



Kerrylea Realty Forest Lake

# Leasing a property through Century 21 Kerrylea Realty.

The following information is provided to assist you in your application. To ensure a trouble free application, supply and complete as much as possible to ensure a quick response to your rental application.

## Please return:

- Fully completed application form (**I can not start until all paperwork is supplied**)
- Proof of income and/or Employment
- Current drivers license or Passport
- Documents for one hundred point id
- Any other information that you believe may be pertinent

## Important information available on [www.kerrylea.info/tenforms.htm](http://www.kerrylea.info/tenforms.htm)

- Please read the Form 17a
- Please read the form 18a (part of the application form)

## How to lodge your application:

- In person - Drop into our office.
- Fax - 07 3372 5927.
- By Mail - Po Box 4200 Forest Lake Qld 4078
- Scan and email (please call to say you have emailed)

## Our Office Hours:

Monday to Friday 9:00am to 5:00pm

Saturday 9.00am to 12.00pm

## Our Office Address:

Century 21 Kerrylea Realty  
West Grand Place  
2 / 152 Woogaroo Street  
Forest Lake Qld 4078

## Our Postal Details:

Century 21 Kerrylea Realty  
Property Management  
P O Box 4200  
Forest Lake Q 4078

## Darryn Harrison

Agency / Property Manager  
Century 21 Kerrylea Realty  
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Email: [darryn@kerrylea.info](mailto:darryn@kerrylea.info)  
Website: [www.kerrylea.info](http://www.kerrylea.info)



# Application for Residential Tenancy

Century 21 Kerrylea Realty Forest Lake  
2 / 152 woogaroo Street Forest Lake Q 4078



Property Address:

Applicant details:

Full Name:		
Have you been known by any other name? Yes / No	Phone (H):	
If yes list names:	Phone (W):	
Drivers Licence Number:	State:	Mobile:
Passport Number:	Country:	Date of birth:
Total number of applicants applying for property:	Email:	

Have you any dependants? Yes / No	Age/s of Dependants:
Dependants Name/s:	

Current address	Phone:
Current Agent/Lessor	Fax:
Agent/Lessor address	Rent per week:
Period at premises:	Bond held:

Previous address	Phone:
Previous Agent/Lessor	Fax:
Agent/Lessor address	Rent per week:
Period at premises:	Bond held:

Personal References (Please do not list relatives)

Name:		Phone (H):
Address:		Phone (W):
Relationship:	How long know?	Mobile:

Name:		Phone (H):
Address:		Phone (W):
Relationship:	How long known?	Mobile:

Next of Kin:(Please provide details of preferred person to be contacted in the event of an emergency.)

Name:		Phone (H):
Address:		Phone (W):
Relationship:	How long known?	Mobile:

Pets

Do you have any pets Yes / No	Type:	Number:
Are you pets registered with the council Yes / No	Which council:	

Current Employment Details

Occupation:	Length of employment:
Employer:	Net weekly income:
Address:	Phone 1:
Name of best contact person in authority:	Phone 2:

Self Employed

Business Name:	ABN:
Address:	How long :
Accountants Name:	Phone:

Business References: (Only if Self Employed)

Name:	Business Name:	Phone:
Name:	Business Name:	Phone:

If you are a student

Name of University, Tafe or school you attend:

Student ID number: Overseas Student Yes / No Visa Expiry Date:

Please advise the following by selecting Yes or No and provide details as required:

Have you ever been evicted by any agent/lessor? Yes / No  
 If Yes - advise details:

Was you bond rental bond refunded at your last address? Yes / No  
 If No - advise details:

Are you in any debt to another agent/lessor? Yes / No  
 If Yes - advise details:

Is there any reason known to you that would effect your ability to pay rent? Yes / No  
 If Yes - advise details:

You are required to meet a 100 point identification criterion upon submission of your application, and the agent/lessor may photocopy any item and retain as part of your application.

Medicare card	10 Points:	<input type="text"/>
Birth certificate	10 Points:	<input type="text"/>
Motor Vehicle Registration Papers	10 Points:	<input type="text"/>
Bank Statement	30 Points:	<input type="text"/>
Recent utility accounts	30 Points:	<input type="text"/>
Drivers Licence	40 Points:	<input type="text"/>
Passport	40 Points:	<input type="text"/>
18+ Card	40 Points:	<input type="text"/>
Last 4 rent receipts	40 Points:	<input type="text"/>
Tenant ledger / RTA rental bond history statement	40 Points:	<input type="text"/>
<u>Total points of identification</u>		<input type="text"/>

You will also be required to supply the agency with proof of your income with your application.

Employed: Last TWO pay slips.

Self employed: Bank Statements, Group Certificate, or accountant's letter.

Not Employed: Centrelink Statement

The applicant acknowledges the they have received or have available to them from the agent/lessor The from 17a, 18a, by laws (if applicable) before signing this application. Yes / No

The applicant acknowledges that one applicant form has to be completed per person applying. Yes / No

The applicant acknowledges the Privacy Act Acknowledgement. Yes / No

The applicant acknowledges that the previous agent will be contacted for a reference. Yes / No

The applicant acknowledges that one weeks rent as a holding deposit must be paid upon approval. Yes / No

I wish to undertake a tenancy for a period of \_\_\_\_\_ months, to commence on the \_\_\_ / \_\_\_ / \_\_\_\_\_ at a rental price of \$ \_\_\_\_\_ per week. I understand that I am to pay a rental bond of \$ \_\_\_\_\_ before I take possession of the premises and sign a tenancy agreement.

Applicants Full Name: \_\_\_\_\_

Applicants Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Office Use Only

Personal Reference Checked	<input type="checkbox"/>	Identification checked	<input type="checkbox"/>
Tenancy Data Base Checked	<input type="checkbox"/>	Employment confirmed	<input type="checkbox"/>
Previous Agent Reference Faxed	<input type="checkbox"/>	Lessor Notified - Approved	<input type="checkbox"/>
Previous Agent Reference Received	<input type="checkbox"/>	Applicant Notified	<input type="checkbox"/>

# CENTURY 21 KERRYLEA REALTY

Shop 2 / 152 Woogaroo Street Forest Lake Qld 4078



## PRIVACY DISCLOSURE STATEMENT

Century 21 Kerrylea Realty Forest Lake is an independently owned and operated business. We are bound by the National Privacy Principles. We collect personal information about you in this form to assess your application for a residential tenancy. We may need to collect information about you from your previous landlords or letting agents, your current or previous employer and your referees. We may disclose personal information about you to the owner of the property to which this application relates. If this application is successful we may disclose your details to service providers relevant to the tenancy relationship including but not limited to, maintenance contractors and the landlord's insurers. You have the right to access personal information that we hold about you by contacting the principle of Century 21 Kerrylea Realty in writing to PO Box 4200 Forest Lake Qld 4078.

## APPLICANTS ACKNOWLEDGMENT AND AUTHORISATION

I, the applicant, declare that the above information is true and correct and that I have supplied it of my own free will. I acknowledge that my personal contents insurance is not covered under any lessor insurance policy/s and understand that it is my responsibility to insure my own personal belongings. I understand that you as the agent/lessor have collected this information for the purpose of determining whether I am suitable tenant for the property - in particular to check my identification, my ability to care for the property, my character and my creditworthiness. For such purposes, I authorise Century 21 Kerrylea Realty Forest Lake and staff to contact the persons named in the application, and you undertake such enquiries and searches (including tenancy databases searches) as you consider reasonably necessary. In doing so, I understand that information provided by me may be disclosed to, and further information obtained from, referees named in this application and either relevant third parties. I authorise Century 21 Kerrylea Realty Forest Lake to pass on my personal information to a tenancy data base and when requested to a debt collection agency if I am in default of my agreement.

- I acknowledge and accept that if this application is denied, the agent is not legally obliged to provide reasons as to why.
- I acknowledge that in order to process my application, this form along with Application for Residential Tenancy Form must be signed and dated.
- I acknowledge that only fully completed applications supplied with requested copies of 100 point id and proof of income will be processed.
- In addition, photo identification must be supplied.
- I understand that all people over the age of 18 years wishing to reside in the premises are required to complete a separate application form and present photo identification. This also includes adult children.
- I confirm that I have inspected the property and accept the condition of the property at inspection.
- I acknowledge that upon communication of the acceptance of the application by the landlord or the agent that this tenancy shall only be binding once a General Tenancy Agreement is signed.
- I understand that one weeks rent will be required within 24 hours of being accepted as a holding deposit until a General Tenancy agreement is enter in to. The holding deposit will be forfeited if I do not enter into a General Tenancy Agreement.
- I further agree that we will attend an appointment at the agent's office for the signing of the General Tenancy Agreement immediately upon being called to do so by the Agent. I/We acknowledge that this appointment should be no later than within 48 hours of acceptance of the application.
- I understand the agent will be explaining many tenancy related issues at this appointment for the signing of the tenancy Agreement which is anticipated to last approximately one hour.
- I acknowledge that the agent does not accept eftpos or credit cards and only accepts Cash / Bank cheques / money orders or bank transfers for the holding deposit and bond.
- I acknowledge that a bond of four weeks rent and an additional one week's rent must also be paid prior to taking occupation of the premises. These funds must be cleared funds before the keys to the home can be released to me.

Address of Property: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## 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 4.2; 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 Act 1994* (**the Act**), section 38, 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 section 109 to 111; or
  - the tenant does not sign and return the entry condition report to the lessor or the lessor's agent under section 42.

#### 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 item 2.
- (2) Each lessor named in item 1 must perform all of the lessor's obligations under this agreement.
- (3) Each tenant named 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 5.2.
- (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 – s42

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

*Note:* A well completed entry 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.

#### 6 Continuation of fixed term agreement – s 46

- (1) This clause applies if –
  - (a) this agreement is a fixed term agreement and a special term does not provide for this agreement to continue after the term ends; and
  - (b) a notice to leave, a notice of intention to leave or an abandonment termination notice has not been given by the lessor or the tenant to the other party before the day the term ends; and
  - (c) the tenant continues to occupy the premises after that day.
- (2) This agreement, other than a term about this agreement's term, continues to apply on the basis that the tenant is holding over under a periodic tenancy.  
*Note:* For more information about the notices, see the information statement.

#### 7 Costs may apply to early ending of fixed term agreement – s 96(1A)

- (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 230, 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 47 and 48

- (1) The tenant must pay the rent stated in this agreement for item 6.
- (2) The rent must be paid at the times stated in this agreement for item 7.
- (3) The rent must be paid –
  - (a) in the way stated in this agreement for item 8; or
  - (b) in another 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 8 or no other way agreed – in an approved way under section 47<sup>1</sup>.
- (4) The rent must be paid at the place stated in this agreement for item 9.
- (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 9 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 49

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 49(2), the lessor or 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 – s 53

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

<sup>1</sup> Section 47 (How rent to be paid) of the Act

- (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 –
  - (a) for a periodic agreement – 2 months after the notice is given; or
  - (b) for a fixed term agreement – 1 month after the notice is given.
- (4) Subject to an order of a tribunal under section 53A<sup>2</sup>, 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 53A**

- (1) If a notice of proposed rent increase is given and the tenant considers the increase is excessive, the tenant may, under section 53A, apply to a tribunal for an order setting aside or reducing the increase.
- (2) However, the application must be made –
  - (a) for a periodic agreement – within 30 days after the notice is received; or
  - (b) for fixed term agreement – before the term ends.

#### **12 Rent decreases – s 54**

Under section 54, 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 57 and 59**

- (1) The tenant must, when the tenant signs this agreement, pay to the lessor or the lessor's agent any rental bond stated in this agreement for item 10.
- (2) However, a special term may require the bond to be paid at another stated time or by stated instalments.  
*Note:* There is a maximum bond that may be required. See section 77 and the information statement.
- (3) 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.
- (4) 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 65 to 74. Delay in applying may mean that payment is made on another application for payment.

#### **14 Increase in bond – s 83**

- (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 a day by which the increase must be made.
- (3) For sub-clause (2), the day must be at least 1 month after the tenant is given the notice.

<sup>2</sup> Section 53A (Tenant's application to tribunal about rent increase) of the Act

### **Division 5 Outgoings**

#### **15 Outgoings – s 89**

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.

#### **16 General service charges – ss 90 and 91**

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 11.1; and
- (c) either –
  - (i) the premises are individually metered for the service; or
  - (ii) this agreement states for item 12 how the tenant's apportionment of the cost of the service is to be worked out; and
- (d) this agreement states for item 13 how the charge may be recovered by the lessor from the tenant.

*Note:* Section 91(3) limits the amount the tenant must pay.

#### **17 Water service charges - ss 90(1A) and 91A**

- (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 11.2 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 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 91A of the Act.

*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 94(3A)(a) to (e) of the Act.
- (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 99**

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 *Standard Building Regulation 2006* before the premises can lawfully be occupied
- the zoning of the land might prevent use of the land as a residence.

### 19 Vacant possession and quiet enjoyment – ss 100 and 101

- (1) The lessor must ensure the tenant has vacant possession of the premises (other than a part of the premises that, under a special term, the tenant does not have a right to occupy exclusively) on the day the tenant is entitled to occupy the premises under this agreement.
- (2) The lessor must take reasonable steps to ensure the tenant has quiet enjoyment of the premises.
- (3) The lessor or 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 109 to 114

The lessor or the lessor's agent may enter the premises during the tenancy only under sections 109 to 114<sup>3</sup>.

*Note:* See the information statement for details.

### 21 Tenant's use of premises – ss 6 and 102

- (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 45

- (1) The lessor must give the tenant a copy of any body corporate by-laws under the *Body Corporate and Community Management Act 1997* 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 14 may reside in the premises.

### 24 Pets

- (1) The tenant may keep pets on the premises only if this agreement states for item 16.1 that pets are approved.
- (2) If this agreement states for item 16.1 that pets are approved and this agreement states for item 16.2 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.

<sup>3</sup> Sections 109 (Grounds for entry), 110 (Notice of entry), 111 (General qualifications about entry), 112 (Rules of entry), 113 (Entry under order of tribunal) and 114 (Unlawful entry of premises) of the Act.

## Subdivision 2 Standard of premises

### 25 Lessor's obligations – s 103

- (1) At the start of the tenancy, the lessor must ensure –
  - (a) the premises are clean and fit for the tenant to live in and are in good repair; and
  - (b) 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 good repair and in a way that the premises remain fit for the tenant to live in; and
  - (b) ensure any law dealing with issues about the health or safety of persons using or entering the premises is complied with; and
  - (c) keep any common area included in the premises clean.

*Note:* For details about the maintenance, see the information statement.
- (3) In this clause –

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

### 26 Tenant's obligations – s 106(1A) and (2)

- (1) The tenant must keep the premises clean, having regard to their condition at the start of the tenancy.
- (2) The tenant must not intentionally, maliciously or negligently damage, or allow someone else to intentionally, maliciously or negligently damage, the premises.

## Subdivision 3 The dwelling

### 27 Supply of locks and keys – s 120

- (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).

### 28 Changing locks – ss 121 and 122

- (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.

### 29 Fixtures or structural changes – ss 117 to 119

- (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 this 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).

## Subdivision 4 Damage and repairs

### 30 Meaning of emergency and routine repairs – ss 123A and 123B

- (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 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 124

- (1) The lessor's nominated repairer for emergency repairs of a particular type may be stated either –
  - (a) in this agreement for item 17; 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 125

- (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 126 and 127

- (1) The tenant may arrange for a suitably qualified person to make emergency 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 127(2) and (3) and 128 and the information statement.

## Division 7 Restrictions on transfer or subletting by tenant

### 34 General – ss 144 and 146

- (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 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.

*Note:* See clause 36 and the information statement for more information on how a tenancy may be terminated under the Act.

### 35 State assisted lessor or employees of lessor – s 143

- (1) This clause applies if the lessor is an entity receiving assistance from the State to supply rented accommodation or if 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 Termination – s 151

This agreement terminates 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 for the premises; 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 for the premises; or
- (d) a tribunal makes an order terminating this agreement; or
- (e) the tenant abandons 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.

### 37 Condition premises must be left in – s 106(3)

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 115(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 address, tell the lessor or the agent the tenant's new residential or postal 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 42A

- (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 2 copies 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 copies of the report –
- sign the copies; and
  - 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 copies in an appropriate way; and
  - either –
    - if the tenant has given a forwarding address to the lessor or agent – return a copy to the tenant at the address; or
    - if a forwarding address has not been given – keep the copies.
- (3) The lessor or agent must keep a copy of the condition report signed by both parties for at least 6 months after this agreement ends.

#### 41 Goods or documents left behind on premises – ss 230A to 230C

- (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 230A to 230C<sup>4</sup> of the Act.

*Note:* For details of the lessor's obligations under sections 230A to 230C, 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 No other payments required from tenant – s 95A

The lessor or lessor's agent must not ask for or receive from the tenant or anyone else an amount for entering into, extending or continuing this agreement, other than an amount for rent, a rental bond, or a fee or other amount required or permitted to be paid under the Act.

#### 43 Costs – s 39(6)

The lessor must pay all costs of preparing this agreement.

#### 44 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:
- stand in the lessor's place in any application to a tribunal by the lessor or the tenant; or
  - do any thing else the lessor may do, or is required to do, under this agreement.

#### 45 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.

<sup>4</sup> Sections 230A (Goods left on premises), 230B (Documents left on premises) and 230C (Application about goods left on premises) of the Act

- (3) A notice may be given to a party to this agreement or the lessor's agent –
- by giving it to the party or agent personally; or
  - 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 by sending it by facsimile to the address.
- (4) 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.
- (5) A party or the agent may change his or her address for service only by giving notice to each other party of a new address for service.
- (6) On the giving of a notice of new address for service for a party or the lessor's agent, the address for service stated in the notice is taken to be the party's or agent's address for service stated in this agreement for item 1, 2 or 3.
- (7) Unless the contrary is proved –
- a notice left at an address for service under this clause is taken to have been received by the party to whom the address relates when the notice was left at the address; and
  - 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
  - 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.

### Part 3 Special Terms

The Special Terms in Part 3 have been adopted and approved by The Real Estate Institute of Queensland Ltd.

#### 46 Occupation and use of premises

The tenant must not permit persons other than the persons nominated in the additional terms to reside at the premises.

#### 47 Care of the premises by the tenant

- (1) During the tenancy, the tenant must-
- not do anything that might block any plumbing or drains on the premises;
  - 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;
  - 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;
  - 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);
  - keep the premises free from pests and vermin;
  - 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 29;
  - not intentionally or negligently damage the premises and inclusions;
  - only hang clothing and other articles outside the premises in areas designated by the lessor or the lessor's agent;
  - 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;
  - not interfere with nor make non-operational any facility that may be provided with the premises (eg. smoke alarms, fire extinguishers, garden sprinkler systems, hoses etc).
- (2) The obligations of the tenant at the end of the occupancy regarding the condition of the premises include -
- having the carpets shampooed/steam cleaned -

- (i) to the same standard they were in at the start of the tenancy, fair wear and tear excepted; and
  - (ii) on the last day of the occupancy; and
  - (iii) giving the lessor or lessor's agent a copy of any 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.

#### **48 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 keycard's and/or any remote controls to the lessor or the lessor's agent at the end of the tenancy.

#### **49 Early termination by tenant**

If the tenancy is breached before the end of the tenancy specified in item 5 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 5 whichever is the earlier; and
- (b) the reasonable costs (including advertising costs) of re-letting and attempting to re-let the premises. (Sections 96(1A) and 250).

#### **50 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; and

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 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.

#### **52 Tenant's Insurance**

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

#### **53 Smoke Alarm Obligations**

The tenant must-

- (1) Test each smoke alarm in the premises-
- (a) at least once every 12 months; or
  - (b) if a fixed term tenancy is of less than 12 months duration, but is held over under a periodic tenancy of 12 months or more, at least once in the 12 month period:
    - (i) For an alarm that can be tested by pressing a button or other device to indicate whether the alarm is capable of detecting smoke - by pressing the button or other device;
    - (ii) Otherwise, by testing the alarm in the way stated in the Information Statement (RTA Form 17a) provided to the tenant/s at the commencement of the tenancy.
- (2) Replace each battery that is spent, or that the tenant/s is aware 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 tenants becomes 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
- (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 17) to meet the tenant/s obligations listed under this clause, such engagement shall be at the tenant/s own cost and expense.

### Part 3 Special Terms

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

Name of approved occupants

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.

#### Signed by the lessor/lessor's agent

Name of lessor/lessor's agent

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)