residential tenancies authority

Internet: www.rta.qld.gov.au

Form 18a
General Tenancy Agreement

Residential Tenancies and Rooming Accommodation Act 2008

Part 1 Tenancy Details

Item 1: **1.1** Lessor

Address for service

C/- Position Property Real Estate

231 Given Terrace, PADDINGTON QLD Postcode **4064**

1.2 Telephone number **(07) 3368 2300**

Facsimile Number **(07) 3368 2368**

Email address **propertymanager@positionproperty.com.au**

Item 2: **2.1** Tenant

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

Postcode

Telephone number

Facsimile Number

See clause 44 of the standard terms.

Email address

Item 3: **3.1** Lessor's Agent (see clause 43)

Position Property Real Estate

Address for service

231 Given Terrace

Paddington, QLD Postcode **4064**

3.2 Telephone number **(07) 3368 2300**

Facsimile Number **(07) 3368 2368**

Email address **propertymanager@positionproperty.com.au**

Item 4: Notices may be given to:

4.1 Lessor	by email	Yes ☐	No ☑	by facsimile	Yes ☐	No ☑
4.2 Tenant	by email	Yes ☑	No ☐	by facsimile	Yes ☐	No ☑
4.3 Lessor's agent	by email	Yes ☑	No ☐	by facsimile	Yes ☑	No ☐

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

Postcode

5.2 Inclusions for the premises

As per Entry Condition Report

Insert inclusions, 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 Tenancy**

Insert "fixed term agreement" or "periodic agreement".

6.2 Starting on / / at **09 : 00AM**

6.3 Ending on / / at **05 : 00PM**

Fixed term agreements only. For continuation of tenancy, see clause 6 of the standard terms.

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Item 7: Rent [ ] a week / ~~fortnight~~ / ~~month~~ Then from [/ /] rent [ ] a week / ~~fortnight~~ / ~~month~~

See clause 8(1) of the standard terms. See clause 8(1) of the standard terms and Clause 53 of the special terms.

Item 8: Rent must be paid on the **Wednesday** day of each **Fortnight**

Insert day, see clause 8(2) of the standard terms. Insert week, fortnight or month.

Item 9: Method of rent payment

Cheque, Money Order, Cash, Telephone Banking / Internet - Bpay Biller Code 21329 (Ref 000273

Insert the way the rent must be paid. See clause 8(3) of the standard terms.

Item 10: Place of rent payment

Office or BPAY - Telephone/Computer via ANZ - Owner Banking Institution

Insert where the rent must be paid. See clause 8(4) to 8(6) of the standard terms.

Item 11: Rental bond [ ]

Insert amount. See clause 13 of the standard terms.

Item 12: **12.1** The services supplied to the premises for which the tenant must pay:

(a) electricity: **Yes**

Write 'yes' or 'no' for each of (a) to (d). See clause 16.

(b) gas: **Yes**

See clause 16.

(c) telephone: **Yes**

See special terms.

(d) any other service that a tenant must pay: **Foxtel (Etc)**

See special terms.

12.2 If the tenant must pay for water supplied to the premises

Yes

Write 'yes or 'no'. See clause 17.

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

(a) electricity [ ]

(b) gas [ ]

Insert how apportion for each is worked out (for example the tenant must pay a percentage of the total charge). See clause 16(c) of the standard terms.

(c) telephone [ ]

See special terms.

(d) any other service stated in item 12.1(d) [ ]

See special terms.

Item 14: How services must be paid for (insert for each how the tenant must pay)

(a) electricity [ ]

See clause 16(d) of the standard terms.

(b) gas [ ]

See clause 16(d) of the standard terms.

(c) telephone [ ]

See special terms.

(d) any other service stated in item 12.1(d) [ ]

See special terms.

Item 15: Number of persons allowed to reside at the premises [ ]

Insert number. See clause 23 of the standard terms.

Item 16: **16.1** Are there any body corporate by-laws applicable to the occupation of the premises by a tenant?

No

If body corporate by-laws apply, write 'yes' or 'no'. See clause 22.

16.2 Indicate whether the tenant has been given a copy of the relevant by-laws.

No

See clause 22 of the standard terms.

Item 17: **17.1** Pets approved **No**

Write 'yes' or 'no'. See clause 24(1) of the standard terms.

17.2 The types and number of pets that may be kept:

Type	Number

See clause 24(2) of the standard terms.

Item 18: Nominated repairers:

(a) Electrical repairs	**Kev Sellwood Electrical - Emergency**	Telephone	**(07) 3369 4411**
(b) Plumbing repairs	**Conrad Martens Plumbing - Emergency**	Telephone	**(07) 3878 4444**
(c) Other	**Neil T Fallon**	Telephone	**(07) 3846 3666**

Insert name and telephone number for each. See clause 31 of the standard terms.

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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 -

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

Ÿ 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).

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 -

Ÿ the lessor's address for service

Ÿ 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

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(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 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.

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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.

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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

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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 -

Ÿ wear that happens during normal use

Ÿ 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.

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Part 3 Special Terms

45 Condition of Premises

The Lessor shall ensure the premises are in a reasonable state of repair and treated as necessary by a licensed pest controller.

46 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 bin provided by the local authority and put the bin out for collection on the designated day for collector 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) To maintain any swimming pool or spa (if applicable) in its condition as at the date of this Agreement such maintenance to include the cost of chemicals necessary to maintain the condition of the pool.

(h) To only operate any machinery, plant or equipment on the premises in accordance with the lessors or manufacturers instructions.

(i) Not to intentionally or negligently damage the premises or any part of the premises.

(j) 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 with a copy of the key or access codes.

(k) 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 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

(l) To replace all broken glass including blown light bulbs and fluro tubes and ensure all are in a working condition at the end of the tenancy.

47 During Occupancy

(1) The tenant agrees that only the persons nominated in Part 3 (Special Terms) 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/Agent for any other persons to reside on the premises during the tenancy.

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

48 End of Occupancy

The tenant will at the conclusion of the tenancy have complied with the requirements of Clause 46 in all respects and in addition on vacating the premises the tenant will:

(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) Have all carpets shampooed and/or steam cleaned by a qualified carpet cleaner on the last day of the tenancy.

(c) Repair all and any damage to the premises including damage (if any) caused by pets.

(d) Remove all the tenants 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) Written evidence of requirements (b), (c), (f) & (h) should be provided to the Lessor/Agent on or before vacating.

(h) Where bottled gas is used the tenant will maintain the supply and leave not less than one full cylinder upon vacating the premises.

(i) Where tank water is used the tenant will ensure the tank contains a like quantity of water at the end of the tenancy as it did at the beginning.

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

49 Breach of Tenancy

(1) If at the end of the tenancy the tenant is in breach of the obligations under this tenancy agreement giving rise to a claim for compensation by the lessor the lessor may rectify such breach and claim the cost of such rectification from the rental bond or the lessee, subject to the provisions of the Act.

(2) Should the agreement be terminated by the tenant or a tenant's breach of the agreement before the ending date of this agreement the tenant agrees to pay reasonable costs in accordance with Clause 7 of this agreement and to pay the rent, fees and expenses related to this agreement and continue to fulfil their obligations under this agreement until another General Tenancy Agreement is entered into by the Lessor/Agent for the Premises or until the Tenant/s General Tenancy Agreement Expires, whichever is the sooner.

(3) The Tenant will be liable to pay costs associated with the failure by the Tenant to comply with the Tenant's obligations in respect of Clause 46 and this agreement generally.

50 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 will pay to the lessor any excess or premium increase charged by the lessor's Insurance Company and any other costs or expenses as a result of the acts or omissions of the tenant or persons on the premises with the consent of the tenant.

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

51 Liability Statement

The Lessor will not 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 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.

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52 Interpretation

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

53 Notice of Rent Increases

The Tenant agrees:

(a) If Item 7 allows for an increase in rent, the rental may be increased before the term ends and such increase shall be either the fixed increase as set out in Item 7 or if no fixed increase is inserted a sum equal to the increase in the Consumer Price Index (CPI) as a percentage from the date of commencement to the date of increase plus any increase in property outgoings. The increased rent will be paid on the due date in Item 7. Advice will be forwarded by the managing agent two months prior to the due date advising of a rental increase based on CPI and the date of such increase.

(b) on acceptance and renewal of the term the base rent will be determined in accordance with fair market rent.

54 Provision of Documents

By signing this Agreement all parties agree to having given prior approval, in accordance with the *Electronic Transactions (Queensland) Act 2001,* for electronic transmission of this Agreement and any other related agreements, for signing purposes or otherwise, as far as such means of communication have been indicated in this document (ie. Facsimile numbers & email addresses).

55 Inspections

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. Such photos will be used solely for the purposes of identifying any damage or defects that become apparent during the inspection and may be distributed to people involved in rectification including the Landlord of the rental Premises. Such 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.

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Part 3 (cont.) Special Terms

Insert any special terms here. See clauses 2(3) to 2(5).

Special Conditions:
(a) Were inserted under instruction by a party to this Agreement; and/or
(b) Precedents used by the Agent as Special Conditions were prepared by an Australian Legal Practitioner, not by the Agent who gives no warranty in respect of same and in accordance with the Warning, above the Signing area herein; legal advice should be sought as to the meaning and effect of such Special Conditions before signing.

Smoking - House
1. No smoking by any Tenant or guest is permitted in the indoor areas of the Premises.
==========
Water Usage Charge - Excess Usage
1. Where Item 12.2 and Clause 17(3) of the Standard Terms apply and the Tenant's water usage is more than a reasonable quantity of water determined in accordance with Section 169 (4)(a-e), the Tenant will be liable to pay for such excess.
2. The parties agree in terms of Section 169(4)(a-e) a reasonable quantity of water usage shall be 400 litres per day or 2800 litres per week and all water used in excess of that amount will be paid for by the Tenant at the applicable rate charged by the relevant local authority from time to time. The current applicable rate being $1.35per kilolitre.
==========

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

The tenant must receive a copy of the information statement and a copy of any applicable by-laws if copies have not previously been given to the tenant.

WARNING: By signing this Agreement the parties confirm that no legal advice as to the conditions contained herein was provided by the Agent. The parties further agree that any Special Conditions or Clauses were inserted at the specific request of the relevant parties and the Agent gave no legal advice about same.
The parties have been advised to seek legal advice with respect to this Agreement, including Special Conditions.

Signed by the lessor/lessor's agent

Name of lessor/lessor's agent

Position Property Real Estate

Signature of lessor/lessor's agent

on the day of ,

in the presence of (witness)

Signed by the tenant

Name of the tenant

Signature of the tenant

on the day of ,

in the presence of (witness)

Signed by the tenant

Name of the tenant

Signature of the tenant

on the day of ,

in the presence of (witness)

Signed by the tenant

Name of the tenant

Signature of the tenant

on the day of ,

in the presence of (witness)

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