

General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008

Part 1 Tenancy details

Item
1

1.1 Lessor

Name/trading name

Address

	Postcode

1.2 Phone

Mobile

Email

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Item
2

2.1 Tenant/s

Tenant 1 Full name/s

Phone

Email

Tenant 2 Full name/s

Phone

Email

Tenant 3 Full name/s

Phone

Email

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

Item
3

3.1 Agent If applicable. See clause 43

Full name/trading name Elfbest Pty Ltd Trading as Southgate Realty

Address

Level 13, 50 Cavill Avenue		
SURFERS PARADISE	QLD	Postcode 4217

3.2 Phone

Mobile

Email

0407 378 277 0407378277 megan@sgrealestate.com.au

Item
4

Notices may be given to

(Indicate if the email is different from item 1, 2 or 3 above)

4.1 Lessor

Email Yes ☐ No ☐

Facsimile Yes ☐ No ☐

4.2 Tenant/s

Email Yes ☐ No ☐

Facsimile Yes ☐ No ☐

4.3 Agent

Email Yes ☐ No ☐

Facsimile Yes ☐ No ☐

Item
5

5.1 Address of the rental premises

	Postcode

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

Item
6

6.1 The term of the agreement is

☐ fixed term agreement

☐ periodic agreement

6.2 Starting on

/	/
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6.3 Ending on

/	/
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Fixed term agreements only.

For continuation of tenancy agreement, see clause 6



Item 7 Rent \$ per ☐ week ☐ fortnight ☐ month See clause 8(1)

Item 8 Rent must be paid on the day of each
Insert day. See clause 8(2) Insert week, fortnight or month

Item 9 **Method of rent payment** Insert the way the rent must be paid. See clause 8(3)

Details for direct credit

BSB no. Bank/building society/credit union

Account no. Account name

Payment reference

Item 10 **Place of rent payment** Insert where the rent must be paid. See clause 8(4) to 8(6)

Item 11 **Rental bond amount** \$ See clause 13

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

Electricity ☐ Yes ☐ No Any other service that a tenant must pay ☐ Yes ☐ No
Gas ☐ Yes ☐ No Type See special terms (page 8)
Phone ☐ Yes ☐ No

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

☐ Yes ☐ No

Item 13 **If the premises is not individually metered for a service under item 12.1, the apportionment of the cost of the service for which the tenant must pay.** For example, insert the percentage of the total charge the tenant must pay. See clause 16(c)

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

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

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

Item 15 **Number of persons allowed to reside at the premises** See clause 23

Item 16 **16.1 Are there any body corporate by-laws applicable to the occupation of the premises by a tenant?** See clause 22 ☐ Yes ☐ No

16.2 Has the tenant been given a copy of the relevant by-laws See clause 22 ☐ Yes ☐ No

Item 17 **17.1 Pets approved** ☐ Yes ☐ No See clause 24(1)

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

Type Number Type Number

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

Electrical repairs	<input type="text"/>	Phone	<input type="text"/>
Plumbing repairs	<input type="text"/>	Phone	<input type="text"/>
Other	<input type="text"/>	Phone	<input type="text"/>

Part 2 Standard Terms

Division 1 Preliminary

1 Interpretation

In this agreement -

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

2 Terms of a general tenancy agreement

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

Note - Some breaches of this agreement may also be an offence under the Act, for example, if -

- the lessor or the lessor's agent enters the premises in contravention of the rules of entry under sections 192 to 199; or
- the tenant does not sign and return the condition report to the lessor or the lessor's agent under section 65.

3 More than 1 lessor or tenant

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

Division 2 Period of tenancy

4 Start of tenancy

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

5 Entry condition report - s 65

- (1) The lessor must prepare, in the approved form, sign and give the tenant 1 copy of a condition report for the premises.
- (2) The copy must be given to the tenant on or before the day the tenant occupies the premises under this agreement.
- (3) The tenant must mark the copy of the report to show any parts the tenant disagrees with, and sign and return the copy to the lessor not later than 3 days after the later of the following days -
 - (a) the day the tenant is entitled to occupy the premises;
 - (b) the day the tenant is given the copy of the condition report.*Note* - A well completed condition report can be very important to help the parties if there is a dispute about the condition of the premises when the tenancy started. For more information about condition reports, see the information statement.
- (4) After the copy of the condition report is returned to the lessor by the tenant, the lessor must copy the condition report and return it to the tenant within 14 days.

6 Continuation of fixed term agreement - s 70

- (1) This clause applies if -
 - (a) this agreement is a fixed term agreement; and
 - (b) none of the following notices are given, or agreements or applications made before the day the term ends (the **end day**) -
 - (i) a notice to leave;
 - (ii) a notice of intention to leave;
 - (iii) an abandonment termination notice;
 - (iv) a notice, agreement or application relating to the death of a sole tenant under section 277(7);
 - (v) a written agreement between the lessor and tenant to end the agreement.
- (2) This agreement, other than a term about this agreement's term, continues to apply after the end day on the basis that the tenant is holding over under a periodic agreement.

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

7 Costs apply to early ending of fixed term agreement

- (1) This clause applies if -
 - (a) this agreement is a fixed term agreement; and
 - (b) the tenant terminates it before the term ends in a way not permitted under the Act.
- (2) The tenant must pay the reasonable costs incurred by the lessor in reletting the premises.

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

Division 3 Rent

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

- (1) The tenant must pay the rent stated in this agreement for item 7.
- (2) The rent must be paid at the times stated in this agreement for item 8.
- (3) The rent must be paid -
 - (a) in the way stated in this agreement for item 9; or
 - (b) in the way agreed after the signing of this agreement by -
 - (i) the lessor or tenant giving the other party a notice proposing the way; and
 - (ii) the other party agreeing to the proposal in writing; or
 - (c) if there is no way stated in this agreement for item 9 or no way agreed after the signing of this agreement - in an approved way under section 83(4).
- (4) The rent must be paid at the place stated in this agreement for item 10.
- (5) However, if, after the signing of this agreement, the lessor gives a notice to the tenant stating a different place for payment and the place is reasonable, the rent must be paid at the place while the notice is in force.
- (6) If no place is stated in this agreement for item 10 and there is no notice stating a place, the rent must be paid at an appropriate place.

Examples of an appropriate place -

- the lessor's address for service
- the lessor's agent's office

9 Rent in advance - s 87

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

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

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

10 Rent increases - ss 91 and 93

- (1) If the lessor proposes to increase the rent, the lessor must give notice of the proposal to the tenant.
- (2) The notice must state the amount of the increased rent and the day from when it is payable.
- (3) The day stated must not be earlier than the later of the following -
 - (a) 2 months after the notice is given;
 - (b) 6 months after the day the existing rent became payable by the tenant.
- (4) Subject to an order of a tribunal, the increased rent is payable from the day stated in the notice, and this agreement is taken to be amended accordingly.
- (5) However, if this agreement is a fixed term agreement, the rent may be increased before the term ends only if a special term -
 - (a) provides for a rent increase; and
 - (b) states the amount of the increase or how the amount of the increase is to be worked out.
- (6) A rent increase is payable by the tenant only if the rent is increased under this clause.

11 Application to tribunal about excessive increase - s 92

- (1) If a notice of proposed rent increase is given and the tenant considers the increase is excessive, the tenant may apply to a tribunal for an order setting aside or reducing the increase.
- (2) However, the application must be made -
 - (a) within 30 days after the notice is received; and
 - (b) for a fixed term agreement - before the term ends.

12 Rent decreases - s 94

Under section 94, the rent may decrease in certain situations.
Note - For details of the situations, see the information statement.

Division 4 Rental bond

13 Rental bond required - ss 111 and 116

- (1) If a rental bond is stated in this agreement for item 11, the tenant must pay to the lessor or the lessor's agent the rental bond amount -
 - (a) if a special term requires the bond to be paid at a stated time - at the stated time; or
 - (b) if a special term requires the bond to be paid by instalments - by instalments; or
 - (c) otherwise - when the tenant signs this agreement.

Note - There is a maximum bond that may be required. See section 146 and the information statement.
- (2) The lessor or the lessor's agent must, within 10 days of receiving the bond or a part of the bond, pay it to the authority and give the authority a notice, in the approved form, about the bond.
- (3) The bond is intended to be available to financially protect the lessor if the tenant breaches this agreement.

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

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

14 Increase in bond - s 154

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

- (2) The notice must state the increased amount and the day by which the increase must be made.
- (3) For subclause (2), the day must be at least 1 month after the tenant is given the notice.

Division 5 Outgoings

15 Outgoings - s 163

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

Examples -
body corporate levies, council general rates, sewerage charges, environment levies, land tax
- (2) This clause does not apply if -
 - (a) the lessor is the State; and
 - (b) rent is not payable under the agreement; and
 - (c) the tenant is an entity receiving financial or other assistance from the State to supply rented accommodation to persons.

16 General service charges - ss 164 and 165

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

- (a) the tenant enjoys or shares the benefit of the service; and
- (b) the service is stated in this agreement for item 12.1; and
- (c) either -
 - (i) the premises are individually metered for the service; or
 - (ii) this agreement states for item 13 how the tenant's apportionment of the cost of the service is to be worked out; and
- (d) this agreement states for item 14 how the tenant must pay for the service.

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

17 Water service charges - ss 164 and 166W

- (1) The tenant must pay an amount for the water consumption charges for the premises if -
 - (a) the tenant is enjoying or sharing the benefit of a water service to the premises; and
 - (b) the premises are individually metered for the supply of water or water is supplied to the premises by delivery by means of a vehicle; and
 - (c) this agreement states for item 12.2 that the tenant must pay for water supplied to the premises.

Note - A water consumption charge does not include the amount of a water service charge that is a fixed charge for the water service.
- (2) However, the tenant does not have to pay an amount -
 - (a) that is more than the amount of the water consumption charges payable to the relevant water supplier; or
 - (b) that is a fixed charge for the water service to the premises.
- (3) Also, the tenant does not have to pay an amount for a reasonable quantity of water supplied to the premises for a period if, during the period, the premises are not water efficient for section 166.

Note - For details about water efficiency, see the information statement.
- (4) In deciding what is a reasonable quantity of water for subclause (3), regard must be had to the matters mentioned in section 169(4)(a) to (e).
- (5) The tenant must pay the amount of the charge to the lessor within 1 month of the lessor giving the tenant copies of relevant documents about the incurring of the amount.
- (6) In this clause -

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

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

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 under the *Body Corporate and Community Management Act 1997* or *Building Units and Group Titles Act 1980* 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 by-laws.

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 Pets

- (1) The tenant may keep pets on the premises only if this agreement states for item 17.1 that pets are approved.
- (2) If this agreement states for item 17.1 that pets are approved and this agreement states for item 17.2 that only -
 - (a) a particular type of pet may be kept, only that type may be kept; or
 - (b) a particular number of pets may be kept, only that number may be kept; or
 - (c) a particular number of a particular type of pet may be kept, only that number of that type may be kept.

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.
- (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.

- (3) However, the lessor is not required to comply with subclause (1)(c) or (2)(a) for any non-standard items and the lessor is not responsible for their maintenance if -
 - (a) the lessor is the State; and
 - (b) the non-standard items are stated in this agreement and this agreement states the lessor is not responsible for their maintenance; and
 - (c) the non-standard items are not necessary and reasonable to make the premises a fit place in which to live; and
 - (d) the non-standard items are not a risk to health or safety; and
 - (e) for fixtures - the fixtures were not attached to the premises by the lessor.
- (4) In this clause -

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

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

26 Tenant's obligations - s 188(2) and (3)

- (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.

Subdivision 3 The dwelling

27 Fixtures or structural changes - ss 207-209

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

Note - Fixtures are generally items permanently attached to land or to a building that are intended to become part of the land or building. An attachment may include, for example, something glued, nailed or screwed to a wall.
- (2) The lessor's agreement must be written, describe the nature of the fixture or change and include any terms of the agreement.

Examples of terms -

- that the tenant may remove the fixture
 - that the tenant must repair damage caused when removing the fixture
 - that the lessor must pay for the fixture if the tenant can not remove it
- (3) If the lessor does agree, the tenant must comply with the terms of the lessor's agreement.
- (4) The lessor must not act unreasonably in failing to agree.
- (5) If the tenant attaches a fixture, or makes a structural change, to the premises without the lessor's agreement, the lessor may -
- (a) take action for a breach of a term of this agreement; or
 - (b) waive the breach (that is, not take action for the breach) and treat the fixture or change as an improvement to the premises for the lessor's benefit (that is, treat it as belonging to the lessor, without having to pay the tenant for it).

28 Supply of locks and keys - s 210

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

29 Changing locks - ss 211 and 212

- (1) The lessor or the tenant may change locks if -
- (a) both agree to the change; or
 - (b) there is a tribunal order permitting the change; or
 - (c) there is a reasonable excuse for making the change.
- Example of a reasonable excuse -*
an emergency requiring the lock to be changed quickly
- (2) The lessor or tenant must not act unreasonably in failing to agree to the change of a lock.
- (3) If a lock is changed, the party changing it must give the other party a key for the changed lock unless -
- (a) a tribunal orders that a key not be given; or
 - (b) the other party agrees to not being given a key.

Subdivision 4 Damage and repairs

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

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

31 Nominated repairer for emergency repairs - s 216

- (1) The lessor's nominated repairer for emergency repairs of a particular type may be stated either -
- (a) in this agreement for item 18; or
 - (b) in a notice given by the lessor to the tenant.
- (2) The nominated repairer is the tenant's first point of contact for notifying the need for emergency repairs.

32 Notice of damage - s 217

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

33 Emergency repairs arranged by tenant - ss 218 and 219

- (1) The tenant may arrange for a suitably qualified person to make emergency repairs or apply to the tribunal under section 221 for orders about the repairs if -
- (a) the tenant has been unable to notify the lessor or nominated repairer of the need for emergency repairs of the premises; or
 - (b) the repairs are not made within a reasonable time after notice is given.
- (2) The maximum amount that may be incurred for emergency repairs arranged to be made by the tenant is an amount equal to the amount payable under this agreement for 2 weeks rent.
- Note - For how the tenant may require reimbursement for the repairs, see sections 219(2) and (3) and 220 and the information statement.*

Division 7 Restrictions on transfer or subletting by tenant

34 General - ss 238 and 240

- (1) Subject to clause 35, the tenant may transfer all or a part of the tenant's interest under this agreement, or sublet the premises, only if the lessor agrees in writing or if the transfer or subletting is made under a tribunal order.
- (2) The lessor must act reasonably in failing to agree to the transfer or subletting.
- (3) The lessor is taken to act unreasonably in failing to agree to the transfer or subletting if the lessor acts in a capricious or retaliatory way.
- (4) The lessor or the lessor's agent must not require the tenant to pay, or accept from the tenant, an amount for the lessor's agreement to a transfer or subletting by the tenant, other than an amount for the reasonable expenses incurred by the lessor in agreeing to the transfer or subletting.

35 State assisted lessors or employees of lessor - s 237

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

Division 8 When agreement ends

36 Ending of agreement - s 277

- (1) This agreement ends only if -
- (a) the tenant and the lessor agree in writing; or

- (b) the lessor gives a notice to leave the premises to the tenant and the tenant hands over vacant possession of the premises to the lessor on or after the handover day; or
- (c) the tenant gives a notice of intention to leave the premises to the lessor and hands over vacant possession of the premises to the lessor on or after the handover day; or
- (d) a tribunal makes an order terminating this agreement; or
- (e) the tenant abandons the premises; or
- (f) after receiving a notice from a mortgagee under section 317, the tenant vacates, or is removed from, the premises.

Note - For when a notice to leave or a notice of intention to leave may be given and its effect and when an application for a termination order may be made to a tribunal, see the information statement.

- (2) Also, if a sole tenant dies, this agreement terminates in accordance with section 277(7) or (8).

Note - See the information statement for details.

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

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

Examples of what may be fair wear and tear -

- wear that happens during normal use
- changes that happen with ageing

38 Keys

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

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

- (1) When handing over possession of the premises, the tenant must, if the lessor or the lessor's agent asks the tenant in writing to state the tenant's new residential address, tell the lessor or the agent the tenant's new residential address.
- (2) However, subclause (1) does not apply if the tenant has a reasonable excuse for not telling the lessor or agent the new address.

40 Exit condition report - s 66

- (1) As soon as practicable after this agreement ends, the tenant must prepare, in the approved form, and sign a condition report for the premises and give 1 copy of the report to the lessor or the lessor's agent.
Example of what might be as soon as practicable - when the tenant returns the keys to the premises to the lessor or the lessor's agent
Note - For the approved form for the condition report, see the information statement. The report may be very important in deciding who is entitled to a refund of the rental bond if there is a dispute about the condition of the premises.
- (2) The lessor or the lessor's agent must, within 3 business days after receiving the copy of the report -
 - (a) sign the copy; and
 - (b) if the lessor or agent does not agree with the report - show the parts of the report the lessor or agent disagrees with by marking the copy in an appropriate way; and
 - (c) if the tenant has given a forwarding address to the lessor or agent - make a copy of the report and return it to the tenant at the address.
- (3) The lessor or agent must keep a copy of the condition report signed by both parties for at least 1 year after this agreement ends.

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

- (1) The tenant must take all of the tenant's belongings from the premises at the end of the tenancy.
- (2) The lessor may not treat belongings left behind as the lessor's own property, but must deal with them under sections 363 and 364.
Note - For details of the lessor's obligations under sections 363 and 364, see the information statement. They may include an obligation to store goods and may allow the lessor to sell goods and pay the net sale proceeds (after storage and selling costs) to the public trustee.

Division 9 Miscellaneous

42 Supply of goods and services - s 171

- (1) The lessor or the lessor's agent must not require the tenant to buy goods or services from the lessor or a person nominated by the lessor or agent.
- (2) Subclause (1) does not apply to a requirement about a service charge.

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

43 Lessor's agent

- (1) The name and address for service of the lessor's agent is stated in this agreement for item 3.
- (2) Unless a special term provides otherwise, the agent may -
 - (a) stand in the lessor's place in any application to a tribunal by the lessor or the tenant; or
 - (b) do any thing else the lessor may do, or is required to do, under this agreement.

44 Notices

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

Part 3 Special terms

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

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

Names of Approved Occupants:

The tenant/s must receive a copy of the information statement (Form 17a) and a copy of any applicable by-laws if copies have not previously been given to the tenant/s. **Do not send to the RTA - give this form to the tenant/s. keep a copy for your records.**

Signature of lessor/agent

Name/trading name

Signature

Date / /

in the presence of (witness)

Print name

Witness signature

Date / /

Signature of tenant 1

Print name

Signature

Date / /

in the presence of (witness)

Print name

Witness signature

Date / /

Signature of tenant 2

Print name

Signature

Date / /

in the presence of (witness)

Print name

Witness signature

Date / /

Signature of tenant 3

Print name

Signature

Date / /

in the presence of (witness)

Print name

Witness signature

Date / /

Special Terms

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

45 Occupation and use of premises

The tenant must not permit persons other than the persons nominated in the special terms to reside at the premises without the written consent of the lessor. The lessor must act reasonably in exercising the lessor's discretion when determining whether or not to consent to a request by the tenant for any change to the approved tenants or occupants.

46 Care of the premises by the tenant

- (1) During the tenancy, the tenant must-
 - (a) not do anything that might block any plumbing or drains on the premises;
 - (b) keep all rubbish in the bin provided by the local authority in an area designated by the lessor or as the local authority may require;
 - (c) put the bin out for collection on the appropriate day for collection and return the bin to its designated place after the rubbish has been collected;
 - (d) maintain the lawns and gardens at the premises having regard to their condition at the commencement of the tenancy, including mowing the lawns, weeding the gardens and watering the lawns and gardens (subject to council water restrictions);
 - (e) keep the premises free from pests and vermin;
 - (f) keep the walls, floor, doors and ceilings of the premises free of nails, screws or adhesive substances, unless otherwise agreed to by the lessor in accordance with clause 27;
 - (g) not intentionally or negligently damage the premises and inclusions;
 - (h) only hang clothing and other articles outside the premises in areas designated by the lessor or the lessor's agent;
 - (i) keep the swimming pool, filter and spa equipment (if any) clean and at the correct chemical levels having regard to their condition at the start of the tenancy;
 - (j) not interfere with nor make non-operational any facility that may be provided with the premises (eg. smoke alarms, fire extinguishers, garden sprinkler systems, hoses etc).
 - (k) where the lessor has consented to animals being kept at the premises, the tenant must ensure all animals are kept in accordance with relevant local laws, state laws and federal laws including but not limited to, the *Animal Management (Cats & Dogs) Act 2008* and the *Animal Care and Protection Act 2001* where applicable.
- (2) The obligations of the tenant at the end of the occupancy regarding the condition of the premises include -
 - (a) If the carpets were professionally shampooed or steam cleaned at the start of the tenancy, having the carpets shampooed or steam cleaned:
 - (i) to the same standard they were in at the start of the tenancy, fair wear and tear excepted on the last day of the occupancy; and
 - (ii) giving the lessor or lessor's agent a copy of the relevant carpet cleaner's receipt or other relevant evidence to demonstrate that the tenant has complied with this requirement; and
 - (iii) giving the lessor or lessor's agent a copy of any professional carpet cleaner's receipt;
 - (iv) if birds or animals have been kept at the premises, to pay for the premises to be fumigated and deodorised by a professional fumigator.
 - (b) repairing the tenant's intentional or negligent damage to the premises or inclusions;
 - (c) 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;
 - (d) removing rubbish;
 - (e) replacing inclusions (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.
- (3) If the tenant does not meet the tenant's obligations at the end of the tenancy the lessor or the lessor's agent may pay for this to be done and claim the cost of doing so from the rental bond.

47 Locks and keys and remote controls

- (1) The lessor may claim from the tenant costs incurred by the lessor as a result of the tenant losing any key, access keycard or remote control relating to the premises which has been provided to the tenant (by the lessor, a body corporate or other person), including costs in connection with:
 - (a) replacing the key, access keycard or remote control; and
 - (b) gaining access to the premises.
- (2) The tenant acknowledges that the lessor's agent may retain a duplicate set of keys.
- (3) The tenant must return all keys, access keycards and/or any remote controls to the lessor or the lessor's agent at the end of the tenancy.

48 Early termination by tenant

If the tenancy is breached before the end of the tenancy specified in item 6 despite other provisions of this agreement the lessor may claim from the tenant -

- (a) the rent and service charges until the lessor re-lets the premises or the end of the tenancy as specified in item 6 whichever is the earlier; and
- (b) the reasonable costs (including advertising costs) of re-letting and attempting to re-let the premises. (Sections 173(2) and 420).

Special Terms *continued...*

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

49 Liability excluded

The tenant shall be liable for and shall indemnify and defend the lessor or the lessor's agent, its directors, officers, employees, and agents, from, and against, any and all losses, claims, demands, actions, suits (including costs and legal fees on an indemnity basis), and damages, including, but not limited to:

- (a) injury, bodily or otherwise, or death of any person, including the tenant or an approved occupant; or
- (b) loss, damage to, or destruction of, property whether real or personal, belonging to any person, including the tenant or an approved occupant;

as a direct or indirect result of the tenant's negligent acts or omissions or breach of this agreement or obligations under the Act.

50 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 or breach of this agreement or obligations under the Act.

51 Tenant's insurance

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

52 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 is almost spent, in accordance with the Information Statement provided to the tenant/s at the commencement of the tenancy;
- (3) Advise the lessor as soon as practicable if the tenant/s become/s aware that a smoke alarm in the premises has failed or is about to fail (other than because the battery is spent or almost spent); and

Note: In interpreting the word "spent" when referring to a battery, the term is used to include reference to a battery which is flat, non-functioning or lacking in charge that it does not properly operate the smoke alarm.

- (4) Clean each smoke alarm in the premises in the way stated in the Information Statement provided to the tenant/s at the commencement of the tenancy:
 - (a) at least once every 12 months; or
 - (b) if a fixed term tenancy is of less than 12 months duration, but is held over under a periodic tenancy of 12 months or more, at least once in the 12 month period.

In the event that the tenant/s engages a contractor/tradesperson (as listed in Item 18) to meet the tenant/s obligations listed under this clause, such engagement shall be at the tenant/s' own cost and expense.

- (5) Not tamper with or otherwise render a smoke alarm inoperative. Such an act will constitute malicious damage in accordance with Section 188 of the Act.

53 Portable pool obligations

- (1) The tenant must -

- (a) Obtain the lessor's consent for a portable pool at the premises of a depth of 300mm or greater;
- (b) Where consent is to be provided by the lessor to the tenant for the use of a portable pool at the premises of a depth of 300mm or greater, provide the lessor and/or the agent with details of the type and description of the proposed portable pool.

- (2) Where consent is provided by the lessor to the tenant for the use of a portable pool at the premises of a depth of 300mm or greater, the tenant agrees to:

- (a) Maintain and repair the portable pool at the tenant's own expense;
- (b) In accordance with the *Building Act 1975* obtain, maintain and renew a Pool Safety Certificate for a regulated pool, which includes a requirement for a compliant pool fence and, provide a copy of the Pool Safety Certificate to the lessor and/or agent;
- (c) Where a compliant pool fence is required for a regulated pool, obtain the lessor's consent regarding a proposed fence in accordance with clause 27 of the standard terms;
- (d) In circumstances where consent is provided to the tenant by the lessor in accordance with clause 27 of the standard terms, construct and maintain the fence as required by the *Building Act 1975*, at the tenant's own expense.

- (3) In accordance with clause 53(1) and 53(2), where consent is provided by the lessor to the tenant for a portable pool of a depth of 300mm or greater and/or as prescribed by the *Building Act 1975*, the tenant hereby agrees to indemnify and hold harmless the lessor and agent for any loss, claim, suit or demand, brought, caused or contributed to, directly or indirectly, by the portable pool.

Special Condition

General Tenancy - Pets not Permitted Inside Dwelling

PETS NOT PERMITTED INSIDE DWELLING

- (a) The parties acknowledge that in accordance with Items 17.1 and 17.2 of the Tenancy Details in the Agreement and Clause 24 of the Standard Terms, pets shall be permitted on the Premises but only in accordance with Clause 24 and as set out herein.
- (b) The pet/s referred to in the Tenancy Details shall not be permitted inside any dwelling on the Premises.
- (c) 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.
- (d) The above provisions do not apply to guide, hearing or assistance dogs.

Special Condition

General Tenancy - Pool - Responsibility of Tenant to Maintain Pool

RESPONSIBILITY FOR POOL CHEMICALS AND COSTS TO BE BORNE BY TENANT

- (a) The Lessor and the Tenant acknowledge that there is a swimming pool on the Premises.
- (b) In addition to the rent and any other amount payable by the Tenant as set out in the Tenancy Details in the Agreement, the Tenant shall maintain the pool and pay all associated costs for the maintenance of the pool to keep it in a clean and safe state. Expenses to be met by the Tenant include:
 - (i) Pool chemicals; and
 - (ii) Pool cleaning (including cleaning of filtration, chlorination and heating equipment), which shall be undertaken by the Tenant or a professional pool service at least once per month.
- (c) In the event that the Tenant does not keep the pool and associated filtration, chlorination and heating equipment in a reasonable and proper state to the reasonable satisfaction of the Lessor or the Lessor's agent, the Lessor or the Lessor's Agent may arrange for the pool and associated filtration, chlorination and heating equipment to be properly maintained, the cost of which, including all chemicals, will be borne by the Tenant.
- (d) The Lessor shall be responsible for any repairs in relation to the pool pumping, filtration and heating systems other than where such repairs are necessary as a result of the acts or omissions of the Tenant, in which case, the Tenant shall be liable for the cost of repairs.

Special Condition

General Tenancy - Pool Safety Requirements

POOL SAFETY REQUIREMENTS

The Tenant must do all acts and things required by the Tenant to comply with the legislation regarding pool safety and require any other occupant, invitee or guest to comply with all legislation regarding pool safety, including, but not limited to:

- (a) ensuring that any gate or door giving access to a regulated pool as defined in the *Building Act 1975* (a "**Regulated Pool**") is securely closed at all times when the gate or door is not in use;
- (b) ensuring that no object or structure is placed near or adjoining any regulated pool or the fence thereto which might facilitate access to that pool, whether such access is via gate or door, fence or otherwise; and
- (c) ensuring that no Regulated Pool is erected, constructed or placed on the Premises without the prior written consent of the Lessor.

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.



residential
tenancies
authority

1300 366 311
rta.qld.gov.au

Form 17a

Pocket guide for tenants

houses and units

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, bond management, dispute resolution, investigation, policy and education services.

When renting...

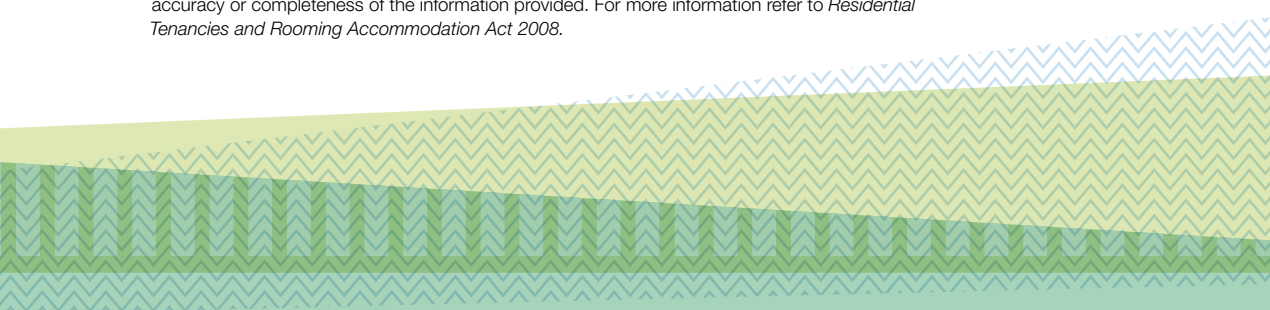
You must

- » 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 lessor/agent must

- » ensure the property is vacant, clean and in good repair at the start of the tenancy
- » 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

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 *Residential Tenancies and Rooming Accommodation Act 2008*.



Welcome

to your new home

Please take a few minutes to read this guide which explains some of the basic rules of renting in Queensland.

If you need extra information you can download more detailed renting guides from our website.

Your new details

Lessor/agent's name and contact details:

.....

Bond number:

Tenancy ends:

Emergency repairs contact:



Moving in

Tenancy agreement

A *General tenancy agreement* (Form 18a), also called a lease, is a legally binding written contract between you and the lessor/agent. It must include standard terms and may include special terms (e.g. keeping pets, pest control).

You and the lessor/agent 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)

Bond

A rental bond is a security deposit you pay at the start of a tenancy and is lodged with the RTA. The lessor/agent must not hold your bond. Once the bond is paid the lessor/agent must give you a receipt and complete a *Bond lodgement* (Form 2) which you must sign. The lessor/agent must lodge the bond with the RTA within 10 days. 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. It must be at least 12 months since the last increase and you must be given 1 month's notice. Extra bond money must be lodged with the RTA.

Rent

Generally you will be asked to pay rent in advance before, or when, you move in. You can't be asked to pay more rent until it has been used up.

- » 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

Rent increases

It must be at least 6 months since the tenancy started or the rent changed.

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).

Rent decreases

Rent decreases may occur when there is a drop in the standard of the property; if there is 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.

Water usage

You can be charged full water consumption costs only if the lessor meets a specific set of conditions. Visit our website for more details.

Electricity/gas/phone/internet

Check your tenancy agreement – in most cases you will need to arrange connection.

Entry condition report

The lessor/agent must give you an *Entry condition report* (Form 1a).

It records the condition of the property at the start of the tenancy and is an important document if there is a dispute about the condition of the property when you move out. You must complete it and return a signed copy to the lessor/agent within 3 days. The lessor/agent must give you a copy of the final report within 14 days.



During a tenancy

Maintenance

You are responsible for looking after the property and keeping it, and any inclusions (like the oven), clean. The lessor/agent is responsible for ensuring the property is fit to live in and in a good state of repair. They must also make sure it complies with any health and safety laws.

Repairs

The lessor/agent generally carries out any repairs or organises someone to do so. You should not carry out repairs without written consent. When entering the property to fix the problem the lessor/agent must comply with the appropriate entry notice period.

If you or your guests damage the property, you may have to pay for the repairs.

Fixtures

Fixtures can only be added with the lessor/agent's written consent and they do not have to agree to the request if they give a good reason.

What to do in an emergency

If the lessor/agent or nominated repairer listed on your agreement cannot be contacted, you can arrange for a qualified person to carry out emergency repairs, to a maximum value of 2 weeks rent. If you pay the repairer you will need to give all receipts to the lessor/agent who must pay you back within 7 days. Keep copies of all receipts. Check your agreement to clarify what is meant by an emergency repair.

Smoke alarms

By law, owners of all houses and units in Queensland must install at least one working smoke alarm. You and the lessor/agent have responsibilities regarding any smoke alarms on the property. Visit fire.qld.gov.au for more details.

Inspections and viewings

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

The lessor/agent may also need to enter the property for repairs or a viewing if it is being put up for sale. In most cases they must give you an *Entry notice* (Form 9) before they can enter. However, the lessor/agent 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.

Problems

If you do something wrong

If you breach the agreement, the lessor/agent can issue a *Notice to remedy breach* (Form 11).

Example: you fall more than 7 days behind in rent or 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 lessor/agent.

If the lessor/agent does something wrong

If the lessor/agent breaches the agreement, you can issue a *Notice to remedy breach* (Form 11).

Example: the lessor/agent fails to keep the property well maintained or enters the property without the correct notice.



Resolving problems

Good communication is the key to resolving most problems. Find out your rights and responsibilities and try to resolve disputes with the lessor/agent directly. If this does not work the RTA's 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 lessor/agent should sign a letter or statement that includes the new date.

If there is to be a change to any of the terms of the agreement then the lessor/agent will need to prepare a new written tenancy agreement. You and the lessor/agent must sign the new agreement 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.

If the end date of a fixed term agreement goes by without any contact between you and the lessor/agent, the agreement 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 lessor/agent 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. You may have to pay for carpet cleaning or pest control if they are included in the special terms of your tenancy agreement.

Breaking your tenancy agreement

If you break the tenancy agreement (e.g. you decide to leave early), you are still responsible for compensating the lessor/agent for lost rent until another tenant can be found or until the tenancy ends. You may also be liable for other costs such as the cost of re-letting the property and advertising.

Exit condition report

The *Exit condition report* (Form 14a) should be completed by you. It shows the condition of the property when you leave. If possible you should try to arrange a final inspection with your lessor/agent.

The lessor/agent must complete their side of the report, sign it and return a copy to you within 3 business days of receiving it.

Getting your bond back

You get your bond back at the end of the tenancy as long as no money is owed to the lessor/agent for rent, damages or other costs. You can apply to have your bond money returned on, or after, handover day. Providing the RTA with your forwarding address and bank account details will ensure your bond refund is not delayed.

If you and the lessor/agent agree at the end of the tenancy

You and the lessor/agent must sign the *Refund of rental bond* (Form 4) and submit it to the RTA. The RTA will refund the bond as directed within a few days. The fastest way to get your bond back is to provide the RTA with your bank details so it can be deposited into the correct account.

If you and the lessor disagree

You or the lessor/agent can submit a bond refund form. The RTA will then send the other person a *Notice of claim* and a *Dispute resolution request* (Form 16). If the RTA does not receive a response within 14 days, the bond will be paid out, as directed, by whoever first lodged the bond refund form.

If they do respond, the RTA dispute resolution service will try to help resolve the disagreement. If agreement is reached, you and the lessor/agent sign the bond refund form and the bond is paid out as agreed.

If agreement is not reached, the person who lodged the dispute resolution request 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 within 7 days, the RTA will pay the bond as directed by the person who first lodged the bond refund form.

Tenancy matters

we're here to help



Visit our **website**
rta.qld.gov.au



Call us
1300 366 311



Making a positive difference
in Queensland

Hearing or speech impaired clients

Deaf, hearing or speech impaired clients can contact the National Relay Service for assistance with contacting the RTA by phone.

TTY or computer modem

t 133 677

Interpreter services

If you require an interpreter, please contact the Translating and Interpreting Service (TIS) (for the cost of a local call) during RTA hours of business. TIS will telephone the RTA for you at no extra cost.

t 131 450

Tenants Queensland

w tenantsqld.org.au

t 1300 744 263

Contact us

w rta.qld.gov.au

t 1300 366 311

Mon–Fri: 8.30am–5pm



**residential
tenancies
authority**

Pocket guide for tenants – houses and units (Form 17a)
Information Statement

Copyright © Residential Tenancies Authority
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Form 17a – v2 May13



Privacy Notice and Consent

Consent

I, _____
(Full name)
of _____
(Residential Address)

have read and understood the attached information. I authorise employees of **Southgate Realty**, and independent contractors of **Southgate Realty** including their directors, officers and employees, to obtain relevant information from, and release relevant information to, the parties described on page 2 to assist with my involvement with **Southgate Realty**. I understand that I can revoke my authority at any time. I acknowledge that if I revoke my authority, or if I decline to provide information as requested by **Southgate Realty**, **Southgate Realty** may be unable to provide the products or services I have requested.

Signed _____

Date _____

Parent/Guardian Signature (if under 18 years of age) _____

Privacy

ELFBEST Pty Ltd (ABN 97 059 664 498) trading as **Southgate Realty** is committed to protecting your privacy in compliance with the *Privacy Act 1988* (Cth) and the Australian Privacy Principles (APPs). This document sets out **Southgate Realty's** condensed Privacy Notice. **Southgate Realty** also has a full Privacy Policy, which contains information about how you can complain about any breach by **Southgate Realty** of the APPs or an applicable APP Code. A full copy of our Privacy Policy can be accessed upon request, contact Megan on 0407 378 277 or megan@sgrealestate.com.au.

Information Collection, Use and Disclosure

During the course of your involvement with **Southgate Realty**, we may collect, use or disclose personal information about you for the following purposes:

- Assisting you to sell your property;
- Assisting you to purchase a property;
- Assisting you to lease a property (either as lessor or lessee);
- Assisting you to obtain a loan;
- Assisting you with payment or refund of a bond;
- Assisting you with tenancy disputes;
- Coordinating repairs or maintenance of a property owned or leased by you;
- Recording or accessing information at the Titles Registry Office or other government agency;
- Recording or accessing information at the Residential Tenancies Authority;
- Recording or accessing information on tenancy information services or databases;
- Client and business relationship management;

- Marketing of products and services to you;

The types of personal information we may collect, use or disclose about you includes but is not limited to:

- Your full name;
- Your date of birth;
- Your residential address;
- Your postal address;
- Your email address;
- Your home telephone number;
- Your work telephone number;
- Your mobile telephone number;
- Your occupation and business address;
- Financial information including details of your employer, income, name of bank or financial institution;
- Details of your spouse, de facto, dependent children, and roommates;
- Details of properties owned by you;

In order to provide products and services to you, we may disclose your personal information to the persons/organisations described below:

- In the event that you are a seller or a lessee, we may disclose your personal information to prospective buyers of the property owned or leased by you;
- In the event that you are a buyer or a lessee, we may disclose your personal information to the sellers of the property you are purchasing or leasing;
- Your legal advisor(s) and the legal advisor(s) representing the other party(s) involved in your transaction;
- Your financial institution and/or financial advisor;
- Insurance providers and brokers;
- Utility providers and utility connection service providers;
- Persons or organisations involved in providing, managing or administering your product or service including independent contractors engaged by us as real estate agents;
- Tradespeople engaged by us to repair or maintain a property owned or leased by you;
- Organisations involved in maintaining, reviewing and developing our business systems, procedures and infrastructure including maintaining or upgrading our computer systems;
- Persons or organisations involved in purchasing part or all of our business;
- Our related companies;
- Organisations involved in the payments systems including financial institutions, merchants and payment organisations;
- The Titles Registry Office or other government agencies;
- The Residential Tenancies Authority;
- Police;

- Tenancy information services or databases;
- Real estate websites;
- Real estate peak bodies;

Whenever it is reasonable or practicable to do so, we will collect your personal information directly from you. Sometimes it will be necessary for us to collect information from a third party or a publicly available source, such as a credit reporting agency, your legal adviser, your past or current employers, your previous lessors or property managers, and tenancy information services or databases.

In the course of providing services to you, it may be necessary for us to enter your personal information into forms generation software and real estate websites. Depending on the terms of use of such software and websites, a third party may acquire rights to use or disclose information entered into the relevant forms or websites.

We may disclose your personal information to recipients within Australia or to overseas recipients. Should information be required to be sent interstate or overseas, we will take steps to protect the privacy of your information.

We need your permission to collect, use and disclose your personal information, and we therefore ask that you sign the consent on the first page of this document to indicate your consent.

In the event that you do not consent to Southgate Realty collecting and releasing your personal information as described above, we may be unable to provide the services requested by you.

Access to, and correction of personal information

You have the right to request access to your information and to request that Southgate Realty update or correct your personal information. A charge may apply for providing access to your information.

Our Privacy Policy contains further information about how you may request access to, and correction of, your personal information.

Contacting Us

You may contact us by mail, email or telephone as follows:



Po Box 330 Chevron Island QLD 4217



0407 378 277



megan@sgrealestate.com.au

Rent Arrears Procedure

To our valued Customer,

Because we value your business, we like to keep you informed of our office procedure in the event a tenant fails to pay rent. Please find following the procedure that is adhered to within our office for rent arrears.

4 days in arrears

Courtesy call, sms or reminder letter/email to our customer

8 days in arrears

RTA Form 11 Notice to Remedy Breach will be served on the tenant and a copy forwarded to the lessor for their records. This notice allows the tenant 7 days to remedy the breach.

Expiry of the Form 11

RTA Form 12 Notice to Leave will be served on the tenant to terminate the tenancy and a copy forwarded to the lessor for their records. The notice period for this form is 7 days.

Expiry of the Form 12

Customer is to handover possession of the property to the Agent. Failure to do so may result in the agent lodging an urgent tribunal application for termination/warrant of possession

We encourage open lines of communication and urge you to contact us immediately if you are unable to meet your rental payment commitments at any stage of your tenancy.

Signatures

(If more than 4 tenants, attach another copy of this form)

Tenant Name:

Signature:

Date:

Tenant Name:

Signature:

Date:

Tenant Name:

Signature:

Date:

Tenant Name:

Signature:

Date:

Agent on behalf of Lessor

Elfbest Pty Ltd t/a Southgate Realty

Signature:

Date:

Consent to receive electronic communication

The *Electronic Transactions Act (Queensland) 2001* (Sections 11 and 12) requires a person/s to provide consent if they agree to receive information via electronic communication.

The preferred email address and facsimile number for the person/s providing consent are:

Email address:

Facsimile number:

By signing this document, the person/s consent to the use of electronic communication as per the email address and/or facsimile number provided above as a method of communication with the named agent below.

Name/s of persons providing consent to receive information via electronic communication:

Name:

Signature:

Date:

Name:

Signature:

Date:

Agency Name: *Elfbest Pty Ltd t/a Southgate Realty*

Name of Agent: *Elfbest Pty Ltd t/a Southgate Realty*

Signature:

Date:

SMOKE ALARM AGREEMENT AND SAFETY SWITCH AGREEMENT

The Tenants at _____

Acknowledge and agree to the following:

SMOKE ALARMS

To comply with Queensland Fire and Rescue Services Legislation the following are responsibilities of the Tenant during the tenancy:

1. The Tenant/s will notify the Agent when a smoke alarm has failed or is about to fail, other than because the battery is flat or almost flat.
2. The Tenant/s will not remove, dispose of, or otherwise tamper with to cease its effectiveness, the smoke alarms installed at the premises unless it is to clean or change the battery.
3. The Tenant/s will ensure that all exits from the property are maintained as clearways so they can be safely and effectively used for escape in the event of a fire.
4. The Tenant/s agree to arrange for the cleaning and testing of each smoke alarm in the dwelling at least once every 12 months.
5. The Tenant/s agree to arrange for the replacement of each battery that is flat or near flat.

SAFETY SWITCH FOR POWER CIRCUIT

1. The Tenant/s agree to test the Safety Switch if installed for the Power Circuit on the Power Board every 3 months. Instructions and information details:

What is a safety switch?

Safety switches are an insurance against electric shock and are designed to prevent injury or death.

They monitor the flow of electricity through a circuit. They automatically shut off the electricity supply when current is detected leaking from faulty switches, wiring or electrical appliances. This stops the chance of current flowing to earth, through a person, electrocuting them.

Installing a safety switch is an inexpensive safety measure that protects everyone.

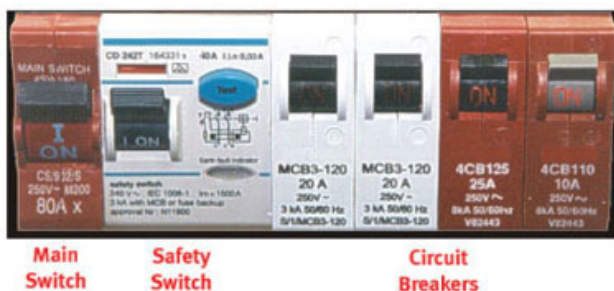
Are safety switches failsafe?

Nothing is failsafe. Safety switches should be regularly checked. Just like a smoke alarm or other safety device, if it is not working properly, it cannot protect.

It is also important to make sure electrical appliances, electrical wiring, extension leads and other electrical equipment are regularly checked and kept in good working order.

How do I know if a safety switch is installed?

Check by looking at the switchboard for a TEST/RESET button. That tells you if there is a safety switch installed. When you open the switchboard you should see something like this:



Typical switchboard – this shows the main switch, safety switch with test button, and four circuit breakers. All homes have circuit breakers or fuses. These are designed to protect the wiring and appliances within the premises. Only safety switches are designed to protect people.

Testing a safety switch

- To test a safety switch, simply press the TEST button.
- This should automatically trip the switch to the 'off' position.
- Reset by pushing the switch back to 'on'.
- If it doesn't work, contact your Property Manager immediately.
- **Carry out the safety switch test every three months.**

Why did it 'trip'?

- If a safety switch turns off the power, it may be that a resident could be using a faulty appliance or the electrical wiring may have become faulty.
- Reset the safety switch. If it trips again, unplug the last appliance used. If everything works okay, take that appliance to a licensed electrical contractor to be checked.
- If the safety switch keeps tripping, disconnect all appliances and plug them in, one at a time, until the faulty one is located.
- **Avoid touching appliances while carrying out this process.**
- [Contact your Property Manager](#) if problems persist.

SIGNED AND ACCEPTED BY TENANT/S - COPY RECEIVED FROM AGENT.

Tenant Name

Signature

Date

Tenant Name

Signature

Date

Tenant Name

Signature

Date

Elfbest t/a Southgate Realty
Agency Name

Signature

Date

PET AGREEMENT

This Agreement is made between:-

Tenants: _____ and Lessor/Lessor's Agent **Elfbest Pty Ltd t/a Southgate Realty:**
Property: _____

On _____ (Date)

In response to the tenant's request, the lessor agrees that the following pet/s may be kept at the premises:

Total number of 4-legged pets ()
(Only list 4-legged animals)

Pet Name: _____
Animal Type: Dog
Breed: _____
Colour: _____
Age: _____
Approx Weight: _____

Pet Name: _____
Animal Type: _____
Breed: _____
Colour: _____
Age: _____
Approx Weight: _____

Pet Name: _____
Animal Type: _____
Breed: _____
Colour: _____
Age: _____
Approx Weight: _____

Are the pets registered with the council ☐ Yes ☐ No which council: _____

The tenant agrees that only the pet/s described above may be kept on the premises. This agreement does not permit additional pets or the replacement of pets.

The tenant agrees:

- That the pet/s shall not be allowed inside the property (Cat ONLY Acceptable)
- That the pet/s shall not be allowed outside of the premises unless on a leash (if applicable)
- That the pet/s will not become an annoyance or source of discomfort to other tenants or neighbours
- To remove any faeces matter from the property including lawns and gardens
- That the pet/s will not do damage to the property
- That the pet/s will not be feed inside the property on carpeted areas
- That it is their responsibility to ensure that there is adequate fencing to secure the pet/s.
- To pest control the property for fleas – Every 12 months – Professional Pest Control. Receipt must be provided.
- That in the event that the described pet is a bird, it shall not be permitted outside of its cage.

The tenant agrees that it will become a condition of the Tenancy Agreement that upon vacating, you will be:

- 1.Responsible for the "PROFESSIONAL pest control" of fleas inside and outside of the property – Receipt must be provided.
- 2.To make good any holes and/or worn out lawn.
- 3.That should there be evidence of pet hair, pet odour or urine smells in the property, it will be professionally treated (cleaned and deodorised) or in extreme cases the carpet and underlay will be replaced in affected areas at the tenants cost.

The tenant accepts full responsibility for any animal that the tenant brings or allows upon the rented premises with or without the consent of the lessor/agent and will be solely liable for all loss and damage or injury suffered by any person who is attacked by any such animal. If any action is brought against the lessor/agent by any person, despite the tenant being responsible as aforesaid, the tenant will indemnify and hold harmless the lessor/agent from any claim, action, suit or demand bought against it/them by any person injured by such animal.

Additional Comments: _____

Tenant/s signature: _____ Date: _____

Tenant/s signature: _____ Date: _____

Agent signature: _____ Date: _____

TENANT INFORMATION SHEET - ANNEXURE "A"

This Tenant Information Sheet has been prepared to highlight important issues during your tenancy. Some of the information is also contained in the terms and conditions of the Tenancy Agreement, which must be read and understood. This Tenant Information Sheet has not been written to contract outside of the Act, void, modify or change any terms and conditions in the Tenancy Agreement or Residential Tenancies Act.

PRE TENANCY INFORMATION RECEIVED

The tenant acknowledges receipt of the Body Corporate By Laws (if applicable), Residential Tenancies Agreement, Condition Report completed by the agent and signed (and the tenant agrees to return the Condition Report within three days), Tenant Information Booklet & property keys.

ROUTINE INSPECTIONS

Our office will carry out periodic inspections on the property to ascertain the condition of the property and necessary maintenance requirements. (Written notice will be given to you on all occasions). We also carry out periodic drive by inspections no notice will be issued for these as we don't require access to the property. These inspections also provide an opportunity for you to point out any problems or maintenance that you think may be necessary. First inspection approx 3 months of start of tenancy and then 6 monthly thereafter.

PETS (IF APPLICABLE)

NO pets are allowed on the property unless you have written consent from the lessor or Agent (noted in your lease agreement). The tenant agrees that should the lessor and our office approve pets to be kept on the premises; a formal pet agreement will be entered into. Failure to enter into a pet agreement will constitute a breach of agreement for the keeping of pets at the property. ANNUAL PEST CONTROL SPRAY FOR FLEAS REQUIRED. If pets are found to be on the property unauthorised then a Form 11 remedy breach notice will be issued to remove the pets and to have the carpets cleaned and a Flea Treatment pest control to remove any evidence/odours from the said pets. A Receipt will need to be provided by the end of the term of the Form 11 Breach Notice.

RENT

The tenant agrees that it is their responsibility to pay rent in advance. Rent is due on or before the due date (the date you have paid rent up to). The tenant agrees to contact the Agent should they not be able to pay rent by the due date. "Please ensure that you retain all receipts for your records". We prefer you to stay 2 weeks in advance at all times. You can pay via direct deposit into our Nominated Bank Account on your Lease Agreement. We would advise you set up a weekly or fortnightly automatic payment.

RENT REVIEW

The tenant agrees to a fair market rent review being carried out on the property every 6 months or at the end of the Tenancy. Any rent increases will be processed in accordance with legislation.

KEYS LOST/LOCKED OUT PROCEDURE

If you find yourself locked out of your property, we do have a MASTER set of keys here you can come and get them to let yourself in and drop back to our office. If the office is not attended you will have to obtain a locksmith at your expense. If you lose your keys or remotes you are responsible to replace them at your cost.

PARKING OF CARS

Cars, motorbikes, boats, trailers and vans are only to be parked in the designated approved areas. It is prohibited to park on the front lawn areas, body corporate common areas (if app.), nature strips or other lawn areas etc. Oil stains on driveways are your responsibility to clean and remove. Should your vehicle have an oil problem, we strongly recommend that you purchase a drip tray. Unregistered vehicles are not to be kept at the property unless they are properly garaged and the only vehicle that you own.

CARPET STAINS & 12 Monthly Clean

The tenant agrees to remove marks and stains on the carpet immediately before serious and permanent damage occurs. It is required that a professional carpet cleaner needs to be engaged to have the carpets professionally cleaned every 12 months with the receipt supplied to our agency.

SMOKING

The tenant agrees that smoking is not permitted inside the property.

TENANT INITIALS HERE:

TERMITE MANAGEMENT

Termites in properties can cause major damage in homes. To assist us with termite management please adhere to the following points. The tenant agrees to report any unusual mud build-ups or mud tracks around the house. The weep holes in the external brickwork of a home are a favourite entry point for termites. It is important that these external weep holes are kept visible. Don't allow garden beds, soil or mulch in gardens to rise about this level. Do not store items against the external wall of the house. Ensure that you report plumbing leaks to our office promptly. If you notice termite mud galleries or other activity, it is extremely important not to disturb or interfere with them.

PEST / VERMIN

It is your responsibility to keep the property clean and tidy to reduce the risk of attracting Mice, Rats, Possums, Cockroaches etc. Most of our owners pay for an annual Pest Spray for Cockroaches and Silverfish. However they are not legally required to do so. With regards to Mice or Rats please **DO NOT** use RAT SACK or similar to poison them as if they die in the walls or ceiling of the property the smell is very difficult to live with! The use of traps is acceptable. Failing that, we would expect that you notify us immediately so we can assess the problem and have a licensed expert remove the problem.

PAINTWORK ON WALLS

The tenant agrees that no nails, screws, hooks, blue tack, sticky tape or tacks are to be fixed to the wall without the written permission of the agent. It is our experience that when these are removed, paint and plaster damage occurs and the tenant will be held responsible. If so you will be required to paint match, patch and paint the damaged areas.

POOL MAINTENANCE (IF APPLICABLE)

The tenant agrees that it is their responsibility to keep the pool in a well-maintained safe condition. The pool must be cleaned and vacuumed, water balanced, filter cleaned and timers set (where fitted). All pool equipment must be accounted for and securely stored. If at any time it is noted that the pool is not being maintained, you will be given 48 hours notice to rectify the problem. Failure to comply with this will result in a professional pool cleaner attending the property. The tenant agrees to pay for any associated costs to restore the pool to its original condition, if caused from tenant neglect. Upon vacating a certificate is to be supplied by a reputable pool service company authenticating the condition of the pool and water.

POOL FENCING

The tenant agrees that if they erect a portable pool at the property they will ensure that the fencing requirements are in accordance with legislation requirement to minimise potential risk.

WATER USAGE CHARGES and EXCESS WATER (IF APPLICABLE)

The tenant agrees to pay for all water usage charges in accordance with the General Tenancy Agreement. Excess Water is deemed to be any amount over the GCCC average.

CONTENTS INSURANCE

It is the tenant's responsibility to insure his or her own belongings and furniture. With the ever-increasing incidence of burglary and theft, we strongly recommend you take out contents insurance.

REPAIRS – ROUTINE OR EMERGENCY

The tenant agrees to notify the Agent of any damage or repairs that may be required on the property. At all times your first contact to organise the repairs must be to our office. If a genuine emergency problem occurs out of the office hours (i.e. Saturday Afternoon, Sunday or after 5.00PM Monday to Friday) please contact-

Plumber: Whywait Plumbing	07 5580 4311
Electrician: Day/Night Electrical Service	07 5596 4300
Locksmith: Surfers Paradise Locksmiths	07 5531 5107
Glass replacement: Affordable 24hr Glass	0419 660 811

All general repairs must be reported to our office in writing. If work is carried out at the premises by a tradesperson, the tenant agrees to contact the Agent to advise that the work has been completed. If a tradesman is required to attend the property and a suitable time has been agreed between the tenant and the tradesman and the tenant is not home, the tenant agrees that they will be charged for the standard service call for attending the property. If a repair request is reported to our office and it is caused by tenant neglect, the tenant agrees to be responsible for the payment of the account. For example, power failure due to one of your faulty appliances, a foreign object blocking toilets or garbage disposal units. It is the tenant's responsibility to replace any blown light globes throughout the property and replace any cracked or broken windows or screens.

TENANT INITIALS HERE:

LAWNS AND GARDENS (IF APPLICABLE)

We have taken the time to ensure that the lawns and gardens are presented in a neat and tidy condition. The tenant agrees to keep the grounds (lawns & garden beds) in the same condition and not to store equipment, boxes or rubbish in the yard as it destroys the lawn and is a place for vermin to live. Failure to maintain the lawns in a neat and tidy condition will result in a professional lawn maintenance company attending the property. The tenant agrees to pay for this cost.

BREAKING OF TENANCY AGREEMENT

We can assist you should you wish to break your tenancy agreement. The following conditions will apply: -
The tenant is responsible for and must pay rent until the property has been relet to a suitable tenant and a binding agreement entered into or until the end of the tenancy agreement, whichever is sooner.

The tenant must pay for a Re Letting Fee equal to one weeks rent + GST. The tenant must also pay for all advertising costs expended by the office in the process of securing a new tenant.

GIVING NOTICE

The tenant agrees that when giving notice it must be **in writing** (in the prescribed form) and handed or emailed /faxed to our office. Notice given via email/Email is acceptable provided we are contacted by Telephone to advise so we can keep an eye out for the said email/fax. The notice is not effective until we receive this form. **Two weeks written notice is required.**

VACATING

Vacate packs will be sent when required with full instructions. The tenant agrees that the premises must be cleaned before vacate, as per our Cleaning Checklist. If using a professional cleaner a receipt must be supplied. The tenant agrees that upon vacating the carpets must be professionally cleaned by a licensed operator, at the tenant's own expense and a copy of the receipt is to be produced.
The Tenant also agrees to allow access to the property to show potential new tenants through the property and for it to be advertised for rent.

TENANCY HICUPS

We respect your rights as a tenant to quiet enjoyment and privacy during your tenancy and we will do our best to help you during our time together. However, should you believe you have a problem, which is not being treated fairly by our staff, please put your complaint **in writing** and we will attend to it promptly.

PRIVACY STATEMENT

Our office is required to collect personal information from you to manage the tenancy. The information collected may be disclosed to the lessor, tradespeople, government departments or bodies, tenant database registers, body corporates, strata managements, referees (real estate agents or lessors), tribunals, courts, insurance companies or other related third parties necessary to manage your property or as required at law. If you would like access to your information or wish to correct incomplete or out of date information, please contact our office.

The tenant(s) agrees that they have read and understood the above information and that this Annexure "A" forms part of the General Tenancy Agreement.

Tenants Signature: _____ Date: _____

Tenants Signature: _____ Date: _____

Tenants Signature: _____ Date: _____

Witness By (Agent): _____ Date: _____

We are here to assist you during your tenancy

Phone: 0407 378 277

Email: megan@sgrealestate.com.au