial gain, whether by written or verbal agreement with the other person/s, without the lessor's consent having been first obtained. The lessor must act reasonably.

5 End of Occupancy

The tenant will on vacating the premises:

(a) Return all keys, keycards and other security devices (if any) and make good the cost of replacement should any of these items not be returned or be lost at any time.

(b) On the last day of the tenancy have all carpets cleaned to a professional standard similar to the standard as provided by the lessor/lessor's agent at the start of the tenancy.

(c) Fair wear and tear accepted, repair damage to the premises arising or as a result of the tenant's or its guest's actions including damage (if any) caused by the Tenant's pets.

(d) Remove all the tenant's property from the premises including rubbish and property on the premises not the property of the lessor.

(e) Leave the premises (including the grounds) in a neat and tidy condition

(f) Fumigate as reasonably required if pets have been on the premises.

(g) Provide written evidence of compliance with the requirements of Addendum - Special Terms - Clause 5 (b), (c) and (f) to the lessor / lessor's agent on or before vacating.

(h) Return all remote control devices in good working order and condition including batteries, and where not returned, make good the cost of replacement.

6 Breach of Tenancy

Note: Section 429 of the Act states: If there is a dispute between the lessor and tenant about (this) Agreement, either party may apply to the tribunal for an order and the tribunal may make any order it considers appropriate, to resolve the dispute.

(1) The lessor having, where appropriate, taken reasonable steps to mitigate its losses, may claim from the tenant any reasonable costs or expenses incurred by the lessor arising from or as a result of:

(a) the acts or omissions of the tenant, its guest or invitees other than invitees permitted to enter the Premises for the purpose of carrying out works as authorised

by the lessor or lessor's agent in accordance with this agreement.

(b) the tenant's failure to comply with the tenant's obligations under the Act or this agreement.

(2) If at the end of the tenancy the tenant is in breach of any of its obligations under this tenancy agreement the lessor may rectify such breach and claim the cost of such rectification from the rental bond or the tenant, subject to the provisions of the Act.

(3) Should the agreement be terminated by the tenant or by a tenant's breach of the agreement before the ending date of this Agreement:

(a) the tenant agrees to pay reasonable costs (re-letting and advertising costs) in accordance with Clause 7 of the Standard Terms of this agreement and continue to fulfill their obligations under this agreement until another General Tenancy Agreement is entered into by the lessor / lessor's agent for the Premises or until the tenant's General Tenancy Agreement expires, whichever is sooner.

(b) the tenant may be liable to pay any loss of rent incurred by the lessor in re-letting the Premises where the lessor/ lessor's agent has taken reasonable steps to reduce or minimize rental losses.

7 Insurance/Indemnity

(1) The tenant will not by act or omission do anything which would cause any increase in the premium of any insurance the lessor may have over the premises (or their contents) or cause such insurance policy to be invalidated.

(2) The tenant shall be responsible for insuring the tenants own property.

8 Liability Statement

Except in the case where the lessor and/or the lessor's agent have been negligent or fail to comply with obligations under the Act, neither the lessor or the lessor's agent (acting with the lessor's authority) will be liable for any loss or damage suffered by the tenant or other persons on the premises with respect to either person or property AND the tenant indemnifies the lessor and/or the lessor's agent against all liability with respect to injury or damage to the tenant or other persons or the property of either occurring on the premises as a result of any act or omission by the tenant or others on the premises with the consent of the tenant. Note: The provisions of Section 429 allow either party to apply to the Tribunal in case of a dispute.

9 Interpretation

For the purposes of this agreement Premises, where mentioned shall mean the premises, fixtures and inclusions, if any.

10 Notice of Rent Increases

In the case of a fixed term agreement the tenant agrees, if a rent increase is stated in Addendum - Additional Items - Item (C):

(a) subject to Clause 10 of the Standard Terms, the rental may be increased before the term ends and such increase shall be as set out in Addendum - Additional Items - Item (C).

(b) Notice must be given by the lessor / lessor's agent not less than two months prior to the rent increase commencement date advising of a rental increase and the date of such increase.

Note: In case of a disagreement, the provisions of Clause 11 of the Standard Terms may be applicable.

11 Provision of Documents

The parties agree to the delivery and service of documents or other communication via electronic means including SMS text messaging, emailing or other forms of electronic communication where such information has been provided by a party in this Agreement.

12 Inspections

(1) The tenant will permit the lessor / lessor's agent, on entering the Premises in accordance with Clause 20 (routine inspections) of the Standard Terms, to photographically record the condition of the Premises. The photos will be used to compare with photos taken in preparation of the Entry Condition Report provided to the tenant at the start of the Tenancy. Such comparison is to assist in identifying any damage or defects that may arise during the tenancy. Photos may not be used for advertising or any other purpose and copies will be provided to the tenant on request at no charge. Should the lessor / lessor's agent require photos of the Premise for any purpose other than as outlined above the lessor / lessor's agent must obtain the tenant's written authorisation.

(2) Reasonable care will be taken to avoid such photographic records including details of the tenant's personal property and effects.

13 Privacy Statement

(1) The lessor's agent must comply with the provisions of the Australian Privacy Principles (*Privacy Act 1988*) and where required maintain a Privacy Policy.

(2) The Privacy Policy outlines how the lessor's agent collects and uses personal information provided by you as the tenant, or obtained by other means, to provide the

services required by you or on your behalf.

(3) You as the tenant agree the lessor's agent may, subject to the *Privacy Act 1988 (CTH)* (where applicable), collect, use and disclose such information to:

- (a) the lessor of the Premises to which this Tenancy Agreement applies; and/or
- (b) (subject to the provisions of Chapter 9 of the Act) residential tenancy databases for the purpose of enabling a proper assessment of the risk in providing you with the lease and if applicable listing tenancy agreement breaches; and/or
- (c) tradespeople and similar contractors engaged by the lessor / lessor's agent in order to facilitate the carrying out of works with respect to the Premises; and/or
- (d) the lessor's insurance companies; authorised real estate personnel; courts and tribunals and other third parties as may be required by the lessor's agent relating to the administration of the Premises and use of the lessor's agent's services; and/or
- (e) Body Corporates

(4) Without provision of certain information the lessor's agent may not be able to act effectively or at all in the administration of this Agreement.

(5) The tenant has the right to access such personal information and may require correction or amendment of any inaccurate, incomplete, out of date or irrelevant information.

(6) The lessor's agent will provide (where applicable), on request, a copy of its Privacy Policy.

14 Telephone

Subscription to telephone and internet services will be the responsibility of, and at the cost to, the Tenant.

15 Special Terms

The parties confirm that no legal advice as to the Standard Terms or Special Terms was provided by the lessor's agent. Any Special Terms or Clauses were inserted at the specific request of a relevant party to this Agreement. No warranty is given by the lessor's agent and legal advice should be sought.

Addendum A

Change of Details

The Tenant will keep the Agent updated with any change of personal details previously provided to the Agent including mobile numbers and email addresses.

Blinds and Curtains Cords

The Tenant confirms where curtains and blinds in the premises are fitted with tie downs and tension devices it is the Tenant's responsibility to ensure curtain or blind cords are always kept secured. Where in compliance with consumer legislation a label is attached to a cord or chain warning of potential danger of unsecured cord or chains (Swing Tag) the tenant must ensure the Swing Tag is not removed and notify the agent if it is removed.

Air Conditioning Filters and Exhaust Fans

The Tenant/s agree to clean the air conditioner filters, ceiling fans and exhaust fans every 6 months and upon vacating the Premises.

Agent's Entry

The Agent, having complied with the requirements of the Act, may enter the Premises to:

- (1) carry out quarterly inspections of the Premises by a representative of the Agent
- (2) check that any breaches of the tenancy have been rectified
- (3) through itself or its authorised tradespeople, enter the Premises to carry out maintenance and repairs And if the Tenant/s are not present, the Agent is authorised to enter the Premises using its own keys.

Break In

The Tenant will, in the case of a break in, immediately contact the police and then promptly advise the Lessor/Agent.

Care of Premises

In accordance with Addendum - Special Terms Clause 2(a), BluTack and other similar products are not to be used on any interior or exterior surface of the Premises without prior written approval from the Lessor.

Carpets

For a tenancy of 12 months or more, notwithstanding the provisions of Addendum - Special Terms Clause 5(b), carpets are to be cleaned from time to time as reasonably instructed by the Lessor/Agent. All marks and stains should be removed promptly.

Gas Bottle

Where bottled gas is used the Tenant will maintain the supply and at the conclusion of the tenancy leave not less than one full cylinder upon vacating the Premise and will, at that time, provide written evidence of compliance to the Agent.

Grass Clippings

Addendum - Special Terms 2(f) is amended to read as follows:

To maintain all garden areas including watering trees and other plants, mowing the lawn, removing from the Premises garden rubbish (including pet waste and grass clippings) and keeping plants free from pests and disease.

Keys - Collection and Return

The parties agree and the Tenants acknowledge keys can only be collected and returned between the times set out in Addendum - Additional Items - Item (E).

Keys - Loss and Replacement

The Tenant will be responsible for all costs associated with the loss or replacement of keys, locks or security devices and services of a locksmith if required.

Operation Manuals

All operation manuals relating to the Premises and contents are owned by the Lessor and must remain in the Premises at the end of the tenancy.

Pest Control

(1) The Lessor having at the commencement of this Agreement had the Premises fumigated against pest and vermin by a licensed pest controller, the Tenant agrees to, at the conclusion of the tenancy, hand over the Premises fumigated to a similar standard.

(2) The Tenant agrees to provide written evidence of compliance of this requirement to the Lessor/ Lessor's Agent on or before vacating.

Photos - Condition Reports

Photos accompanying Condition Reports form part of the Condition Reports.

Property Use

The Tenant(s) confirm and agree, in accordance with Clause 21 of the Standard Terms of this Agreement, the Premises shall only be used as a place of residence by the Tenant. Use of the Premises for business purpose, without the written consent of the Lessor/ Lessor's Agent first had and obtained, is prohibited. Any such consent will be entirely at the discretion of the Lessor.

Receipt of Documents - Including Inventory Report

- (1) The Tenant acknowledges having received a form 17a upon signing the Tenancy Agreement for the Premises.
- (2) The Tenant acknowledges having received a form 1a Condition Report for completion and return to the Lessor in accordance with Clause 5(3) of the Standard Terms of this Agreement.

Repairs and Maintenance - Notify Agent of Incomplete / Unsatisfactory Works

Where required maintenance has been carried out, the Tenant will notify the Agent by email if in the Tenant's opinion the works are unsatisfactory or incomplete.

Repairs and Maintenance - Written Notice

The Tenant agrees and confirms all notices made in compliance with Clause 32 of the Standard Terms must be in writing and in Our Tradie www.ourtradie.com.au (emergencies excepted).

Smoke Alarms - Maintenance Company Employed

Notwithstanding the provisions of Addendum - Special Terms Clause 2(k) the Lessor confirms and acknowledges it will contract with APM to attend the Premises for the purpose of carrying out smoke alarm maintenance at the Lessor's cost, 1 times per year.

Smoking - House

No smoking by any Tenant or guest is permitted in the indoor areas of the Premises nor shall the Tenant leave around the Premises, debris arising from smoking.

Tradesperson Callout Where Tenant is Responsible

If the Tenant/s requests the services of a tradesperson to carry out repairs on the Premises and there is no fault found or the fault is found to have been caused by the Tenant/s or their guests or the Tenant's own property, the Tenant/s acknowledge and agree it will be responsible for payment of the fees charged by such tradesperson.

Water Usage Charge - Tenant to Pay

(1) The premises being water efficient and Item 12.2 and Clause 17(1) of the Standard Terms applying, the Tenant is required to pay the water consumption charges for the premises.

(2) Water meter readings as at the date of commencement of the tenancy will be recorded on the Entry Condition Report and subsequently in the Routine Condition Reports (quarterly during the term of the tenancy) and finally on the Exit Condition Report.

(3) The readings having been made by the Agent the invoice amount will be calculated at the applicable rate charged by the relevant local authority from time to time.

(4) The Agent will forward to the Tenant every 3 months an invoice for payment of the water consumption charges.

(5) The Tenant must make payment of the invoiced amount in accordance with Clause 17(5) of the Standard Terms.

Addendum - Additional Items

This Addendum - Additional Items page can be used to list information that does not fit in the fields provided in Part 1 Tenancy Details of the Standard RTA Form 18a.

Address for service (if different from address of the premises in Item 5.1)

Address

Postcode

Name(s) of Person(s) authorised to reside on Premises

Rent Increase See Clause 10 of the Standard Terms and Clause 10 of Addendum - Special Terms

Rent Increase:

Applicable **Commencing on:** (If known)
.....

Pool Safety Certificate Requirements (The tenant acknowledges having received one of the following)

The tenant acknowledges having received a copy of the current Pool Safety Certificate.

- ✓ There is no swimming pool and/or spa for use by the tenant/s or on the premises.

Key collection and return

Instructions for returning keys upon vacating:

Must be returned to Coronis Coronis Sunshine Coast office during business operating hours

Bond lodgement (Form 2)

Residential Tenancies and Rooming Accommodation Act 2008

(Sections 116-119)

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

Existing rental bond
number

713446362

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

8 Musa Place, Aroona QLD , 4551

2 Arrangements

Arrangement Starts
20/06/2023

Arrangement Ends
17/06/2024

3 No of Bedrooms

5

4 Type of Dwelling

5 Type of management

Residential
tenancy Property Manager

6 Property manager/owner

Full name/trading name
Coronis QLD Head Office

ABN
86113271766

RTA ID (if known)
083304956

Postal address
532 Lutwyche Road, , Lutwyche QLD

Postcode
4030

Phone
0731055

Mobile

Date
22/03/2023

Signature

Email
wecare@coronis.com.au

tick if you agree to receive
RTA notices by email

7 Payment method

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.

8 Weekly rent and bond

| Total bond | Weekly rent | Bond Paid with this form |
|------------|-------------|--------------------------|
| 3240.00 | 810.00 | 40.00 |
| | | |

Tenant receives a rent subsidy (property owner is tenant's employer) **No**

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

Important: please provide a unique email address. 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.

I HAVE READ AND UNDERSTAND THIS AGREEMENT, AND I ACCEPT AND AGREE TO ALL OF ITS TERMS AND CONDITIONS

I have read and agree with:

Please use my signature on the Bond Lodgement (Form 2) as well as the lease

POCKET GUIDE FOR TENANTS (Form 17a)

Signature of tenant 1

Name/trading name
Angela Craven

Date
22/03/2023

Bond Amount
13

Date of Birth

Phone
0487892695

Mobile
0487892695

Email
angielou@y7mail.com

RTA ID (if known)

**tick if you agree
to receive RTA
notices by email**

Optional - do you identify as: (mark all that apply)

**Aboriginal and
Torres Strait
Islander people**

**Culturally and
linguistically
diverse people**

**People living with
a disability**

Signature

Sign
(tenant)

Signature of tenant 2

Name/trading name

Janet Craven

Date

22/03/2023

Bond Amount

13

Date of Birth

Phone

0478598861

Mobile

0478598861

Email

janet@gmail.com.au

RTA ID (if known)

tick if you agree
to receive RTA
notices by email

Optional - do you identify as: *(mark all that apply)*

Aboriginal and
Torres Strait
Islander people

Culturally and
linguistically
diverse people

People living with
a disability

Signature

Sign
(tenant)

Signature of tenant 3

Name/trading name

Gordon Craven

Date

22/03/2023

Bond Amount

14

Date of Birth

Phone

0478598861

Mobile

0478598861

Email

gordon@gmail.com.a

RTA ID (if known)

tick if you agree
to receive RTA
notices by email

Optional - do you identify as: *(mark all that apply)*

Aboriginal and
Torres Strait
Islander people

Culturally and
linguistically
diverse people

People living with
a disability

Signature

Sign
(tenant)

Signature of lessor/agent

Name/trading name

Coronis QLD Head Office

Date

22/03/2023

Signature

The RTA is not liable for any losses that occur if you provide incorrect information.

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 and may provide your information to QCAT and other bodies. For more information see RTA website.

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](#).

Maximum bond

Residential tenancy
equal to 4 weeks rent (weekly rent \$700 or less)
no limit on bond amount (weekly rent more than \$700)

Moveable dwelling (e.g. caravan)
equal to 2 weeks rent

when electricity is supplied and individually metered, equal to 3 weeks rent

Rooming accommodation

equal to 4 weeks rent (weekly rent \$500 or less)

no limit on bond amount (weekly rent more than \$500)

if bond is paid in instalments, go to rta.qld.gov.au for details

**8 Musa Place,
Aroona QLD , 4551**

CANCEL

SUBMIT