



ATLAS
LAWYERS

Form 2 Disclosure Statement

A Comprehensive Collection of Certificates and
Documents, including Form 2 Disclosure Statement.

Seller disclosure statement

Property Law Act 2023 section 99

Form 2, Version 1 | Effective from: 1 August 2025

WARNING TO BUYER – This statement contains important legal and other information about the property offered for sale. You should read and satisfy yourself of the information in this statement before signing a contract. You are advised to seek legal advice before signing this form. You should not assume you can terminate the contract after signing if you are not satisfied with the information in this statement.

WARNING – You must be given this statement before you sign the contract for the sale of the property.

This statement does not include information about:

- » flooding or other natural hazard history
- » structural soundness of the building or pest infestation
- » current or historical use of the property
- » current or past building or development approvals for the property
- » limits imposed by planning laws on the use of the land
- » services that are or may be connected to the property
- » the presence of asbestos within buildings or improvements on the property.

You are encouraged to make your own inquiries about these matters before signing a contract. You may not be able to terminate the contract if these matters are discovered after you sign.

Part 1 – Seller and property details

Seller Christopher Michael Sunnex

Property address 3/2-4 Mountain View Avenue, Miami QLD 4220
(referred to as the
“property” in this
statement)

Lot on plan description 3/SP117867

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

☒ Yes

☐ No

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

If No, please disregard Part 6 of this statement as it does not need to be completed

Part 2 – Title details, encumbrances and residential tenancy or rooming accommodation agreement

Title details

The seller gives or has given the buyer the following—

A title search for the property issued under the *Land Title Act 1994* showing interests registered under that Act for the property.

☒ Yes

A copy of the plan of survey registered for the property.

☒ Yes

Registered encumbrances	Registered encumbrances, if any, are recorded on the title search, and may affect your use of the property. Examples include easements, statutory covenants, leases and mortgages. You should seek legal advice about your rights and obligations before signing the contract.
Unregistered encumbrances (excluding statutory encumbrances)	There are encumbrances not registered on the title that will continue to ☐ Yes ☒ No affect the property after settlement. Note—If the property is part of a community titles scheme or a BUGTA scheme it may be subject to and have the benefit of statutory easements that are NOT required to be disclosed. Unregistered lease (if applicable) If the unregistered encumbrance is an unregistered lease, the details of the agreement are as follows: » the start and end day of the term of the lease: » the amount of rent and bond payable: » whether the lease has an option to renew: Other unregistered agreement in writing (if applicable) If the unregistered encumbrance is created by an agreement in ☐ Yes writing, and is not an unregistered lease, a copy of the agreement is given, together with relevant plans, if any. Unregistered oral agreement (if applicable) If the unregistered encumbrance is created by an oral agreement, and is not an unregistered lease, the details of the agreement are as follows:
Statutory encumbrances	There are statutory encumbrances that affect the property. ☒ Yes ☐ No <i>If Yes, the details of any statutory encumbrances are as follows:</i> The lot may be subject to statutory rights of entry, inspection, maintenance and installation in favour of statutory authorities including but not limited to Energex, Ergon Energy, Telstra, NBN Co, Queensland Urban Utilities, Unitywater and local government under relevant legislation.
Residential tenancy or rooming accommodation agreement	The property has been subject to a residential tenancy agreement or a rooming accommodation agreement under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> during the last 12 months. ☒ Yes ☐ No If Yes, when was the rent for the premises or each of the residents' rooms last increased? (<i>Insert date of the most recent rent increase for the premises or rooms</i>) 25/07/2025 Note—Under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> the rent for a residential premises may not be increased earlier than 12 months after the last rent increase for the premises. As the owner of the property, you may need to provide evidence of the day of the last rent increase. You should ask the seller to provide this evidence to you prior to settlement.

Part 3 – Land use, planning and environment

WARNING TO BUYER – You may not have any rights if the current or proposed use of the property is not lawful under the local planning scheme. You can obtain further information about any planning and development restrictions applicable to the lot, including in relation to short-term letting, from the relevant local government.

Zoning

The zoning of the property is (*Insert zoning under the planning scheme, the Economic Development Act 2012; the Integrated Resort Development Act 1987; the Mixed Use Development Act 1993; the State Development and Public Works Organisation Act 1971 or the Sanctuary Cove Resort Act 1985, as applicable*):

Medium Density Residential

Transport proposals and resumptions

The lot is affected by a notice issued by a Commonwealth, State or local government entity and given to the seller about a transport infrastructure proposal* to: locate transport infrastructure on the property; or alter the dimensions of the property.

☐ Yes

☒ No

The lot is affected by a notice of intention to resume the property or any part of the property.

☐ Yes

☒ No

If Yes, a copy of the notice, order, proposal or correspondence must be given by the seller.

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

Contamination and environmental protection

The property is recorded on the Environmental Management Register or the Contaminated Land Register under the *Environmental Protection Act 1994*.

☐ Yes

☒ No

The following notices are, or have been, given:

A notice under section 408(2) of the *Environmental Protection Act 1994* (for example, land is contaminated, show cause notice, requirement for site investigation, clean up notice or site management plan).

☐ Yes

☒ No

A notice under section 369C(2) of the *Environmental Protection Act 1994* (the property is a place or business to which an environmental enforcement order applies).

☐ Yes

☒ No

A notice under section 347(2) of the *Environmental Protection Act 1994* (the property is a place or business to which a prescribed transitional environmental program applies).

☐ Yes

☒ No

Trees

There is a tree order or application under the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011* affecting the property.

☐ Yes

☒ No

If Yes, a copy of the order or application must be given by the seller.

Heritage

The property is affected by the *Queensland Heritage Act 1992* or is included in the World Heritage List under the *Environment Protection and Biodiversity Conservation Act 1999* (Cwlth).

☐ Yes

☒ No

Flooding

Information about whether the property is affected by flooding or another natural hazard or within a natural hazard overlay can be obtained from the relevant local government and you should make your own enquires. Flood information for the property may also be available at the [FloodCheck Queensland](#) portal or the [Australian Flood Risk Information](#) portal.

Vegetation, habitats and protected plants

Information about vegetation clearing, koala habitats and other restrictions on development of the land that may apply can be obtained from the relevant State government agency.

Part 4 – Buildings and structures

WARNING TO BUYER – The seller does not warrant the structural soundness of the buildings or improvements on the property, or that the buildings on the property have the required approval, or that there is no pest infestation affecting the property. You should engage a licensed building inspector or an appropriately qualified engineer, builder or pest inspector to inspect the property and provide a report and also undertake searches to determine whether buildings and improvements on the property have the required approvals.

Swimming pool

There is a relevant pool for the property.

☐ Yes

☒ No

If a community titles scheme or a BUGTA scheme – a shared pool is located in the scheme.

☐ Yes

☒ No

Pool compliance certificate is given.

☐ Yes

☐ No

OR

Notice of no pool safety certificate is given.

☐ Yes

☐ No

Unlicensed building work under owner builder permit

Building work was carried out on the property under an owner builder permit in the last 6 years.

☐ Yes

☒ No

A notice under section 47 of the Queensland Building and Construction Commission Act 1991 must be given by the seller and you may be required to sign the notice and return it to the seller prior to signing the contract.

Notices and orders

There is an unsatisfied show cause notice or enforcement notice under the *Building Act 1975*, section 246AG, 247 or 248 or under the *Planning Act 2016*, section 167 or 168.

☐ Yes

☒ No

The seller has been given a notice or order, that remains in effect, from a local, State or Commonwealth government, a court or tribunal, or other competent authority, requiring work to be done or money to be spent in relation to the property.

☐ Yes

☒ No

If Yes, a copy of the notice or order must be given by the seller.

Building Energy Efficiency Certificate

If the property is a commercial office building of more than 1,000m², a Building Energy Efficiency Certificate is available on the Building Energy Efficiency Register.

Asbestos

The seller does not warrant whether asbestos is present within buildings or improvements on the property. Buildings or improvements built before 1990 may contain asbestos. Asbestos containing materials (ACM) may have been used up until the early 2000s. Asbestos or ACM may become dangerous when damaged, disturbed, or deteriorating. Information about asbestos is available at the Queensland Government Asbestos Website (asbestos.qld.gov.au) including common locations of asbestos and other practical guidance for homeowners.

Part 5 – Rates and services

WARNING TO BUYER – The amount of charges imposed on you may be different to the amount imposed on the seller.

Rates

Whichever of the following applies—

The total amount payable* for all rates and charges (without any discount) for the property as stated in the most recent rate notice is:

Amount:

Date Range:

OR

The property is currently a rates exempt lot.**

☐

OR

The property is not rates exempt but no separate assessment of rates is issued by a local government for the property.

☐

*Concessions: A local government may grant a concession for rates. The concession will not pass to you as buyer unless you meet the criteria in section 120 of the *Local Government Regulation 2012* or section 112 of the *City of Brisbane Regulation 2012*.

** An exemption for rates applies to particular entities. The exemption will not pass to you as buyer unless you meet the criteria in section 93 of the *Local Government Act 2009* or section 95 of the *City of Brisbane Act 2010*.

Water

Whichever of the following applies—

The total amount payable as charges for water services for the property as indicated in the most recent water services notice* is:

Amount:

Date Range:

OR

There is no separate water services notice issued for the lot; however, an estimate of the total amount payable for water services is:

Amount:

Date Range:

* A water services notices means a notice of water charges issued by a water service provider under the *Water Supply (Safety and Reliability) Act 2008*.

Part 6 – Community titles schemes and BUGTA schemes

(If the property is part of a community titles scheme or a BUGTA scheme this Part must be completed)

WARNING TO BUYER – If the property is part of a community titles scheme or a BUGTA scheme and you purchase the property, you will become a member of the body corporate for the scheme with the right to participate in significant decisions about the scheme and you will be required to pay contributions towards the body corporate's expenses in managing the scheme. You will also be required to comply with the by-laws. By-laws will regulate your use of common property and the lot.

For more information about living in a body corporate and your rights and obligations, contact the Office of the Commissioner for Body Corporate and Community Management.

Body Corporate and Community Management Act 1997	The property is included in a community titles scheme. <i>(If Yes, complete the information below)</i>	☒ Yes	☐ No
Community Management Statement	A copy of the most recent community management statement for the scheme as recorded under the <i>Land Title Act 1994</i> or another Act is given to the buyer.	☒ Yes	
Body Corporate Certificate	Note—If the property is part of a community titles scheme, the community management statement for the scheme contains important information about the rights and obligations of owners of lots in the scheme including matters such as lot entitlements, by-laws and exclusive use areas. A copy of a body corporate certificate for the lot under the <i>Body Corporate and Community Management Act 1997</i>, section 205(4) is given to the buyer.	☒ Yes	☐ No
Statutory Warranties	<i>If No</i>— An explanatory statement is given to the buyer that states: » a copy of a body corporate certificate for the lot is not attached; and » the reasons under section 6 of the <i>Property Law Regulation 2024</i> why the seller has not been able to obtain a copy of the body corporate certificate for the lot. Statutory Warranties—If you enter into a contract, you will have implied warranties under the <i>Body Corporate and Community Management Act 1997</i> relating to matters such as latent or patent defects in common property or body corporate assets; any actual, expected or contingent financial liabilities that are not part of the normal operating costs; and any circumstances in relation to the affairs of the body corporate that will materially prejudice you as owner of the property. There will be further disclosure about warranties in the contract.	☐ Yes	
Building Units and Group Titles Act 1980 Body Corporate Certificate	The property is included in a BUGTA scheme <i>(If Yes, complete the information below)</i>	☐ Yes	☒ No
	A copy of a body corporate certificate for the lot under the <i>Building Units and Group Titles Act 1980</i> , section 40AA(1) is given to the buyer.	☐ Yes	☐ No
	<i>If No</i>— An explanatory statement is given to the buyer that states: » a copy of a body corporate certificate for the lot is not attached; and » the reasons under section 7 of the <i>Property Law Regulation 2024</i> why the seller has not been able to obtain a copy of the body corporate certificate for the lot.	☐ Yes	
	Note—If the property is part of a BUGTA scheme, you will be subject to by-laws approved by the body corporate and other by-laws that regulate your use of the property and common property.		

Signatures – SELLER



Signature of seller

Christopher Michael Sunnex

Name of seller

15 / 05 / 2026

Date

Signature of seller

Name of seller

Date

Signatures – BUYER

By signing this disclosure statement the buyer acknowledges receipt of this disclosure statement before entering into a contract with the seller for the sale of the lot.

Signature of buyer

Name of buyer

Date

Signature of buyer

Name of buyer

Date

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Title Reference:	50266841	Search Date:	11/05/2026 16:38
Date Title Created:	20/05/1999	Request No:	56087277
Previous Title:	50256370		

ESTATE AND LAND

Estate in Fee Simple

LOT 3 SURVEY PLAN 117867

Local Government: GOLD COAST

COMMUNITY MANAGEMENT STATEMENT 26877

REGISTERED OWNER

Dealing No: 717743564 23/12/2016

CHRISTOPHER MICHAEL SUNNEX

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 11998082 (POR 138)
2. MORTGAGE No 724033854 06/05/2025 at 11:36
WESTPAC BANKING CORPORATION A.C.N. 007 457 141

ADMINISTRATIVE ADVICES

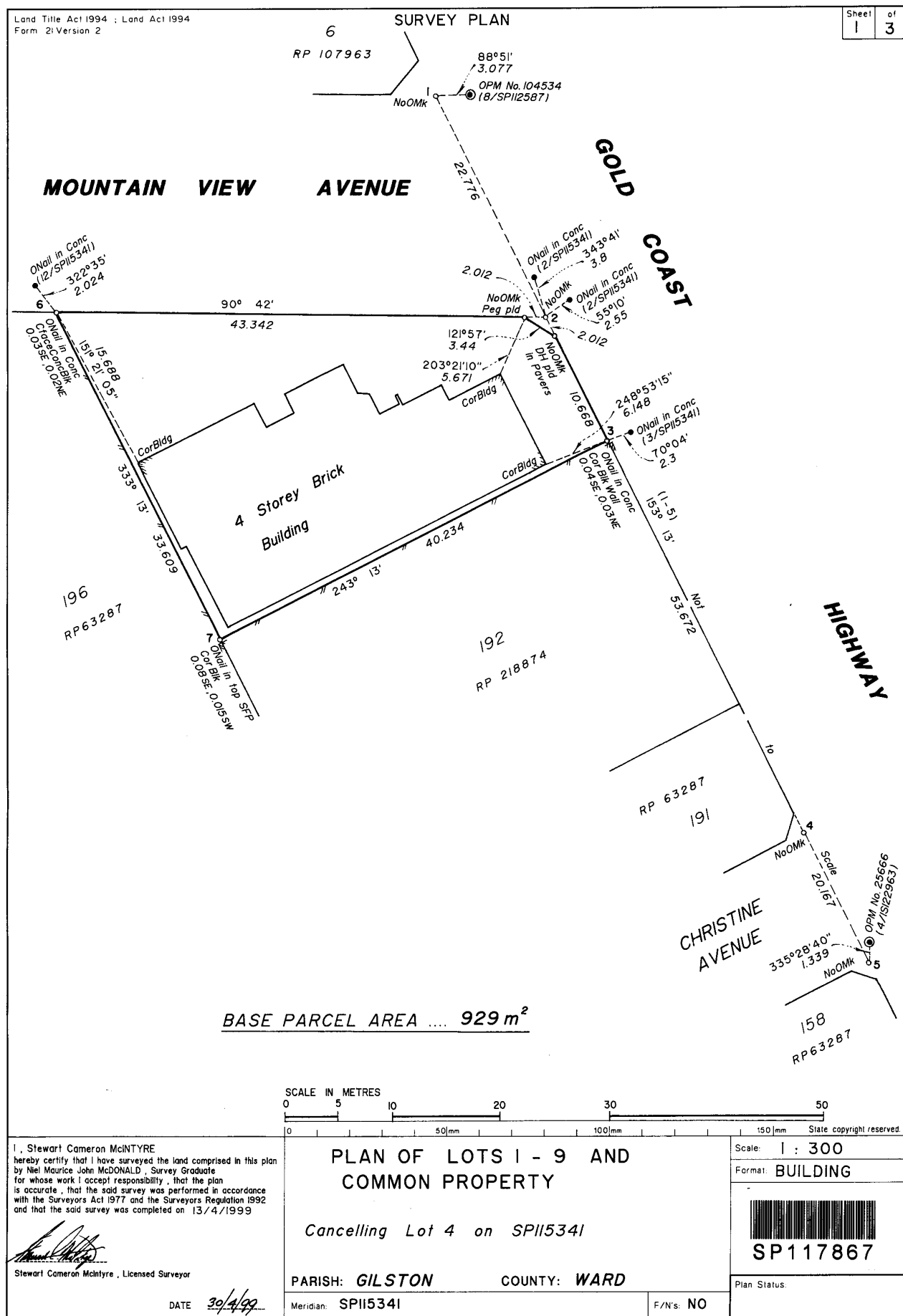
NIL

UNREGISTERED DEALINGS

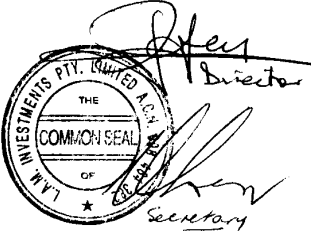
NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

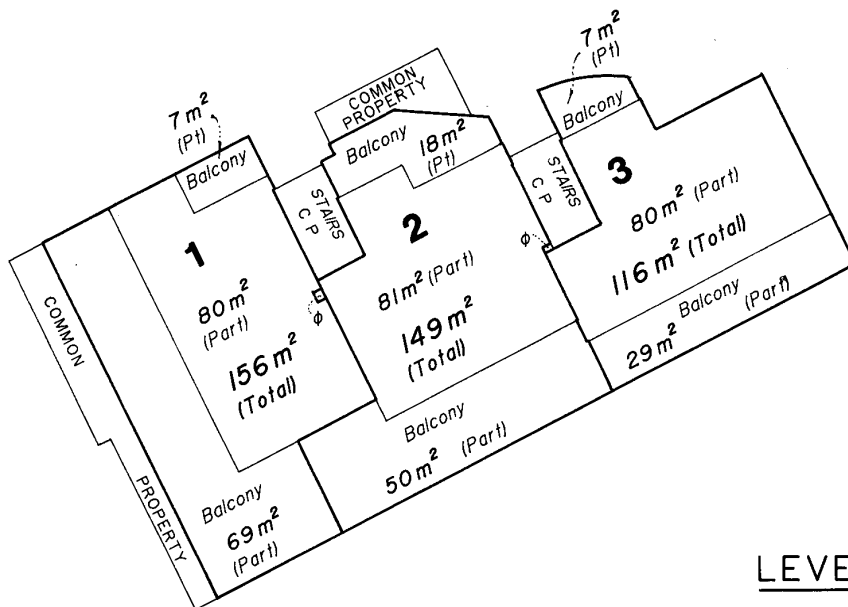


703342216 \$690.00 18/05/1999 10:12 GC 400 NT		WARNING : Folded or Mutilated Plans will not be accepted. Plans may be rolled. Information may not be placed in the outer margins.	
Registered		5. Lodged by LAM INVESTMENTS P/L (Include address, phone number, reference, and Lodger Code)	

1. Certificate of Registered Owners or Lessees. 1/We L A M INVESTMENTS PTY LTD ACN 008 464 382 (Names in full) *as Registered Owners of this land agree to this plan and dedicate the Public Use Land as shown hereon in accordance with Section 50 of the Land Title Act 1994. *as Lessees of this land agree to this plan Signature of *Registered Owners *Lessees  <i>Director</i> <i>Secretary</i> * Rule out whichever is inapplicable				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="3" style="text-align: left;">6 Existing</th> <th colspan="3" style="text-align: left;">Created</th> </tr> <tr> <th style="width: 25%;">Title Reference</th> <th style="width: 10%;">Lot</th> <th style="width: 25%;">Plan</th> <th style="width: 25%;">Lots</th> <th style="width: 10%;">Emts</th> <th style="width: 15%;">Road</th> </tr> <tr> <td>50256370</td> <td>4</td> <td>SPII534I</td> <td>1 - 9 & Common Property</td> <td>—</td> <td>—</td> </tr> </table>				6 Existing			Created			Title Reference	Lot	Plan	Lots	Emts	Road	50256370	4	SPII534I	1 - 9 & Common Property	—	—
6 Existing			Created																						
Title Reference	Lot	Plan	Lots	Emts	Road																				
50256370	4	SPII534I	1 - 9 & Common Property	—	—																				

2. Local Government Approval. * COUNCIL OF THE CITY OF GOLD COAST hereby approves this plan in accordance with the : % INTEGRATED PLANNING ACT 1997 Dated this <u>14</u> day of <u>May 1999</u> GIVEN under the Corporate Seal of the COUNCIL of the CITY OF GOLD COAST signed by IAN ALLAN D'ESPIE Mayor the Manager Statutory Planning and GOLDY JAMES DUITION the Co-ordinator Statutory Services they being the authorised officers to sign, affix and witness such seal pursuant to Council Minute Number C9K 16 Integrated Planning Act 1997 or Local Government (Planning & Environment) Act 1990		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Por 138</td> <td style="width: 80%;">1 - 9 & Common Property</td> </tr> <tr> <td style="text-align: center;">Orig</td> <td style="text-align: center;">Lots</td> </tr> <tr> <td colspan="2">7. Portion Allocation :</td> </tr> <tr> <td colspan="2">8. Map Reference : BURLEIGH</td> </tr> <tr> <td colspan="2">9. Locality : MIAMI</td> </tr> <tr> <td colspan="2">10. Local Government : CITY OF GOLD COAST</td> </tr> <tr> <td colspan="2">11. Passed & Endorsed : By : <u>Stewart Cameron McIntyre</u> Date : <u>17/5/99</u> Signed : <u>[Signature]</u> Designation : <u>Licensed Surveyor</u></td> </tr> </table>		Por 138	1 - 9 & Common Property	Orig	Lots	7. Portion Allocation :		8. Map Reference : BURLEIGH		9. Locality : MIAMI		10. Local Government : CITY OF GOLD COAST		11. Passed & Endorsed : By : <u>Stewart Cameron McIntyre</u> Date : <u>17/5/99</u> Signed : <u>[Signature]</u> Designation : <u>Licensed Surveyor</u>	
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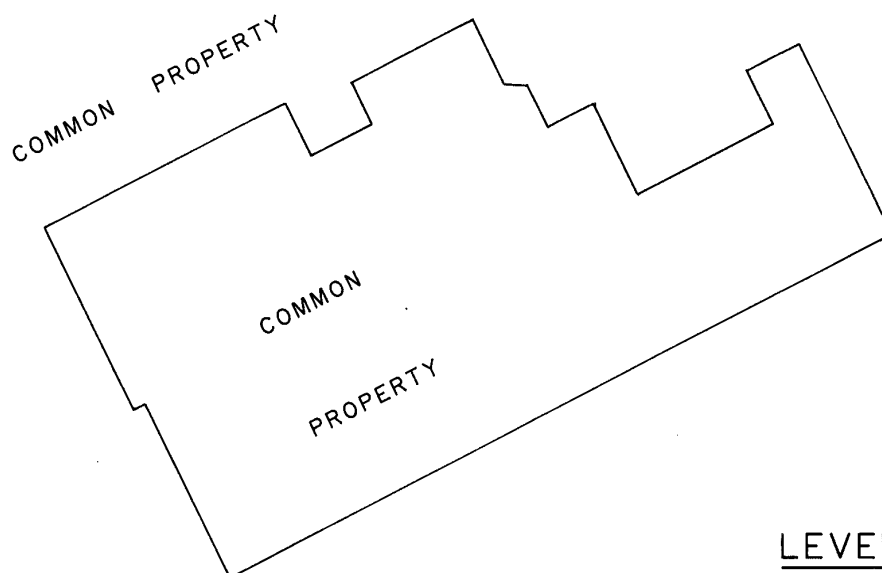
3. Plans with Community Management Statement : CMS Number : 26 877 Name : MOUNTAIN VIEW ZENITH		4. References : Dept File : Local Govt : 555/15/1821 Surveyor : 8101 MI		12. Building Format Plans only. I certify that : * As far as it is practical to determine, no part of the building shown on this plan encroaches onto adjoining lots or road; * Part of the building shown on this plan encroaches onto adjoining lots and road <u>30/4/99</u> Licensed Surveyor/Director Date * delete words not required	
13. Lodgement Fees : Survey Deposit \$ 235.00 Lodgement \$ 87.00 9 New Titles \$ 360.00 Photocopy \$ 8.00 Postage \$ 1.00 TOTAL \$ 690.00		14. Insert Plan Number SPII7867			



LEVEL B

SCALE 1 : 200

Ø ... Denotes Duct - Common Property



LEVEL A

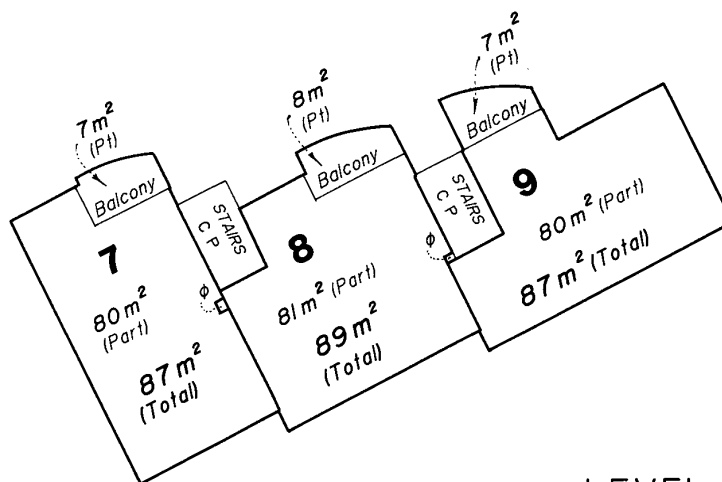
SCALE 1 : 200

SCALE IN METRES



State copyright reserved

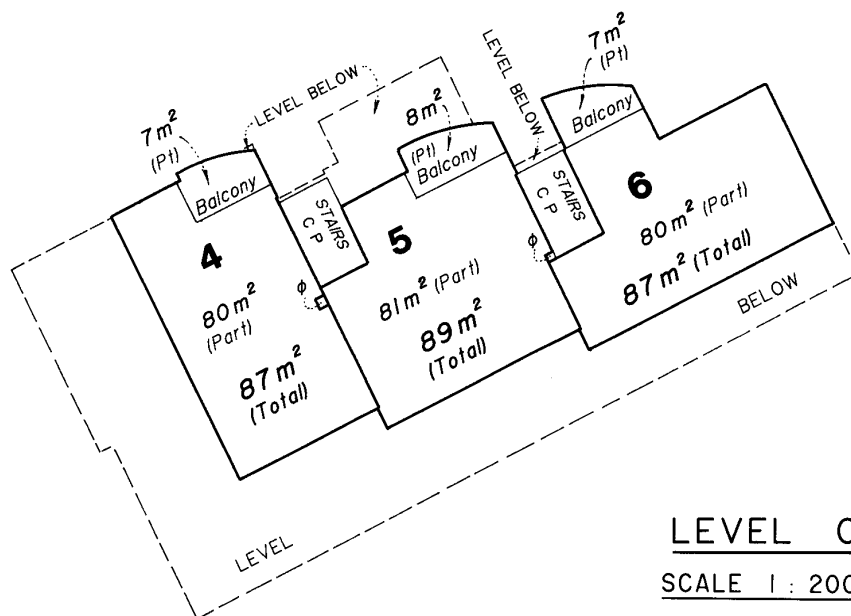
Insert Plan Number **SPII7867**



LEVEL D

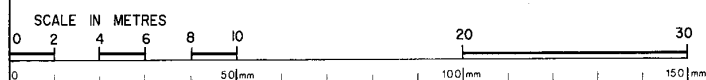
SCALE 1 : 200

⊙ ... Denotes Duct - Common Property



LEVEL C

SCALE 1 : 200



State copyright reserved

Insert Plan Number **SPII7867**



Department of the Environment, Tourism, Science and Innovation (DETSI)
ABN 46 640 294 485
GPO Box 2454, Brisbane QLD 4001, AUSTRALIA
www.detsi.qld.gov.au

SEARCH RESPONSE
ENVIRONMENTAL MANAGEMENT REGISTER (EMR)
CONTAMINATED LAND REGISTER (CLR)

InfoTrack Pty Ltd
PO Box 10314 Adelaide St
Brisbane QLD 4000

Transaction ID: 51152005 EMR Site Id: 11 May 2026
Cheque Number:
Client Reference:

This response relates to a search request received for the site:

Lot: 3 Plan: SP117867
2 MOUNTAIN VIEW AV
MIAMI

EMR RESULT

The above site is NOT included on the Environmental Management Register.

CLR RESULT

The above site is NOT included on the Contaminated Land Register.

ADDITIONAL ADVICE

All search responses include particulars of land listed in the EMR/CLR when the search was generated.
The EMR/CLR does NOT include:-

1. land which is contaminated land (or a complete list of contamination) if DETSI has not been notified
2. land on which a notifiable activity is being or has been undertaken (or a complete list of activities) if DETSI has not been notified

If you have any queries in relation to this search please email emr.clr.registry@detsi.qld.gov.au

Administering Authority

Queensland Heritage Act 1992
Section 33(1)(b) Certificate of Affect

Certificate number:	COA-004885	Result number	1 of 1
Date of issue:	11-May-2026	Receipt No:	7028938
Client Reference	CS26036LW Sunnex		
Requested by:	InfoTrack PTY LTD PO Box 10314, Adelaide Street Brisbane QLD 4001 qldsearching@infotrack.com.au 30404010		

This is a certificate issued under section 33(1)(b) of the *Queensland Heritage Act 1992* (Heritage Act) as to whether a place or area is affected by: entry in the Queensland Heritage Register (QHR) as a State heritage place or protected area, a heritage agreement, a current QHR application, or is excluded from entry in the QHR.

RESULT

This response certifies that the place identified as:

Place Ref: None

Place Name: None

Lot: 3 Plan: SP117867

Located at:

is neither on the QHR nor the subject of a QHR application under the Heritage Act.

ADDITIONAL ADVICE

Note: This certificate is valid at the date of issue only

If you have any queries in relation to this search, please contact the Planning and Heritage Branch on 13 QGOV (137 468) or heritage@detsi.qld.gov.au.

Issued by the Chief Executive's delegate under the *Queensland Heritage Act 1992*

From: searches@qcat.qld.gov.au [searches@qcat.qld.gov.au]
Sent: Tuesday, 12 May 2026 10:43 AM
To: InfoTrack QLD Property Services
Subject: RE: QCAT Search & Copy - CS26036LW SUNNEX

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognise the sender and know the content is safe.

Queensland Civil and Administrative Tribunal

Register of Proceedings

A request has been made for a copy of any part of the Register of Proceedings kept by the Tribunal in accordance with section 229 of the *Queensland Civil and Administrative Tribunal Act 2009* that relates to the following name:

CHRISTOPHER MICHAEL SUNNEX

You have requested a search of the Register of Proceedings kept by the Tribunal in accordance with section 229 of the Queensland Civil and Administrative Tribunal Act 2009. This search has been limited to proceedings related to neighbour disputes, being proceedings commenced under the following Acts: • Building Act 1975, Chapter 8, Part 2A (dividing fences that are also pool barriers) • Neighbourhood Disputes (Dividing Fences and Trees) Act 2011 • Queensland Civil and Administrative Tribunal Act 2009, Chapter 2, Part 1, Division 2 (minor civil disputes for debt or liquidated demand of money related to dividing fences or trees)

A search has been conducted of the Register of Proceedings for that name. The Register of Proceedings does not contain any information relating to that name.

This information is current as at 29/4/2026.

Queensland Civil and Administrative Tribunal

Please think about the environment before you print this message.

This email and any attachments may contain confidential, private or legally privileged information and may be protected by copyright. You may only use it if you are the person(s) it was intended to be sent to and if you use it in an authorised way. No one is allowed to use, review, alter, transmit, disclose, distribute, print or copy this email without appropriate authority.

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It is your responsibility to ensure that this email does not contain and is not affected by computer viruses, defects or interferences by third parties or replication problems.



QUEENSLAND
GOVERNMENT

Department of Transport and Main Roads

Property Search - Advice to Applicant

Property Search reference **1015788**

Date: 11/05/2026

Search Request reference: **194136829**

Applicant details

Applicant: Alex Kyriakides

ak@atlaslawyers.com.au

Buyer: not known not known

Search response:

Your request for a property search on Lot 3 on Plan SP117867 at 2-4 Mountain View Av, Miami Qld 4220 has been processed.

At this point in time the Department of Transport and Main Roads has no land requirement from the specified property.

Note:

1. Development proposed on this property may require approval under the Planning Act. This may include referral to the State Assessment and Referral Agency for assessment of the impacts to state transport corridors and infrastructure.
2. New or changed access between this property and a state transport corridor will require approval under the Transport Infrastructure Act.
3. To see what other State Government planning has been identified in your area, please refer to the online DA Mapping system. Refer to the State Transport interests under the SARA layers to identify what interests TMR has in your locality.
< <https://planning.dsdmip.qld.gov.au/maps/sara-da> >
4. Any properties located in proximity to a current or future State transport corridor may be affected by noise. For existing corridors, refer to the online SPP interactive mapping system. Select the Information Purposes and refer to the Transport Infrastructure. If the property is located in a mandatory transport noise corridor then Mandatory Part 4.4 of the Queensland Development Code will apply.
< <https://planning.dsdmip.qld.gov.au/maps/spp> >

Disclaimer:

Any information supplied by this Department of Transport and Main Roads' (TMR) property search is provided on the basis that you will use your own judgement to independently evaluate, assess and verify the information's completeness, suitability, purpose and usefulness.

Without limitation, TMR is under no liability for any negligence, claim, loss or damage (including consequential or indirect loss or lost time, profits, savings, contracts, revenue, interest, business opportunities, goodwill or damage to reputation) however caused (whether by negligence or otherwise) that may be suffered or incurred or that may arise directly or indirectly out of any act or omission on its part in connection with the use and reliance upon, and the provision of this property search, including loss or damage caused by any delays in providing this property search to the party who requested the information or any errors, misdescriptions, incompleteness and inaccuracies in the information. TMR excludes all warranties, representations, terms, conditions and undertaking in respect of the completeness, quality, accuracy, suitability or fitness of the information contained in this property search for your purpose. You acknowledge that the information provided is indicative only and may be subject to change.

Privacy Statement:

The personal information collected on this property search is required to enable TMR to communicate with you regarding your enquiry. The information recorded will not be disclosed to a third party without your consent or unless required or authorised to do so by law.

Notice number
2 2406275 2

Date of Issue
19 January 2026



168271/X09/074138 D-041
C M Sunnex
C/- Wings Real Estate
Unit 3 / 54 Siganto Dr
HELENSVALE QLD 4212

Current rating period:
1 January 2026 to 30 June 2026

\$1,395.86

(see back for payment options)

Due date for payment:

19 February 2026

Total amount payable after due date:

\$1,492.99

(interest penalty applies after due date)

2-4 Mountain View Avenue, MIAMI QLD 4220
Lot 3 SP117867

(Payments received after 31 December 2025 may not be included in this notice)

State Government and associated charges (see rate assessment page for details) **\$126.80**

Council rates and charges (see rate assessment page for details) **\$1,366.19**

Less 10% Council discount on GENERAL RATE if full payment received by the due date **\$97.13CR**

Amount payable if paid by: 19 February 2026 **\$1,395.86**

To view your rating category statement and other rate notice inserts online,
visit cityofgoldcoast.com.au/inserts

To make a **voluntary** contribution towards the acquisition and enhancement
of the City's koala habitat, please use the BPAY® details on the reverse.

Sign-up to My Account to receive your notices by email. Visit cityofgoldcoast.com.au/myaccount



SCAN THE QR CODE
to log-in or sign up
to My Account



Supported by the
Commonwealth Bank
Commonwealth Bank of Australia
ABN 48 123 123 124



Biller Code: 575217
Ref: 2 2406275 2



**Post
Billpay**

Total Amount Payable
If paid by: **19 February 2026**

\$1,395.86

Total Amount Payable
If paid after: **19 February 2026**

\$1,492.99

Teller stamp
and initials

No. of
Cheques

Date

Cash

Cheques (see reverse)

For Credit
Gold Coast City Council

Tran Code

831

User ID

066684

Customer Reference No.

000002240627529

\$

757+
Doc ID: 7bb3c4d31d7d979733c54d39fa6419c164d0937e

In accordance with the Local Government Act 2009, Local Government Regulation 2012 and Council of the City of Gold Coast's (Council) adopted budget resolutions, all rates and charges are due and payable within 31 days of the issue of the rate notice on which the rates or charges are levied. Any overdue amounts will attract penalty interest at the appropriate rate until either full payment (including the interest) is made or a satisfactory payment arrangement is approved by Council.

How to pay your rates



Pay using BPAY®

Biller Code: 575217
Ref: Use Notice Number

Telephone & Internet Banking – BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account.

No surcharge by the City applies when using a credit card to pay by BPAY®.

BPAY View®: view and pay this notice using internet banking.

BPAY View Registration No: use the **Notice Number** located at the top left of page 1.

www.bpay.com.au

® Registered to BPAY Pty Ltd ABN 69 079 137 518



Pay by phone

Call us on **1300 886 731** (or from outside Australia call **+61 7 5667 5995**) anytime to pay with MasterCard or Visa.

Payments by credit card will incur a surcharge. See BPAY® option to avoid surcharge.

Payment Reference Number: use the **Notice Number** over the page.



Pay online

Visit **cityofgoldcoast.com.au/payments** and follow the links to pay with MasterCard or Visa.

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Payment Reference Number: use the **Notice Number** over the page.



BPOINT in person

Pay at any Commonwealth Bank branch with cash, cheque or money order.



Post Billpay in person

Pay at any Australia Post office and present the entire notice when making payment. Payment by cash, cheque or debit card only.

Payments will incur a transaction fee. See BPAY® option to avoid a City transaction fee.



Customer Service Centre in person

Payment options include:
Debit Card – *surcharge free*
MasterCard or Visa – *surcharge applies*

Cash is not accepted.

For locations and opening hours visit **cityofgoldcoast.com.au/contactus**

Manage and pay your rates with My Account

View, manage and make payments. Set up a payment plan or a direct debit. Register at **cityofgoldcoast.com.au/myaccount** for secure and convenient access to manage your rates and water accounts anytime.

How to contact us



cityofgoldcoast.com.au/rates



07 5667 5995 or **1300 366 659**

Monday to Friday 7am – 6pm
(or from outside Australia call **+61 7 5667 5995**)



City of Gold Coast
PO Box 5042 GOLD COAST MC QLD 9726

Voluntary koala contribution

NOTE: This BPAY® number is for voluntary contributions to the acquisition and enhancement of the City's koala habitat only.



Biller Code: 37424
Ref: Use Notice Number

**NOT TO BE USED
FOR RATE PAYMENTS**

Telephone and Internet Banking – BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: **www.bpay.com.au**

Details of cheque(s) etc, customer to complete.
Drawer

Bank or BSB

Branch

Amount

			\$
			\$
			\$

Proceeds of cheques, etc. will not be available until cleared.

CHARGES CONSOLIDATED ON RATE NOTICE

2-4 Mountain View Avenue, MIAMI QLD 4220

Lot 3 SP117867

DETAILS OF STATE GOVERNMENT AND ASSOCIATED CHARGES

VOLUNTEER FIRE BRIGADE

Volunteer Fire Brigade Separate Charge \$1.00

EMERGENCY MANAGEMENT

RESIDENTIAL UNIT that is a lot 1 @ \$125.80 \$125.80

TOTAL OF STATE GOVERNMENT AND ASSOCIATED CHARGES**\$126.80****DETAILS OF COUNCIL RATES AND CHARGES**

WASTE MANAGEMENT

PART A - Waste Management Utility Charge (General) \$222.00

PART B - Waste Management Utility Charge (State Waste Levy Cost Component)* \$0.00

RECYCLING

Recycling Utility Charge \$6.00

RECREATIONAL SPACE

Recreational Space Separate Charge \$15.44

OPEN SPACE INCLUDING KOALA HABITAT

Open Space including Koala Habitat, Maintenance and Enhancement Separate Charge \$31.50

GENERAL RATE

CATEGORY 2T - Residential 2 \$292,593 AV @ \$0.002970480 (minimum amount applied) \$971.25

DISASTER RESPONSE AND RECOVERY

Disaster Response and Recovery Separate Charge \$5.00

CITY TRANSPORT

City Transport Improvement Separate Charge \$115.00

TOTAL OF COUNCIL RATES AND CHARGES**\$1,366.19**

For licensed rental properties, full payment of the general rate levied on this rate notice is deemed to be a renewal of a rental accommodation licence in accordance with section 11 *Subordinate Local Law No. 16.1 (Rental Accommodation)* for the current rating period subject to the condition the rental accommodation is to be operated in compliance with the prescribed criteria in section 9.

* Council, as the operator of a levyable waste disposal site, is liable to pay a monthly waste levy to the State under the *Waste Reduction and Recycling Act 2011*. For the financial year 2025/2026, the State has paid Council, as a local government affected by the waste levy, an annual payment in the amount of \$20,820,144, in one instalment on 24th June 2022. The purpose of the payment is to mitigate any direct impacts of the waste levy on households in Council's local government area. This payment will be used by Council for that purpose which, in conjunction with Council waste diversion and recycling initiatives, results in your waste management Part B charge as seen above of \$0.00.

View and pay your rates online with My Account.

Register today.

cityofgoldcoast.com.au/myaccount

Rate information

Your City of Gold Coast (City) rates are payable every six months, usually in August and February. The standard charges you are likely to see on the rate notice are:



Volunteer Fire Brigade

The Volunteer Fire Brigade Charge helps subsidise the operational expenses of rural fire brigades; supplementing the Emergency Management Levy.



Emergency Management Levy

We collect the State Emergency Management Levy on behalf of Queensland Fire and Emergency Services. The levy is used to fund our emergency services. The amount of the levy depends on the classification of your property. qfes.qld.gov.au



General Rate

The City is required by law to levy a General Rate or Differential General Rate on every rateable property each financial year. The General Rate raises the revenue needed to run the city and pay for infrastructure and a range of services and activities. Just some of these include lifeguards, waterways, animal management and economic development initiatives. The value of your property, determined by the State Government, is the basis for calculating the General Rate. To smooth out increases in the General Rate caused by unexpected spikes in property values in any given year, the City uses an averaged value over three years. A minimum General Rate applies if the value of a property is below a determined threshold.



Waste Management Service

The Waste Management Utility Charge covers the cost of accessing Waste and Recycling Centres, in addition to the collection and disposal/processing of solid waste and recyclables from your property.



Recycling Utility Charge

The Recycling Utility Charge is used to fund recycling initiatives, aimed at minimising waste to landfill. This includes infrastructure, land and services that aren't funded via the Waste Management Utility Charge. cityofgoldcoast.com.au/waste



Recreational Space

The Recreational Space Separate Charge assists the City to purchase areas of large open space, with an emphasis on land for sport and recreation.



Open Space including Koala Habitat, Maintenance and Enhancement

Our city is one of Australia's most biodiverse. The Open Space including Koala Habitat, Maintenance and Enhancement Separate Charge supports activities contributing to the management and conservation of the city's natural areas, including opportunities for nature based recreation.



City Transport Improvement

The City Transport Improvement Separate Charge funds Council cabs, bus stops, bicycle and pedestrian pathways, rapid transport, improvements to local roads, as well as expanded bus services across the city.



Disaster Response and Recovery separate charge

Queensland faces frequent disasters; the City's Disaster Response & Recovery Charge supports recovery, preparedness, and building community resilience amid increasing natural hazards.



Discount on rates

The City offers a discount for paying your rates on time. The discount amount and the discount date appear on the rate notice. To receive the discount, the amount payable stated on the rate notice must be paid in full by the due date.



Pensioner Rate Concessions

If you receive a pension, you may be entitled to receive rate concessions. To be eligible, you must hold a Queensland Pensioner Concession Card or a Department of Veterans' Affairs Gold Card. Other conditions apply. Contact us and have your pension card/s and pension amount/s ready.



Change of address

If you have recently changed your postal address, please contact us to ensure your details are updated. If you have moved house and you currently receive a pensioner rate concession, you will need to re-apply. To change your address details and/or contact details visit cityofgoldcoast.com.au/changeyouraddress



City Budget

Full details of the current City Budget: cityofgoldcoast.com.au/annualplan



Paper rates and water notices fee

From 1 January 2026, a charge of \$2.50 applies to each rates notice and water notice issued by mail. The fee reflects the costs we incur producing and delivering a paper notice. Sign up for My Account to receive your notices by email. Visit cityofgoldcoast.com.au/myaccount

Frequently asked questions

What if I can't pay my bill on time?

You can apply for more time to pay with no interest by entering into an approved payment plan for rates and water bills. Visit cityofgoldcoast.com.au/rates

I paid my solicitor to take care of my house sale, why do I have a property transfer fee on my rate notice?

The charging of a property transfer fee is to recoup the known costs associated with accepting, recording and storage of change of ownership advice.

I just purchased this property; why do I have to pay full rates?

Most likely, your solicitor has allowed for the rates in your settlement. Please check your settlement statement, or contact your solicitor and/or agent for confirmation.

Can someone else enquire on my behalf or update my account?

Yes, you can add an authorised person to your account. If the property is owned by individual/s call us on **07 5667 5995**. If the property is owned by company or trust please complete the form at cityofgoldcoast.com.au/authagent

What does my rating category mean?

Your property's rating category (stated on your rate notice) will influence the amount of general rate you will pay. Factors such as the use (including whether a property is a principal place of residence or rental), size of the land, and the nature of any improvements on the land determine which rating category applies. You can view descriptions of the rating categories at cityofgoldcoast.com.au/inserts

What is the Waste Levy?

Introduced on 1 July 2019 by the Queensland State Government, the Waste Levy is a weight based charge payable on all waste disposed to a leviable landfill site in Queensland. It aims to reduce the amount of waste going to landfill and maximise the diversion of recoverable items for reuse, repurposing and recycling. To mitigate the impact on residential households, the State Government has committed to a payment to Council to offset the direct costs of the Waste Levy liability incurred on the disposal of household waste. For the 2025-26 financial year, residential customers will notice a zero amount for Part B of the Waste Management Utility Charge, see overleaf. Visit cityofgoldcoast.com.au/waste

What is the Green Organics Charge?

Green organics bins are now a part of standard residential kerbside collection services for eligible properties. The service charge is payable for owner-occupied and tenanted properties. Visit cityofgoldcoast.com.au/greenorganicsbin

Account for:
2-4 MOUNTAIN VIEW AVENUE, MIAMI
L 3 SP117867

LOCAL GOVERNMENT DISTRIBUTION AND RETAIL PRICE

SEWERAGE ACCESS CHARGES	
99 days charged at \$2.1452 per day (billing period 4/12/25 to 12/3/26)	\$212.37
WATER ACCESS CHARGES	
99 days charged at \$0.8410 per day (billing period 4/12/25 to 12/3/26)	\$83.25
WATER USAGE CHARGES	
281 kilolitres charged at \$1.463 per kL (usage period 4/12/25 to 12/3/26)	\$411.10
Your Lot's share of the Water Usage Charge is based on its Contribution Entitlement which is, 1 of 9	\$45.68

STATE BULK WATER PRICE

WATER USAGE CHARGES	
281 kilolitres charged at \$3.517 per kL (usage period 4/12/25 to 12/3/26)	\$988.27
Your Lot's share of the Water Usage Charge is based on its Contribution Entitlement which is, 1 of 9	\$109.81

TOTAL CHARGES INCLUDED IN THE RATE NOTICE	<u>\$451.11</u>
--	------------------------

Master Meter for 9 lots

WATER METER READINGS

Meter Number	Current Read Date	Current Reading	Previous Read Date	Previous Reading	#Days Charged	Cons (kl)
20HB00475	12 Mar 26	5977	3 Dec 25	5696	99	281
TOTAL(kL)						281

(continued over next page)

In accordance with the *Local Government Act 2009, Local Government Regulation 2012, South East Queensland Water (Distribution and Retail Restructuring) Act 2009, Water and Wastewater Services Code for small customers in South East Queensland* and Council of the City of Gold Coast's (Council) adopted budget resolutions, all water and sewerage charges are due and payable within 31 days of the issue of the water and sewerage rate notice on which the charges are levied. Any overdue amounts will attract penalty interest at the appropriate rate until either full payment (including the interest) is made or a satisfactory payment arrangement is approved by Council.

How to pay your water bill



Pay using BPAY®

Biller Code: 868745
Ref: Use Notice Number

Telephone & Internet Banking – BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au

No surcharge by the City applies when using a credit card to pay by BPAY®.

BPAY View®: view and pay this notice using internet banking.
BPAY View® Registration No: use the **Notice Number** over the page.

® Registered to BPAY Pty Ltd ABN 69 079 137 518



Pay by phone

Call us on 1300 886 731 (or from outside Australia call +61 7 5667 5995) anytime to pay with MasterCard or Visa.
Payments by credit card will incur a surcharge.
See BPAY® option to avoid surcharge.

Payment Reference Number: use the **Notice Number** over the page.



Paper rates and water notices fee

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In person at Commonwealth Bank

Pay at any Commonwealth Bank branch with cash, cheque or money order.



Post Billpay in person

Pay at any Australia Post office and present the entire notice when making payment. Payment by cash, cheque or debit card only. Payments will incur a transaction fee. See **BPAY®** option to avoid a City transaction fee.



In person at Customer Service Centre

Payment options include:
Debit card – *surcharge free*
MasterCard or Visa – *surcharge applies*

Cash is not accepted.

For locations and opening hours please visit cityofgoldcoast.com.au/contactus

How to contact us



cityofgoldcoast.com.au/mywaterbill



07 5667 5995 or **1300 366 659**

Monday to Friday 7am – 6pm
(or from outside Australia call **+61 7 5667 5995**)

24 hour line to report water breaks and faults **1800 637 000**



City of Gold Coast
PO Box 5042 GOLD COAST MC QLD 9726

Support to make your bill payments on time

We offer extra support and flexibility to ratepayers who might be having trouble paying water bills in full by the due date. Flexible payment plan options may be available on application, giving you extra time to pay.

Depending on your situation, we may be able to either extend your due date for a short time or set up a longer-term payment plan with regular weekly or fortnightly payments.

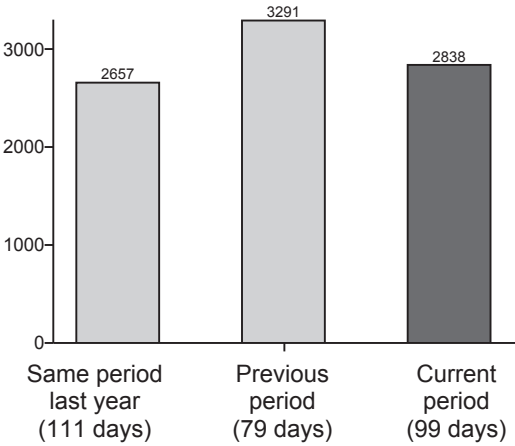
We can also provide a financial counsellor for free, independent and confidential advice.

For more information visit cityofgoldcoast.com.au/waterassist



Account for:
2-4 MOUNTAIN VIEW AVENUE, MIAMI
L 3 SP117867

Average Daily Usage (Litres)
(1,000 Litres = 1kL)



Your average daily water usage= 2838 litres (or, 2.838 kl)
Your scheme's total average daily cost= \$4.55

The city's average daily residential water usage= 478 litres (or 0.478 kl) per property.

The property's water usage may be influenced by a number of factors including number of occupants, property type, property size and own water use behaviours. If you're concerned about your usage, visit Cityofgoldcoast.com.au/water for instructions on how to check for concealed leaks.

We recommend regularly reading your water meter to detect any unusual variation in consumption between readings.



M001922Q03

3/3

168716/X19/001922

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How to contact us



cityofgoldcoast.com.au/mywaterbill



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We can also provide a financial counsellor for free, independent and confidential advice.

For more information visit cityofgoldcoast.com.au/waterassist



13 May 2026

MOUNTAIN VIEW ZENITH CTS 26877
Not registered for GST

Pentons The Experts Pty Ltd
PO 65
SOUTHPORT QLD 4215

Ref

Re	Lot	3	MOUNTAIN VIEW ZENITH CTS 26877
Fee	114.10		Paid

Please find enclosed Body Corporate Certificate pursuant to the Body Corporate and Community Management Act.

PLEASE NOTE AS OF 1 AUGUST 2025 THE COST OF A FORM 33 IS \$84.10
INCLUSIVE OF GST.

TO ENSURE TIMELY RETURN OF YOUR REQUEST, PLEASE ENSURE YOUR
PAYMENT AMOUNT IS CORRECT.

DISCLAIMER

Due to the dynamic nature of a body corporate's records, this Body Corporate Information Certificate was prepared from information readily available from the body corporate's records held at the time and date of issue and is supplied in good faith as accurate at that point. No representations are made that the information does not contain errors or omissions that may not reasonably have been able to determined at the time of inspection of the records. Any parties intent on relying on information herein should satisfy themselves absolutely as to the content and timeliness of this certificate. No mechanism exists for the body corporate or its agents to furnish updates to any party subsequent the issue of this certificate should there be a variation in information contained herein. Should you require any further information please contact our office.

Your faithfully,

Complete Body Corporate Services Pty Ltd

BCCM**Form 33**

Department of Justice

Body corporate certificate*Body Corporate and Community Management Act 1997, section 205(4)**This form is effective from 1 August 2025*

For the sale of a lot included in a community titles scheme under the Body Corporate and Community Management Act 1997 (other than a lot to which the Body Corporate and Community Management (Specified Two-lot Schemes Module) Regulation 2011 applies).

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

You may rely on this certificate against the body corporate as conclusive evidence of matters stated in the certificate, except any parts where the certificate contains an error that is reasonably apparent.

This certificate contains important information about the lot and community titles scheme named in the certificate, including:

- becoming an owner and contacting the body corporate
- details of the property and community titles scheme
- by-laws and exclusive use areas
- lot entitlements and financial information
- owner contributions and amounts owing
- common property and assets
- insurance
- contracts and authorisations

This certificate does not include information about:

- physical defects in the common property or buildings in the scheme;
- body corporate expenses and liabilities for which the body corporate has not fixed contributions;
- current, past or planned body corporate disputes or court actions;
- orders made against the body corporate by an adjudicator, a tribunal or a court;
- matters raised at recent committee meetings or body corporate meetings; or
- the lawful use of lots, including whether a lot can be used for short-term letting.

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

The community management statement

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

The Office of the Commissioner for Body Corporate and Community Management

The Office of the Commissioner for Body Corporate and Community Management provides an information and education service and a dispute resolution service for those who live, invest or work in community titles schemes. Visit www.qld.gov.au/bodycorporate.

You can ask for a search of adjudicators orders to find out if there are any past or current dispute applications lodged for the community titles scheme for the lot you are considering buying www.qld.gov.au/searchofadjudicatorsorders.

The information in this certificate is issued on 13/05/2026

Becoming an owner

When you become an owner of a lot in a community titles scheme, you:

- automatically become a member of the body corporate and have the right to participate in decisions about the scheme;
- must pay contributions towards the body corporate's expenses in managing the scheme; and
- must comply with the body corporate by-laws.

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

How to get more information

You can inspect the body corporate records which will provide important information about matters not included in this certificate. To inspect the body corporate records, you can contact the person responsible for keeping body corporate records (see below), or you can engage the services of a search agent. Fees will apply.

Planning and development documents can be obtained from the relevant local government or other planning authority. Some relevant documents, such as the development approval, may be available from the body corporate, depending on when and how the body corporate was established.

Contacting the body corporate

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

Name and number of the community titles scheme

MOUNTAIN VIEW ZENITH

CTS No. **26877**

Body corporate manager

Bodies corporate often engage a body corporate manager to handle administrative functions.

Is there a body corporate manager for the scheme?

Yes. The body corporate manager is:

Name: **Jaymie Heathcote**

Company: **Complete Body Corp Services**

Phone: **5591 7505**

Email:

Accessing records

Who is currently responsible for keeping the body corporate's records?

The body corporate manager named above.

Property and community titles scheme details

Lot and plan details

Lot number: **3**

Plan type and number: **28677**

Plan of subdivision: **BUILDING FORMAT PLAN**

The plan of subdivision applying to a lot determines maintenance and insurance responsibilities.

Regulation module

There are 5 regulation modules for community titles schemes in Queensland. The regulation module that applies to the scheme determines matters such as the length of service contracts and how decisions are made.

More information is available from www.qld.gov.au/buyingbodycorporate.

The regulation module that applies to this scheme is the:

Standard

NOTE: If the regulation module that applies to the scheme is the Specified Two-lot Schemes Module, then BCCM Form 34 should be used.

Layered arrangements of community titles schemes

A layered arrangement is a grouping of community titles schemes, made up of a principal scheme and one or more subsidiary schemes. Find more information at www.qld.gov.au/buyingbodycorporate

Is the scheme part of a layered arrangement of community titles schemes?

No

If yes, you should investigate the layered arrangement to obtain further details about your rights and obligations. The name and number of each community titles scheme part of the layered arrangement should be listed in the community management statement for the scheme given to you by the seller.

Building management statement

A building management statement is a document, which can be put in place in certain buildings, that sets out how property and shared facilities are accessed, maintained and paid for by lots in the building. It is an agreement between lot owners in the building that usually provides for supply of utility services, access, support and shelter, and insurance arrangements. A lot can be constituted by a community titles scheme's land.

Does a building management statement apply to the community titles scheme?

No

If yes, you can obtain a copy of the statement from Titles Queensland: www.titlesqld.com.au. You should seek legal advice about the rights and obligations under the building management statement before signing the contract -for example, this can include costs the body corporate must pay in relation to shared areas and services.

By-laws and exclusive use areas

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

What by-laws apply?

The by-laws that apply to the scheme are specified in the community management statement for the scheme provided to you by the seller.

The community management statement will usually list the by-laws for the scheme. If the statement does not list any by-laws, Schedule 4 of the Body Corporate and Community Management Act 1997 will apply to the scheme.

In some older schemes, the community management statement may state that the by-laws as at 13 July 2000 apply. In these cases, a document listing the by-laws in consolidated form must be given with this certificate.

General by-laws

The community management statement includes the complete set of by-laws that apply to the scheme.

Exclusive use areas

Individual lots may be granted exclusive use of common property or a body corporate asset, for example, a courtyard, car park or storage area. The owner of a lot to whom exclusive use rights are given will usually be required to maintain the exclusive use area unless the exclusive use by-law or other allocation of common property provides otherwise.

Are there any exclusive use by-laws or other allocations of common property in effect for the community titles scheme?

Yes

If yes, the exclusive use by-laws or other allocations of common property for the schemes are:

listed in the community management statement & given with this certificate

Lot entitlements and financial information

Lot entitlements

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

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

Contribution schedule

Contribution schedule lot entitlement for the lot: **1**

Total contribution schedule lot entitlements for all lots: **9**

Interest schedule

Interest schedule lot entitlement for the lot: **1**

Total interest schedule lot entitlements for all lots: **9**

Statement of accounts

The most recent statement of accounts prepared by the body corporate for the notice of the annual general meeting for the scheme is given with this certificate.

Owner contributions (levies)

The contributions (levies) paid by each lot owner towards body corporate expenses is determined by the budgets approved at the annual general meeting of the body corporate.

You need to pay contributions to the body corporate's administrative fund for recurrent spending and the sinking fund for capital and non-recurrent spending.

If the Commercial Module applies to the community titles scheme, there may also be a promotion fund that owners of lots have agreed to make payments to.

WARNING: You may have to pay a special contribution if a liability arises for which no or inadequate provision has been made in the body corporate budgets.

The contributions payable by the owner of the lot that this certificate relates to are listed over the page.

Body corporate debts

If any contributions or other body corporate debt (including penalties or reasonably incurred recovery costs) owing in relation to the lot are not paid before you become the owner of the property, YOU WILL BE LIABLE TO PAY THEM TO THE BODY CORPORATE. Before signing the contract, you should make sure that the contract addresses this or provides for an appropriate adjustment at settlement.

Owner contributions and amounts owing

Administrative fund contributions

Total amount of contributions (before any discount) for lot **3** for the current financial year: \$ **3,055.34**

Number of instalments: **4** (outlined below)

Discount for on-time payments (if applicable): **0** %

Monthly penalty for overdue contributions (if applicable): **2.50** %

Period	Due date	Amount due	Amount due if discount applied	Paid
01/06/25 to 31/08/25	01/06/25	680.50	680.50	16/05/25
01/09/25 to 30/11/25	08/10/25	791.61	791.61	16/09/25
01/12/25 to 28/02/26	01/12/25	791.61	791.61	04/11/25
01/03/26 to 31/05/26	01/03/26	791.62	791.62	17/02/26
01/06/26****31/08/26	01/06/26	763.84	763.84	04/05/26

Amount overdue **(\$763.84)**Amount Unpaid including amounts billed not yet due **Nil****Sinking fund contributions**Total amount of contributions (before any discount) for lot **3** for the current financial year: \$ **750.00**Number of instalments: **4** (outlined below)Discount for on-time payments (if applicable): **0** %Monthly penalty for overdue contributions (if applicable): **2.50** %

Period	Due date	Amount due	Amount due if discount applied	Paid
01/06/25 to 31/08/25	01/06/25	187.50	187.50	16/05/25
01/09/25 to 30/11/25	08/10/25	187.50	187.50	16/09/25
01/12/25 to 28/02/26	01/12/25	187.50	187.50	04/11/25
01/03/26 to 31/05/26	01/03/26	187.50	187.50	17/02/26
01/06/26****31/08/26	01/06/26	187.50	187.50	04/05/26

Amount overdue **(\$187.50)**Amount Unpaid including amounts billed not yet due **Nil****Special contributions - Administrative Fund (IF ANY)**Date determined: **08/09/25** (Access the body corporate records for more information).Total amount of contributions (before any discount) **Nil**Number of instalments: **0** (outlined below)Discount for on-time payments (if applicable): **0** %Monthly penalty for overdue contributions (if applicable): **2.50** %

Period	Due date	Amount due	Amount due if discount applied	Paid
--------	----------	------------	--------------------------------	------

Amount overdue **Nil**Amount Unpaid including amounts billed not yet due **Nil****Special contributions - Sinking Fund (IF ANY)**

Date determined: (Access the body corporate records for more information).

Total amount of contributions (before any discount) **Nil**Number of instalments: **0** (outlined below)Discount for on-time payments (if applicable): **0** %Monthly penalty for overdue contributions (if applicable): **2.50** %

Due date

Amount due

Amount due if discount applied

Paid

Amount overdue

Nil

Amount Unpaid including amounts billed not yet due

Nil

Other amounts payable by the lot owner

Purpose

Fund

Amount

Due date

Amount

No other amounts payable for the lot.

Summary of amounts due but not paid by the current owner

At the date of this certificate

Annual contributions	(\$951.34)
Special contributions	Nil
Other contributions	Nil
Other payments	Nil
Penalties	Nil
Total amount overdue (Total Amount Unpaid including not yet due \$0.00)	(\$951.34)

(An amount in brackets indicates a credit or a payment made before the due date)

Common property and assets

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

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

Sinking fund forecast and balance - maintenance and replacement of common property / assets

The body corporate must have a sinking fund to pay for future capital expenses, such as repairs or replacement of common property and assets. The body corporate must raise enough money in its sinking fund budget each year to provide for spending for the current year and to reserve an amount to meet likely spending for 9 years after the current year. If there is not enough money in the sinking fund at the time maintenance is needed, lot owners will usually have to pay additional contributions.

Prior to signing a contract, you should consider whether the current sinking fund balance is appropriate to meet likely future capital expenditure.

Does the body corporate have a current sinking fund forecast that estimates future capital expenses and how much money needs to be accumulated in the sinking fund?

Yes - you can obtain a copy from the body corporate records

Current sinking fund balance (as at date of certificate): \$ 77,225.86

Improvements to common property the lot owner is responsible for

A lot owner may make improvements to the common property for the benefit of their lot if authorised by the body corporate or under an exclusive use by-law. The owner of the lot is usually responsible for maintenance of these improvements, unless the body corporate authorises an alternative maintenance arrangement or it is specified in the relevant by-law.

Details of authorised improvements to the common property that the owner of the lot is responsible for maintaining in good condition are given with this certificate

Body corporate assets

The body corporate must keep a register of all body corporate assets worth more than \$1,000.

The body corporate does not have any assets that it is required to record in its register

Insurance

The body corporate must insure the common property and assets for full replacement value and public risk. The body corporate must insure, for full replacement value, the following buildings where the lots in the scheme are created:

- under a building format plan of subdivision or volumetric format plan of subdivision - each building that contains an owner's lot (e.g. a unit or apartment); or
- under a standard format plan of subdivision - each building on a lot that has a common wall with a building on an adjoining lot.

Body corporate insurance policies

Details of each current insurance policy held by the body corporate including, for each policy, are given with this certificate.

TYPE/COMPANY	POLICY NO.	SUM INSURED	PREMIUM	DUE DATE	EXCESS
BUILDING/Common Cont Longitude Insurance	LNG-STR-20370854	4,558,361.00	9,315.60	23/07/26	Gov Audit \$500 / Legal \$1,000 All Claims \$2,000
PUBLIC LIABILITY Longitude Insurance	LNG-STR-20370854	10,000,000.00	Included	23/07/26	
COMMON AREA CONTENTS Longitude Insurance	LNG-STR-20370854	45,584.00	Included	23/07/26	
OFFICE BEARERS Longitude Insurance	LNG-STR-20370854	2,000,000.00	Included	23/07/26	
LOSS OF RENT/TEMP AC Longitude Insurance	LNG-STR-20370854	683,754.00	Included	23/07/26	
CATASTROPHE/EMERGENCE Longitude Insurance	LNG-STR-20370854	15%	Included	23/07/26	
VOL WORKERS/PERS ACC Longitude Insurance	LNG-STR-20370854	200,000/2K	Included	23/07/26	

Body corporate insurance policies

Details of each current insurance policy held by the body corporate including, for each policy, are given with this certificate.

TYPE/COMPANY	POLICY NO.	SUM INSURED	PREMIUM	DUE DATE	EXCESS
FIDELITY GUARANTEE LONGITUDE INSURANCE	LNG-STR-20370854	100,000.00	Included	23/07/26	
FLOOD LONGITUDE INSURANCE	LNG-STR-20370854	Included	Included	23/07/26	
GOV AUDIT COSTS LONGITUDE INSURANCE	LNG-STR-20370854	30,000.00	Included	23/07/26	
LEGAL EXPENSES LONGITUDE INSURANCE	LNG-STR-20370854	50,000.00	Included	23/07/26	
WHS BREACHES LONGITUDE INSURANCE	LNG-STR-20370854	150,000.00	Included	23/07/26	
LOT OWNERS FIXTURES LONGITUDE INSURANCE	LNG-STR-20370854	300,000.00	Included	23/07/26	

Alternative insurance

Where the body corporate is unable to obtain the required building insurance, an adjudicator may order that the body corporate take out alternative insurance. Information about alternative insurance is available from www.qld.gov.au/buyingbodycorporate.

Does the body corporate currently hold alternative insurance approved under an alternative insurance order?

No

Lot owner and occupier insurance

The occupier is responsible for insuring the contents of the lot and any public liability risks which might occur within the lot.

The owner is responsible for insuring buildings that do not share a common wall if the scheme is registered under a standard format plan of subdivision, unless the body corporate has set up a voluntary insurance scheme and the owner has opted-in.

More information about insurance in community titles schemes is available from your solicitor or www.qld.gov.au/buyingbodycorporate

Contracts and authorisations

Caretaking service contractors and letting agents – Accommodation Module, Commercial Module and Standard Module

A body corporate may engage service contractors to provide services to the body corporate to assist in the management of the scheme.

If the Standard Module, Accommodation Module, or Commercial Module apply to a community titles scheme, the body corporate may also authorise a person to conduct a letting agent business for the scheme, that is, to act as the agent of owners of lots in the scheme who choose to use the person's services for the letting of their lot.

A service contractor who is also authorised to be a letting agent for the scheme is called a caretaking service contractor. Together, an agreement to engage a person as a caretaking service contractor and authorise a person as a letting agent is typically referred to as 'management rights'.

The maximum term of a service contract or authorisation entered into by a body corporate is:

- 10 years if the Standard Module applies to the scheme; and
- 25 years if the Accommodation Module or Commercial Module applies to the scheme.

You may inspect the body corporate records to find information about any engagements or authorisations entered into by the body corporate, including the term of an engagement or authorisation and, for an engagement, duties required to be performed and remuneration payable by the body corporate.

Has the body corporate engaged a caretaking services contractor for the scheme?

No

Has the body corporate authorised a letting agent for the scheme?

No

Embedded network electricity supply

Is there an arrangement to supply electricity to occupiers in the community titles scheme through an embedded network?

No

More information about embedded networks in community titles schemes is available from www.qld.gov.au/buyingbodycorporate.

Body corporate authority

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

Name/s Complete Body Corp Services

Positions/s held Body Corporate Manager

Date 13/05/2026

Signature/s *Complete Body Corporate Service Pty Ltd*

Copies of documents given with this certificate:

- by-laws for the scheme in consolidated form (if applicable)
- details of exclusive use by-laws or other allocations of common property (if applicable)
- the most recent statement of accounts
- details of amounts payable to the body corporate for another reason (if applicable)
- details of improvements the owner is responsible for (if applicable)
- the register of assets (if applicable)
- insurance policy details

MOUNTAIN VIEW ZENITH CTS 26877

4 Mountain View Avenue Miami Qld 4220

BALANCE SHEET

AS AT 13 MAY 2026

	ACTUAL 13/05/2026	ACTUAL 31/05/2025
<u>PROPRIETORS FUNDS</u>		
Administrative Fund	685.31	913.91
Sinking Fund	77,225.86	79,920.81
<u>TOTAL</u>	<u>\$ 77,911.17</u>	<u>\$ 80,834.72</u>
<u>THESE FUNDS ARE REPRESENTED BY</u>		
<u>CURRENT ASSETS</u>		
Cash At Bank	10,048.66	18,572.30
Term Deposit- Nab	69,565.19	66,128.54
Petty Cash Float	200.00	200.00
Levies In Arrears	0.00	37.92
Section 30 Arrears	0.00	2.85
<u>TOTAL ASSETS</u>	<u>79,813.85</u>	<u>84,941.61</u>
<u>LIABILITIES</u>		
Creditors	0.00	(233.11)
Levies In Advance	1,902.68	4,340.00
<u>TOTAL LIABILITIES</u>	<u>1,902.68</u>	<u>4,106.89</u>
<u>NET ASSETS</u>	<u>\$ 77,911.17</u>	<u>\$ 80,834.72</u>

MOUNTAIN VIEW ZENITH CTS 26877

4 Mountain View Avenue Miami Qld 4220

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 JUNE 2025 TO 13 MAY 2026

	ACTUAL 01/06/25-13/05/26	BUDGET 01/06/25-31/05/26	VARIANCE %	ACTUAL 01/06/24-31/05/25
<u>ADMINISTRATIVE FUND</u>				
<u>INCOME</u>				
Levies - Administrative Fund	27,498.06	27,498.06	100.00	24,498.00
Interest On Overdue Levies	22.84	0.00		312.86
<u>TOTAL ADMIN. FUND INCOME</u>	27,520.90	27,498.06		24,810.86
<u>EXPENDITURE - ADMIN. FUND</u>				
Bank Charges/Stratamax Fees	306.26	350.00	87.50	321.90
Body Corp. Administration	1,283.37	1,500.00	85.56	1,500.00
Secretarial-Non Contrct/Egm	927.00	2,500.00	37.08	2,453.00
Cleaning	468.90	0.00		0.00
Electricity	1,187.28	1,000.00	118.73	25.92
Fire Control	4,062.60	2,300.00	176.63	2,157.84
Insurance	9,315.60	10,500.00	88.72	10,383.34
Pest Control	253.00	300.00	84.33	253.00
Postage, Stationery & Printing	1,968.69	550.00	357.94	527.07
Archive/Data Storage Fees	264.00	288.00	91.67	288.00
Rep & Maint-Building & General	470.80	1,600.00	29.42	1,609.90
Rep & Maint-Gardens & Cleaning	4,318.00	4,000.00	107.95	3,847.10
Rep & Maint-Electrical	0.00	300.00	0.00	0.00
Rep & Maint-Plumbing	1,749.00	1,500.00	116.60	1,210.00
Rep & Maint-Security Gates	935.00	300.00	311.67	297.00
Rep & Maint-Intercom	0.00	200.00	0.00	0.00
Sundry Expenses - Bas/las	0.00	95.00	0.00	93.50
Telephone	0.00	35.00	0.00	32.65
Work Health/Safety Compliance	240.00	240.00	100.00	207.90
<u>TOTAL ADMIN. EXPENDITURE</u>	27,749.50	27,558.00		25,208.12
<u>SURPLUS / DEFICIT</u>	\$ (228.60)	\$ (59.94)		\$ (397.26)
Opening Admin. Balance	913.91	913.91	100.00	1,311.17
<u>ADMINISTRATIVE FUND BALANCE</u>	\$ 685.31	\$ 853.97		\$ 913.91

MOUNTAIN VIEW ZENITH CTS 26877

4 Mountain View Avenue Miami Qld 4220

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 JUNE 2025 TO 13 MAY 2026

	ACTUAL 01/06/25-13/05/26	BUDGET 01/06/25-31/05/26	VARIANCE %	ACTUAL 01/06/24-31/05/25
<u>SINKING FUND</u>				
<u>INCOME</u>				
Levies - Sinking Fund	6,750.00	6,750.00	100.00	6,750.00
Interest Received	2,578.85	500.00	515.77	3,145.24
<u>TOTAL SINKING FUND INCOME</u>	9,328.85	7,250.00		9,895.24
<u>EXPENDITURE - SINKING FUND</u>				
Building Improvements	0.00	5,000.00	0.00	0.00
Car Park Gate Repairs & Equip	0.00	0.00	0.00	1,949.20
Fire Doors	10,620.50	0.00		0.00
Fire Detectors	0.00	0.00	0.00	1,103.52
Intercom Repairs	0.00	0.00	0.00	1,188.00
Income Tax Expenses	1,403.30	170.00	825.47	1,693.90
<u>TOTAL SINK. FUND EXPENDITURE</u>	12,023.80	5,170.00		5,934.62
<u>SURPLUS / DEFICIT</u>	<u>\$ (2,694.95)</u>	<u>\$ 2,080.00</u>		<u>\$ 3,960.62</u>
Opening Sinking Fund Balance	79,920.81	79,920.81	100.00	75,960.19
<u>SINKING FUND BALANCE</u>	<u>\$ 77,225.86</u>	<u>\$ 82,000.81</u>		<u>\$ 79,920.81</u>

Register Of Authorisations Affecting Common Property

MOUNTAIN VIEW ZENITH CTS 26877

Lot No	Date of Resolution	Authority Given To	Description of Area	Conditions
3	18/05/1999	Lot 3	1	Refer By-Law 48

**FORM 14 - GENERAL REQUEST**

Version 2

Land Title Act 1994 and Land Act 1994

**Queensland Land Registry**

Stamp Duty Imprint

Dealing No

**703342201****\$87.00**

18/05/1999 10:10

GC 460**1. Nature of Request**

REQUEST TO RECORD FIRST COMMUNITY
MANAGEMENT STATEMENT FOR "MOUNTAIN
VIEW ZENITH" COMMUNITY TITLES SCHEME

Lodger Name, address & phone number LODGER CODE ↓

LAM INVESTMENTS PTY LTD
P.O.BOX 125
MERMAID BEACH, QLD. 4218

2. Description of Lot**County****Parish****Title Reference**

Lot 4 on SP115341

WARD

GILSTON

50256370

3. Registered Proprietor / Crown Lessee

LAM INVESTMENTS PTY LTD ACN 008 464 382

4. Interest

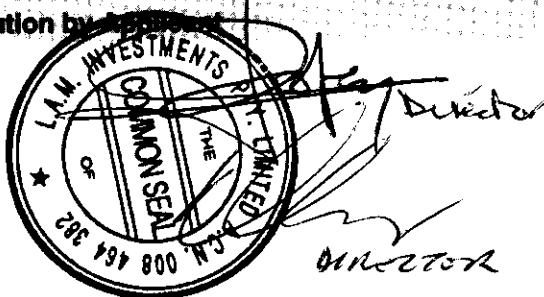
FEE SIMPLE

5. Applicant

LAM INVESTMENTS PTY LTD ACN 008 464 382

6. Request

I hereby request that: The First Community Management Statement deposited herewith...
be recorded as the First Community Statement for "Mountain View Zenith"
Community Titles Scheme and that PO Box 125, Mermaid Beach, 4218, be
recorded as the address for service of the body corporate for the scheme.

7. Execution by**Execution Date**

18/5/99

Applicant's or Solicitor's Signature

Note: A solicitor is required to print full name if signing on behalf of the applicant



CMS - FIRST ~~NEW~~ COMMUNITY MANAGEMENT STATEMENT

Version 1

page 1 of 11



Body Corporate and Community Management Act 1997

Queensland Land Registry

THIS STATEMENT MUST BE LODGED TOGETHER WITH A FORM 14
GENERAL REQUEST AND IN THE CASE OF A NEW STATEMENT MUST

26877

This statement incorporates and must include the following:

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

1. Name of community titles scheme

"MOUNTAIN VIEW ZENITH" Community Titles
Scheme

2. Regulation module

STANDARD

3. Name of body corporate

BODY CORPORATE FOR "MOUNTAIN VIEW ZENITH" COMMUNITY TITLES SCHEME

4. Scheme land

Description of Lot	County	Parish	Title Reference
See Annexure "A"			

5. Name and address of original owner

L A M INVESTMENTS PTY LTD ACN008464382
P.O.Box 125
Mermaid Beach, Qld. 4218

6. Reference to plan lodged with this statement

SP117867

first community management statement only

7. Local Government community management statement notation

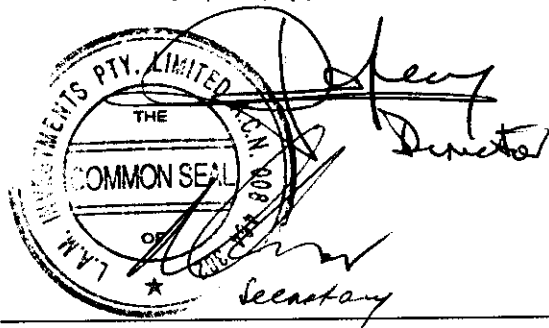
GIVEN under the Corporate Seal of the
COUNCIL of the CITY OF GOLD COAST
signed by IAN ALLAN D'ESPIE GLEW
the Manager Statutory Planning and COLIN JAMES
OUTTON the Co-ordinator Subdivision Services signed
they being the authorised officers to sign, affix and
witness such seal pursuant to Council Minute Number
98/06/21 name of Local Government

8. Execution by original owner/Consent of body corporate

Execution Date

1 / 5 / 99

*Execution



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

"MOUNTAIN VIEW ZENITH" COMMUNITY TITLES SCHEME**ANNEXURE "A"****4. Scheme Land**

<u>Description of Lot</u>	<u>County</u>	<u>Parish</u>	<u>Title Reference</u>
The common property of "Mountain View Zenith " Community Titles Scheme	Ward	Gilston	
Lot 1 on SP117867	Ward	Gilston	
Lot 2 on SP117867	Ward	Gilston	
Lot 3 on SP117867	Ward	Gilston	
Lot 4 on SP117867	Ward	Gilston	
Lot 5 on SP117867	Ward	Gilston	
Lot 6 on SP117867	Ward	Gilston	
Lot 7 on SP117867	Ward	Gilston	
Lot 8 on SP117867	Ward	Gilston	
Lot 9 on SP117867	Ward	Gilston	

"MOUNTAIN VIEW ZENITH" COMMUNITY TITLES SCHEME**SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS**

Lot on Plan	Contribution Schedule	Interest Schedule
Lot 1 on SP117867	1	1
Lot 2 on SP117867	1	1
Lot 3 on SP117867	1	1
Lot 4 on SP117867	1	1
Lot 5 on SP117867	1	1
Lot 6 on SP117867	1	1
Lot 7 on SP117867	1	1
Lot 8 on SP117867	1	1
Lot 9 on SP117867	1	1
TOTALS	9	9

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

Sections 57(1)(e)&(f) in Body Corporate and Community Management Act are not applicable.

SCHEDULE C BY-LAWS**BY-LAWS**

Section 130

1. **BY-LAWS TO BE OBSERVED.** A proprietor, occupier or lessee of a lot shall ensure the duties and obligations imposed by these laws on such proprietor, occupier or lessee shall be observed not only by such proprietor, occupier or lessee but also by the guests, servants, employees, agents, children, invitees and licensees of such proprietor, occupier or lessee and the proprietor, occupier or lessee shall be responsible at all times to the body corporate for the conduct of the guests, servants, employees, agents, children, invitees and licensees of such proprietor, occupier or lessee.

2. **ILLEGAL USE.** A proprietor, occupier or lessee of a lot shall not use his lot for any purpose which may be illegal or injurious to the reputation of the parcel or of the proprietors, occupiers or lessees of lots or which may interfere with the peaceful enjoyment of another lot by the proprietor, occupier or lessee thereof or which may interfere with the general management of the building.

3. **BEHAVIOUR OF OCCUPIERS.** A proprietor, occupier or lessee of a lot shall not permit or suffer any person of unsound mind or a drunkard to reside in or be about any lot.

4. **ANIMALS.** No animals, birds or reptiles shall be kept in any lot without the written consent of the committee first had and obtained which consent may at any time be withdrawn.

"MOUNTAIN VIEW ZENITH" COMMUNITY TITLES SCHEME

5. **NOISE.** A proprietor, occupier or lessee of a lot shall not make or permit any objectionable noises in the building or upon the parcel or interfere in any way with the peaceful enjoyment of other, proprietors, occupiers or lessees of lots or those having business with them or of any person lawfully using the common property and all musical instruments, radios, radiograms, television sets and tile like shall be controlled too that the sound arising therefrom shall be reasonable and not cause annoyance to the other proprietor, occupier or lessees of lots. In particular not proprietor, occupier or lessee of a lot shall hold or permit to be held any social gathering in his lot in which there shall occur any noise which interferes with the peace and quietness of any other proprietor, occupier or lessee of a lot, at any time or day or night. The volume of radio or television receivers and gramophones shall be kept as low as possible at all times and they shall not be operated between the hours of 10.00 p.m. and 8.00 a.m. in such a manner as to be audible at all to any other proprietor, occupier or lessee of a lot. A proprietor, occupier or lessee of a lot shall not permit any piano or other musical instrument to be practised or played upon or any avoidable noise to be made in his lot between the hours of 10.00 p.m. and 8.00 a.m. Quiet playing of a musical instruments is permissible to a reasonable extent at any time during the hours of 8.00 a.m. to 10.00 p.m. Practising during the same hours is permissible but not for longer than an hour at a time, or for a total of more than three hours in any day.

6. **CHILDREN.** No child shall be allowed to cry unattended. No child, servant or guest of a proprietor, occupier or lessee of a lot be permitted to cause any annoyance to any other proprietor, occupier or lessee of a lot.

7. **GUESTS.** Guests leaving after 11.00 p.m. shall be requested by their hosts to leave quietly. Quietness also shall be observed when a proprietor, occupier or lessee of a lot returns to the building late at night or early morning hours.

8. **UNAVOIDABLE NOISE.** In the event of any unavoidable noise in a lot at any time the proprietor, occupier or lessee thereof shall take all practical means to minimise annoyance to other proprietors, occupiers or lessees of lots by closing all doors, windows and curtains of his lot and also such further steps as may be within his power for the same purpose.

9. **INTERIOR OF LOT.** Each proprietor, occupier or lessee of a lot shall be responsible for the interior maintenance and decoration of his lot.

10. **CURTAINS.** A proprietor, occupier or lessee of a lot shall not hang curtains visible from outside the lot unless those curtains have a backing of such colour and design as shall be approved by the committee. A proprietor, occupier or lessee of a lot shall not install, renovate and/or replace a curtain backing without having colour and design of the same approved by the committee. In giving such approvals the committee shall ensure so far as practicable that curtain backing used in all lots present a uniform appearance when viewed from outside the building.

11. **EXTERNAL BLINDS.** No external blinds, awnings or fly screens shall be erected without the previous consent in writing of the committee.

12. **SIGNS.** Proprietors, occupiers or lessees of lots shall not paint, affix or display any signs, advertisements, notices, posters, placards, banners or like matter to or on any part of the building nor do anything to vary the external appearance of their lots without the prior consent of the committee except as per clause 47 (c).

13. **APPEARANCE OF BUILDING.** No clothes, bedding or other articles shall be hung on the windows.

"MOUNTAIN VIEW ZENITH" COMMUNITY TITLES SCHEME

14. **AERIALS.** Outside wireless and television aerials may not be erected without written permission from the committee.
15. **PROPRIETOR TO CLEAN.** The internal surface of all exterior windows and glass doors shall be kept clean by the proprietor, occupier or lessee.
16. **PEST CONTROL.** All lots shall be kept clean and all practicable steps should be taken to prevent infestation by vermin and/or insects.
17. **ALTERATIONS.** No additions or alterations (structural or otherwise) shall be made to any lot (including any alterations to gas, water or electrical installations and floor tiles to balconies) without the prior permission in writing of the committee.
18. **APPURTENANCES.** The water closets, conveniences and other water apparatus including waste pipes and drains shall not be used for any purpose other than those for which they were constructed and no sweepings, rubbish or other unsuitable substances shall be deposited therein. Any damage or blockage resulting to such water closets, conveniences, water apparatus, water pipes and drains from misuse or negligence shall be borne by the proprietor whether the same is caused by his own actions, or those of members of his household or his servants or agents or tenants or guests.
19. **USE OF WATER.** A proprietor, occupier or lessee of a lot shall not waste water and shall see that all water taps in his lot are promptly turned off after use.
20. **NOTICE OF DAMAGE OF DEFECTS.** A proprietor, occupier or lessee of a lot shall give the committee prompt notice of any accident to or defect in the water pipes, gas pipes, electrical installations or fixtures which comes to his knowledge and the committee shall have authority by its agents or servants in the circumstances having regard to the urgency involved to examine or make such repairs or renovations as they may deem necessary for the safety and preservations of the building as often as may be necessary.
21. **INFECTIOUS DISEASES.** In the event of any infectious disease which may require notification by virtue of any stature regulation or ordinance happening in any lot the proprietor, occupier or lessee of such lot shall give written notice thereof and any other information which may be required relative thereto to the committee and shall pay to the committee the expenses incurred by the committee of disinfecting the lot and any other part of the building required to be disinfected and replacing any articles or things the destruction of which may be rendered necessary by such disease.
22. **DAMAGE TO COMMON PROPERTY.** A proprietor or occupier of a lot shall not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the consent in writing of the body corporate, but this by-law does not prevent a proprietor or person authorised by him from installing:
- (a) any locking or other safety device for protection of his lot against intruders; and
 - (b) any screen or other device to prevent entry of animals or insects upon his lot.

"MOUNTAIN VIEW ZENITH" COMMUNITY TITLES SCHEME

23. DAMAGE TO LAWNS ON COMMON PROPERTY. A proprietor or occupier of a lot shall not:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon common property; or
- (b) except with the consent in writing of the body corporate, use for his own purposes as a garden any portion of the common property.

24. COMMON PROPERTY. A proprietor, occupier or lessee of a lot shall not obstruct nor deposit nor throw anything on any path, hall, stairway or corridor in the building nor injure nor dirty any part thereof.

25. STORAGE.

- (a) Empty bottles, boxes, used containers and similar items shall be stored tidily and so far as possible out of sight.
- (b) Car spaces shall be kept tidy and free of all litter.

26. GARBAGE DISPOSAL

- (a) Ensure all garbage is disposed of by use of the garbage bins provided at the driveway in accordance with these instructions and ensure the immediate area remains tidy;
- (b) comply with all local authority by-laws and ordinances relating to the disposal of garbage;
- (c) ensure that the health, hygiene and comfort of the proprietor or occupier of any other lot is not adversely affected by his disposal of garbage.

27. RUBBISH. A proprietor, occupier or lessee of a lot shall not throw or allow to fall or permit or suffer to be thrown or fall any paper rubbish refuse cigarette butts or other substance whatsoever out of the windows or doors or down the staircase passages from balconies from the roof or in passageways of the building. Any damage or costs for cleaning or repair or injury to persons caused by breach hereof shall be borne by the proprietor, occupier or lessee of the lot concerned.

28. OBSTRUCTION. The pathways, galleries and stairs on the parcel shall not be obstructed by any of the proprietors, occupiers or lessees or lots or used by them for any other purpose than the reasonable ingress and egress to and from their respective lots and no proprietor, occupier or lessee of a lot shall park or stand or permit to be parked or stood upon common property any vehicle except with the consent in writing of the committee.

29. MATS. A proprietor, occupier or lessee of a lot shall not deposit anything or throw any dust or beat any mat carpet or cloth on or in or allow children to play in or obstruct the use of other proprietors, occupiers or lessee of lots of the common property.

30. DANGEROUS MATERIALS. A proprietor, occupier or lessee of a lot shall not bring to, do or keep anything in his lot which shall increase the rate of fire insurance on the building or any property on the parcel or which may conflict with the laws and/or regulations relating to fires or any insurance policy upon the building or any property on the parcel or the regulations or ordinances of any public authority for the time being in force.

"MOUNTAIN VIEW ZENITH" COMMUNITY TITLES SCHEME

31. **STORAGE OF FLAMMABLE LIQUIDS, ETC.** A proprietor, occupier or lessee of a lot shall not, except with the consent in writing of the body corporate, use or store upon his lot or upon the common property any flammable chemical, liquid or gas or other flammable material, other than chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any such chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

32. **RIGHT OF ENTRY.** Upon one day's notice in writing the committee and its servants, agents and contractors shall be permitted to inspect the interior of any lot and to test any electrical, gas or water installation or equipment therein and to trace and repair any leakage or defect in the said installations or equipment (at the expense of the proprietor, occupier or lessee of the lot in cases where such leakage or defect is due to any act or default of the said proprietor, occupier or lessee or the guests, servants or agents). If not so permitted they may effect an entry. The committee, in exercising this power, shall ensure that its servants, agents and employees cause as little inconvenience to the proprietor, occupier or lessee of the lot as is reasonable in the circumstances.

33. **SECURITY.** A proprietor, occupier or lessee of a lot shall securely fasten all doors and windows to his lot on all occasions when the lot is left unoccupied and the Committee shall have the right to enter and fasten the same if left insecurely fastened.

34. **COMMON PROPERTY FACILITIES.** The committee may make rules relating to the common property not inconsistent with these by-laws and the same shall be observed by the proprietors, occupiers or lessee and until they are disallowed or revoked by a majority resolution at a general meeting of the body corporate.

35. **MEETINGS AND DELEGATION OF POWERS AND DUTIES.** The committee may:

- (a) meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit:

Provided that it shall meet when the secretary or, in his absence, any member of the Committee at the request of not less than one-third of the members of the Committee gives, within the period of time, if any, specifying in the request to the other members not less than seven days notice of a meeting proposed by him specifying the reason for calling such meeting and, where a member of the Committee other than the secretary is requested to convene a meeting of the Committee under this by-law, he may give, on behalf of the Committee, the notice to be given under by-law.

- (b) subject to any restriction imposed or direction given at a general meeting, delegate to one or more of its members such of its powers and duties as it thinks fit and at any time revoke such delegation.

36. **NOTICE OF COMMITTEE MEETINGS.** For not less than twenty-four hours ending immediately before a Committee holds a meeting it shall cause of its intention to hold the meeting, containing the agenda for the meeting, to be displayed on the notice board.

"MOUNTAIN VIEW ZENITH" COMMUNITY TITLES SCHEME**37. VOTING IN WRITING BY MEMBERS OF COMMITTEE. Where:**

- (a) by-law 36 has been compiled with in relation to any meeting;
- (b) the committee has caused to be served on each member of the committee a copy of any motion for a proposed resolution to be submitted at that meeting; and
- (c) any such resolution has been approved in writing by a majority of the members of the Committee.

the resolution shall, subject to sec. 45(3), be as valid as if it had been duly passed at a duly convened meeting of the committee, notwithstanding that the meeting was not held.

38. MINUTE OF CERTAIN RESOLUTIONS TO BE INCLUDED IN COMMITTEE MINUTES. The committee shall cause to be included in its minutes of all resolutions passed pursuant to by-law 37.**39. ACTS, ETC., OF COMMITTEE VALID NOTWITHSTANDING VACANCIES.** Any act or proceeding of a Committee done in good faith is, notwithstanding that at the time when the act or proceeding was done, taken or commenced there was:

- (a) a vacancy in the office of a member of the committee; or
- (b) a defect in the appointment, or a disqualification of a member, as valid as if the vacancy, defect or disqualification did not exist and the committee was fully and properly constituted.

40. POWERS AND DUTIES OF SECRETARY. The powers and duties of a secretary of a body corporate include:

- (a) the preparation and distribution of minutes of meeting of the body corporate and the submission of a motion for confirmation of the minutes of any meeting of the body corporate at the next such meeting;
- (b) the giving on behalf of the body corporate and of the committee of the notices required to be given under the Act;
- (c) the maintenance of the roll;
- (d) the supply of information on behalf of the body corporate in accordance with sec. 40(i) (a) and (b);
- (e) the answering of communications addressed to the body corporate;
- (f) the calling of nominations of candidates as chairman, secretary and treasure of the body corporate and other members of the committee; and
- (g) subject to sec. (29(1),(6) and (7), the convening of meetings of the body corporate and of the committee.

41. POWERS AND DUTIES OF TREASURER. The powers and duties of a treasurer of a body corporate include:

- (a) the notifying of proprietors of any contributions levied pursuant to this Act;
- (b) the receipt, acknowledgement and banking of and the accounting for any money paid to the body corporate;

"MOUNTAIN VIEW ZENITH" COMMUNITY TITLES SCHEME

- (c) the preparation of any certificate applied under sec. 40(1) (c); and
- (d) the keeping of the books of account referred to in sec. 38(1) (g) and the preparation of the statement of accounts referred to in sec. 38(1)(h).

42. COMMITTEE'S POWER TO EMPLOY AGENTS AND SERVANTS. A Committee may employ for and on behalf of the body corporate such agents and servants as it thinks fit in connection with the exercise and performance of the powers, authorities, duties and functions of the body corporate.

43. BODY CORPORATE WORKMAN. Proprietors, occupiers or lessees of lots shall not directly instruct any contractors or workmen employed by the body corporate unless so authorised, and all requests for consideration of any particular matter to be referred to the committee or to the body corporate shall be directed to the secretary and not to the chairman of any member of the committee.

44. Each lot in the building shall be used for residential purposes only.

45. RECOVERY OF BODY CORPORATE FEES. The Committee by majority resolution may authorise the commencement of legal proceedings against a proprietor or mortgagee to recover arrears of maintenance contributions.

46. PROPRIETOR TO REIMBURSE. Where the body corporate expends money to make good damage caused by a breach of Act, or of these by-laws by any proprietor or lessee of a lot or the guests, servants, employees, agents, children, invitees or licensees of the proprietor, occupier or lessee of a lot or any of them, the committee shall be entitled to recover the amount so expended as a debt in any action in any court of competent jurisdiction from the proprietor of the lot at any time after the breach occurred.

47. SALE OF UNIT. A proprietor, occupier or lessee of a lot shall not permit:

- (a) any auction sale to be conducted or to take place in his lot or in the building or upon the parcel;
- (b) a real estate agent engaged by the proprietor to sell the proprietor's lot to promote the lot by using it as a sales office; or
- (c) the erection of "For Sale" signs in or about the property, except that whilst the original proprietor remains a proprietor of any unit in the building it and its representative servants and/or agents shall be entitled to utilise any unit in the building of which it remains a proprietor as a display unit for allowing prospective purchasers of any unit in the said building to inspect such units and further, shall be entitled to place such signs and other advertising and display materials in and about the building, which signs shall in all respect be attractive and tasteful, bearing in mind the general appearance of the building, and shall not at any time, and from time to time be more, in terms of number and size than is reasonably necessary.

"MOUNTAIN VIEW ZENITH" COMMUNITY TITLES SCHEME**48. Car Spaces.- Exclusive Use.**

The proprietor for the time being of each lot in the building shall be entitled to the exclusive use and enjoyment of that part of the common property identified by the number shown in Drawing No. 8101MI-X which forms part of the Schedule E on the following conditions.

- (a) The owner shall be responsible for the expense of keeping his car space in a clean and tidy condition.
- (b) The owner shall not construct any structure in his storage facility without obtaining the consent of the Body Corporate.
- (c) The owner shall not allow any hazardous or dangerous substances to accumulate in his car space.

SCHEDULE D OTHER DETAILS REQUIRED/ PERMITTED TO BE INCLUDED

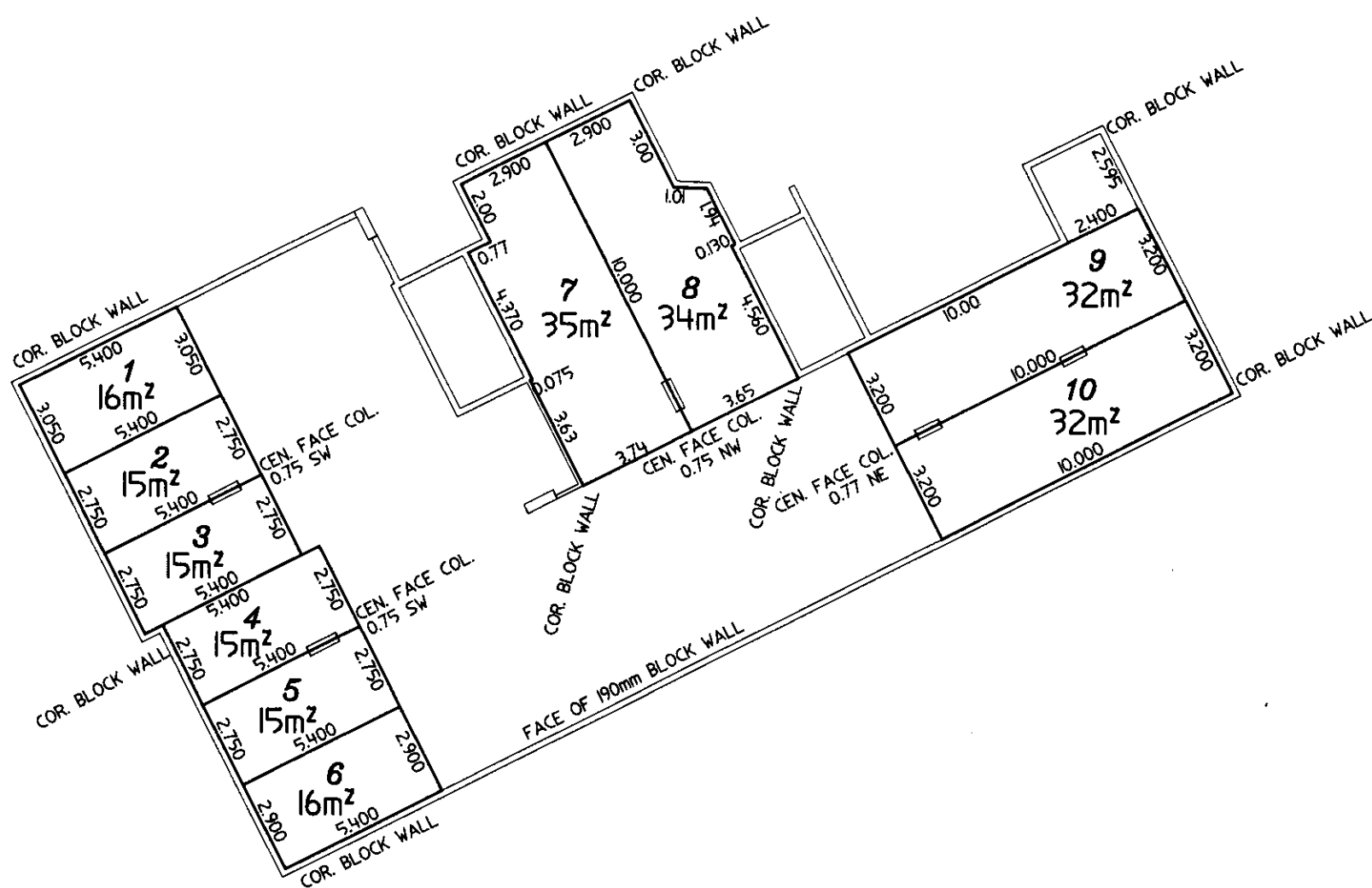
Nil

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

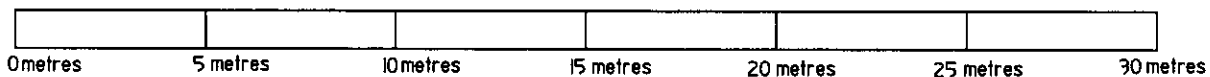
(The plan identifying the exclusive use is annexed hereto)

- Lot 1 on SP117867 - Exclusive use area 4 on drawing no. 8101MI-X
- Lot 2 on SP117867 - Exclusive use area 2 on drawing no. 8101MI-X
- Lot 3 on SP117867 - Exclusive use area 1 on drawing no. 8101MI-X
- Lot 4 on SP117867 - Exclusive use area 10 on drawing no. 8101MI-X
- Lot 5 on SP117867 - Exclusive use area 7 on drawing no. 8101MI-X
- Lot 6 on SP117867 - Exclusive use area 8 on drawing no. 8101MI-X
- Lot 7 on SP117867 - Exclusive use area 3 on drawing no. 8101MI-X
- Lot 8 on SP117867 - Exclusive use areas 5 & 6 on drawing no. 8101MI-X
- Lot 9 on SP117867 - Exclusive use area 9 on drawing no. 8101MI-X

N



I, STEWART CAMERON McINTYRE hereby certify that the details shown on this sketch plan are correct.



SCALE BAR

[Signature]
 LICENSED SURVEYOR
 DATE 5/5/99

STEWART McINTYRE & ASSOCIATES
 CONSULTING SURVEYORS
 19 PHILIPPINE PARADE
 PALM BEACH, QLD. 4221
 PHONE 55983334 FAX 55981522

PLAN OF EXCLUSIVE USE AREAS IN
 LEVEL A OF "MOUNTAIN VIEW ZENITH"
 COMMUNITY TITLES SCHEME

20/04/99

FIELD BOOK

DRAWN
 NMD

PARISH OF GILSTON

COUNTY OF WARD

SCALE 1:200 DRAWING NO. 810MI-X

CLIENT L A M INVESTMENTS PTY LTD

Implied Warranties Statement

(Perusal of Body Corporate's minutes of meetings, financial statements, and supporting reports from prior two years)

Body Corporate and Community Management Act 1997 ("the Act")

SECTION 223

Body Corporate

Body Corporate for: MOUNTAIN VIEW ZENITH

Community Titles Scheme: 26877

Body Corporate manager: COMPLETE BODY CORPORATE

Seller

Name: CHRISTOPHER MICHAEL SUNNEZ

Lot No: 3 on SP 117867

Address: 3/2-4 MOUNTAIN VIEW AVENUE, MIAMI QLD 4220

As to the statutory warranties and contractual warranties below, the seller warrants that, to the best of their knowledge (and as at the date of inspection), the body corporate records made available for inspection by the search agent:

Statutory Warranties

Are there any latent or patent defects in the common property or body corporate assets, other than the following –

- (a) defects arising through fair wear and tear; and
- (b) defects disclosed in the contract.

A. Any defects to which the warranty in paragraph 1 above applies.

REFER TO MINUTES ATTACHED

B. Are there any actual, contingent or expected liabilities of the body corporate that are not part of the body corporate's normal operating expenses, other than liabilities disclosed in the contract.

REFER TO MINUTES, REPORTS, DRAFT FINANCIAL STATEMENTS AND SINKING FUND FORECAST ATTACHED

C. Are there any circumstances in relation to the affairs of the body corporate, likely to materially prejudice the buyer

- a. whether an Administrator been appointed under the Order of an Adjudicator under the dispute resolution provisions;

NOTHING SIGHTED IN RECORDS PROVIDED

- b. whether the body corporate failed to comply with the provisions of the Act to the extent that its affairs are in disarray, records are incomplete and there is no reasonable prospect of the buyer finding out whether the warranty mentioned in subsection (A) above has been breached

NOTHING SIGHTED IN RECORDS PROVIDED

**Contractual
Warranties**

D. Is there a proposal to record a new Community Management Statement?

NOTHING SIGHTED IN RECORDS PROVIDED

E. Are there any unapproved improvements on common property benefiting the lot?

NOTHING SIGHTED IN RECORDS PROVIDED

F. Are there any outstanding by-law contravention notices in relation to the lot?

NOTHING SIGHTED IN RECORDS PROVIDED

G. Are there any proposed body corporate resolutions

NOTHING SIGHTED IN RECORDS PROVIDED

Date: 13th day of MAY, 2026.

SELLER NAME: CHRISTOPHER MICHAEL SUNNEZ

SELLER SIGNATURE: _____

The information in this Statement has been prepared from records provided for inspection to the search agent by the secretary or body corporate manager. No representations or warranties are given for the accuracy, completeness or currency of the records inspected or for any matters arising after the date of inspection. The seller remains responsible for any additional warranties and for ongoing disclosure obligations as at and after the contract date.

MOUNTAIN VIEW ZENITH CTS 26877

BALANCE SHEET

AS AT 13 MAY 2026

	ACTUAL 13/05/2026	ACTUAL 31/05/2025
<u>PROPRIETORS FUNDS</u>		
Administrative Fund	685.31	913.91
Sinking Fund	77,225.86	79,920.81
<u>TOTAL</u>	<u>\$ 77,911.17</u>	<u>\$ 80,834.72</u>
<u>THESE FUNDS ARE REPRESENTED BY</u>		
<u>CURRENT ASSETS</u>		
Cash At Bank	10,048.66	18,572.30
Term Deposit- Nab	69,565.19	66,128.54
Petty Cash Float	200.00	200.00
Levies In Arrears	0.00	37.92
Section 30 Arrears	0.00	2.85
<u>TOTAL ASSETS</u>	<u>79,813.85</u>	<u>84,941.61</u>
<u>LIABILITIES</u>		
Creditors	0.00	(233.11)
Levies In Advance	1,902.68	4,340.00
<u>TOTAL LIABILITIES</u>	<u>1,902.68</u>	<u>4,106.89</u>
<u>NET ASSETS</u>	<u>\$ 77,911.17</u>	<u>\$ 80,834.72</u>

MOUNTAIN VIEW ZENITH CTS 26877

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 JUNE 2025 TO 13 MAY 2026

	ACTUAL 01/06/25-13/05/26	BUDGET 01/06/25-31/05/26	VARIANCE %	ACTUAL 01/06/24-31/05/25
ADMINISTRATIVE FUND				
INCOME				
Levies - Administrative Fund	27,498.06	27,498.06	100.00	24,498.00
Interest On Overdue Levies	22.84	0.00		312.86
TOTAL ADMIN. FUND INCOME	27,520.90	27,498.06		24,810.86
EXPENDITURE - ADMIN. FUND				
Bank Charges/Stratamax Fees	306.26	350.00	87.50	321.90
Body Corp. Administration	1,283.37	1,500.00	85.56	1,500.00
Secretarial-Non Contract/Egm	927.00	2,500.00	37.08	2,453.00
Cleaning	468.90	0.00		0.00
Electricity	1,187.28	1,000.00	118.73	25.92
Fire Control	4,062.60	2,300.00	176.63	2,157.84
Insurance	9,315.60	10,500.00	88.72	10,383.34
Pest Control	253.00	300.00	84.33	253.00
Postage, Stationery & Printing	1,968.69	550.00	357.94	527.07
Archive/Data Storage Fees	264.00	288.00	91.67	288.00
Rep & Maint-Building & General	470.80	1,600.00	29.42	1,609.90
Rep & Maint-Gardens & Cleaning	4,318.00	4,000.00	107.95	3,847.10
Rep & Maint-Electrical	0.00	300.00	0.00	0.00
Rep & Maint-Plumbing	1,749.00	1,500.00	116.60	1,210.00
Rep & Maint-Security Gates	935.00	300.00	311.67	297.00
Rep & Maint-Intercom	0.00	200.00	0.00	0.00
Sundry Expenses - Bas/las	0.00	95.00	0.00	93.50
Telephone	0.00	35.00	0.00	32.65
Work Health/Safety Compliance	240.00	240.00	100.00	207.90
TOTAL ADMIN. EXPENDITURE	27,749.50	27,558.00		25,208.12
SURPLUS / DEFICIT	\$ (228.60)	\$ (59.94)		\$ (397.26)
Opening Admin. Balance	913.91	913.91	100.00	1,311.17
ADMINISTRATIVE FUND BALANCE	\$ 685.31	\$ 853.97		\$ 913.91

MOUNTAIN VIEW ZENITH CTS 26877

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 JUNE 2025 TO 13 MAY 2026

	ACTUAL	BUDGET	VARIANCE	ACTUAL
	01/06/25-13/05/26	01/06/25-31/05/26	%	01/06/24-31/05/25
SINKING FUND				
INCOME				
Levies - Sinking Fund	6,750.00	6,750.00	100.00	6,750.00
Interest Received	2,578.85	500.00	515.77	3,145.24
TOTAL SINKING FUND INCOME	9,328.85	7,250.00		9,895.24
EXPENDITURE - SINKING FUND				
Building Improvements	0.00	5,000.00	0.00	0.00
Car Park Gate Repairs & Equip	0.00	0.00	0.00	1,949.20
Fire Doors	10,620.50	0.00		0.00
Fire Detectors	0.00	0.00	0.00	1,103.52
Intercom Repairs	0.00	0.00	0.00	1,188.00
Income Tax Expenses	1,403.30	170.00	825.47	1,693.90
TOTAL SINK. FUND EXPENDITURE	12,023.80	5,170.00		5,934.62
SURPLUS / DEFICIT	\$ (2,694.95)	\$ 2,080.00		\$ 3,960.62
Opening Sinking Fund Balance	79,920.81	79,920.81	100.00	75,960.19
SINKING FUND BALANCE	\$ 77,225.86	\$ 82,000.81		\$ 79,920.81

**MINUTES OF AN ANNUAL GENERAL MEETING MOUNTAIN VIEW ZENITH CTS 26877 HELD AT
20 KING STREET, SOUTHPORT, QLD, 4215 ON 22 August 2024 AT 02:00 PM**

<u>PRESENT</u>	Lot 4	Philippa Bidner	Electronic vote
	Lot 8	Robert Priest	Electronic vote

IN ATTENDANCE Jaymie Heathcote – Complete Body Corporate Services

PROXIES Nil

APOLOGIES Nil

QUORUM There being a quorum represented, the meeting opened at 02:00 PM.

MOTION 1 **MINUTES - SUBMITTED BY THE COMMITTEE
ORDINARY RESOLUTION**

RESOLVED THAT minutes of the previous General Meeting held 21 November 2023, adjourned and reconvened, 28 November 2023, as attached be confirmed.

2 in favour, 0 against, 0 abstain Inv: 0

MOTION 2 **FINANCIAL STATEMENTS - SUBMITTED BY THE COMMITTEE
ORDINARY RESOLUTION**

RESOLVED THAT Financial Statements for the financial year ending 31/5/24 as attached be accepted.

2 in favour, 0 against, 0 abstain Inv: 0

MOTION 3 **ADMINISTRATION FUND BUDGET - SUBMITTED BY THE COMMITTEE
ORDINARY RESOLUTION**

RESOLVED THAT Administration Fund budget for the financial year ending 31/5/25 as attached be adopted.

2 in favour, 0 against, 0 abstain Inv: 0

MOTION 4

**ADMINISTRATION FUND LEVY - SUBMITTED BY THE COMMITTEE
ORDINARY RESOLUTION**

RESOLVED THAT Administration Fund levy for the financial year ending 31/5/25 be set at the rate of \$2,722.00 per contribution entitlement per annum payable as follows:

Levy Status	Financial Period	Period From	Period To	Due	Admin Fund	Per Lot Entitlement
Already Issued	Current	01 Jun 2024	31 Aug 2024	01 Jun 2024	\$5,425.00	\$602.77778
To be Issued	Current	01 Sep 2024	30 Nov 2024	01 Sep 2024	\$6,357.69	\$706.41000
To be Issued	Current	01 Dec 2024	28 Feb 2025	01 Dec 2024	\$6,357.69	\$706.41000
To be Issued	Current	01 Mar 2025	31 May 2025	01 Mar 2025	\$6,357.62	\$706.40222
Total		01 Jun 2024	31 May 2025		\$24,498.00	\$2,722.00000

Interim Periods

Levy Status	Financial Period	Period From	Period To	Due	Admin Fund	Per Lot Entitlement
To be Issued	Next	01 Jun 2025	31 Aug 2025	01 Jun 2025	\$6,124.50	\$680.50000
Total		01 Jun 2025	31 Aug 2025		\$6,124.50	\$680.50000

2 in favour, 0 against, 0 abstain Inv: 0

MOTION 5

**SINKING FUND BUDGET - SUBMITTED BY THE COMMITTEE
ORDINARY RESOLUTION**

RESOLVED THAT Sinking Fund budget for the financial year ending 31/5/25 as attached be adopted.

2 in favour, 0 against, 0 abstain Inv: 0

MOTION 6

**SINKING FUND LEVY - SUBMITTED BY THE COMMITTEE
ORDINARY RESOLUTION**

RESOLVED THAT Sinking Fund levy for the financial year ending 31/5/25 be set at the rate of \$750.00 per contribution entitlement per annum payable as follows:

Levy Status	Financial Period	Period From	Period To	Due	Sinking Fund	Per Lot Entitlement
Already Issued	Current	01 Jun 2024	31 Aug 2024	01 Jun 2024	\$1,687.50	\$187.50000
To be Issued	Current	01 Sep 2024	30 Nov 2024	01 Sep 2024	\$1,687.50	\$187.50000
To be Issued	Current	01 Dec 2024	28 Feb 2025	01 Dec 2024	\$1,687.50	\$187.50000
To be Issued	Current	01 Mar 2025	31 May 2025	01 Mar 2025	\$1,687.50	\$187.50000
Total		01 Jun 2024	31 May 2025		\$6,750.00	\$750.00000

Interim Periods

Levy Status	Financial Period	Period From	Period To	Due	Sinking Fund	Per Lot Entitlement
To be Issued	Next	01 Jun 2025	31 Aug 2025	01 Jun 2025	\$1,687.50	\$187.50000
Total		01 Jun 2025	31 Aug 2025		\$1,687.50	\$187.50000

2 in favour, 0 against, 0 abstain Inv: 0

MOTION 7

**AUDIT REQUIREMENTS - SUBMITTED BY THE COMMITTEE
SPECIAL RESOLUTION**

RESOLVED THAT Owners, MOUNTAIN VIEW ZENITH CTS 26877 resolve the books of the Body Corporate NOT be audited for the financial year ending 31/5/25.

2 in favour, 0 against, 0 abstain Inv: 0

MOTION 8

**APPOINTMENT OF AUDITOR - SUBMITTED BY THE COMMITTEE
ORDINARY RESOLUTION**

This motion lapsed due to motion 7 being resolved.

That AMG Audit + Assurance, a member of the Institute of Chartered Accountants in Australia, be appointed to audit the accounts of the Body Corporate for the ensuing year for a Professional Fee of \$370.00 including GST.

MOTION 9

**INSURANCE RENEWAL - SUBMITTED BY THE COMMITTEE
ORDINARY RESOLUTION**

RESOLVED THAT Owners, MOUNTAIN VIEW ZENITH CTS 26877 ratify the insurance renewal details, as set out in the attached Insurance Report, which has been renewed prior to this Meeting following Committee consideration and further authorise the Body Corporate Manager in conjunction with the Committee to obtain quotations and renew the insurances for the next year when due.

Note – In accordance with its Agreement, Complete Body Corporate Services receive approximately \$1,052.72 plus GST in commission on the Insurance Policy.

2 in favour, 0 against, 0 abstain Inv: 0

MOTION 10

**AMENDMENT OF QUORUM REQUIREMENT
SPECIAL RESOLUTION**

RESOLVED The Body Corporate approves an amendment to the quorum requirement for all future General Meetings, reducing the requirement to achieve a quorum as follows:

The percentage of voters required be reduced from 25% to 10%

and

The minimum of owners present at the meeting be reduced from 2 to 1.

2 in favour, 0 against, 0 abstain Inv: 0

MOTION 11

**PUBLIC OFFICER - SUBMITTED BY THE COMMITTEE
ORDINARY RESOLUTION**

RESOLVED THAT Owners, MOUNTAIN VIEW ZENITH CTS 26877 agree that Tania Hatcher of Complete Body Corporate Services be appointed as the Public Officer of the Body Corporate for the purposes of preparing and lodging BAS, Taxation Returns, and any other required lodgments on behalf of the Body Corporate.

2 in favour, 0 against, 0 abstain Inv: 0

MOTION 12

**WHS REPORT - QUALITY BUILDING MANAGEMENT - SUBMITTED BY
THE COMMITTEE
ORDINARY RESOLUTION**

RESOLVED The Body Corporate resolve to appoint Quality Building Management in the amount of \$231.00 Inc. GST to complete a Work Health and Safety Report at the complex in line with Work Health and Safety Act 2011 and that such funds be deducted from the Administration Fund.

2 in favour, 0 against, 0 abstain Inv: 0

MOTION 13

**ROUTINE FIRE MAINTENANCE - SUBMITTED BY THE COMMITTEE
ORDINARY RESOLUTION**

RESOLVED That the Body Corporate enter into a 12-month agreement with Safe Safety and Fire Experts at the total cost of \$1,555.40 Inc. GST to complete the routine servicing of the fire equipment with funds to be deducted from the Administration Fund.

2 in favour, 0 against, 0 abstain Inv: 0

MOTION 14

**FIRE AUDIT PACKAGE - SUBMITTED BY THE COMMITTEE
ORDINARY RESOLUTION**

RESOLVED That the Body Corporate approve the attached quotation from Quality Building Management, in the amount of \$547.00 including GST in accordance with the QLD Fire Safety Regulations and that such funds be deducted from the Administration Fund.

2 in favour, 0 against, 0 abstain Inv: 0

Election of Committee

Election of Chairperson

No nominees were selected for Chairperson, this place remains to be filled.

Election of Secretary

No nominees were selected for Secretary, this place remains to be filled.

Election of Treasurer

No nominees were selected for Treasurer, this place remains to be filled.

**Election of Ordinary
Member**

No nominees were selected for Ordinary Member, this place remains to be filled.

As per the Standard Module, the above positions must be filled within 30 days under the Body Corporate and Community Management (Standard Scheme Module) Regulation 2020.

MEETING CLOSURE

There being no further agenda items, the meeting closed at 02:30 PM.

Signed a true and correct record:

..... Chairman

..... Date

put to amend them. Upon the passing of either Motion, the Chairman shall sign the adopted Minutes, which then become the historical record of business so conducted.

**MINUTES OF AN ANNUAL GENERAL MEETING MOUNTAIN VIEW ZENITH CTS 26877 HELD AT
COMPLETE BODY CORPORATE SERVICES, 20 KING STREET, SOUTHPORT, QLD, 4215 ON 3
SEPTEMBER 2025 AT 2:00 PM**

PRESENT

Lot 2	Lyndal Anne Mellefont	Electronic vote
Lot 4	Philippa Bidner	Electronic vote

IN ATTENDANCE

Jaymie Heathcote – Complete Body Corporate Services (*non-voting*)

PROXIES

Nil

APOLOGIES

Nil

QUORUM

There being a quorum represented, the meeting opened at 02:00 PM.

MOTION 1

**MINUTES - SUBMITTED BY THE COMMITTEE
ORDINARY RESOLUTION**

RESOLVED THAT minutes of the previous reconvened General Meeting held 17 March 2025, as attached be confirmed.

1 in favour, 0 against, 1 abstain Inv: 0

MOTION 2

**FINANCIAL STATEMENTS - SUBMITTED BY THE COMMITTEE
ORDINARY RESOLUTION**

RESOLVED THAT Financial Statements for the financial year ending 31/5/25 as attached be accepted.

2 in favour, 0 against, 0 abstain Inv: 0

MOTION 3

**ADMINISTRATION FUND BUDGET - SUBMITTED BY THE COMMITTEE
ORDINARY RESOLUTION**

RESOLVED THAT Administration Fund budget for the financial year ending 31/5/26 as attached be adopted.

2 in favour, 0 against, 0 abstain Inv: 0

MOTION 4

**ADMINISTRATION FUND LEVY - SUBMITTED BY THE COMMITTEE
ORDINARY RESOLUTION**

RESOLVED THAT Administration Fund levy for the financial year ending 31/5/26 be set at the rate of \$3,055.34 per contribution entitlement per annum payable as follows:

Levy Status	Financial Period	Period From	Period To	Due	Admin Fund	Per Lot Entitlement
Already Issued	Current	01 Jun 2025	31 Aug 2025	01 Jun 2025	\$6,124.50	\$680.50000
To be Issued	Current	01 Sep 2025	30 Nov 2025	01 Sep 2025	\$7,124.49	\$791.61000
To be Issued	Current	01 Dec 2025	28 Feb 2026	01 Dec 2025	\$7,124.49	\$791.61000
To be Issued	Current	01 Mar 2026	31 May 2026	01 Mar 2026	\$7,124.58	\$791.62000
Total		01 Jun 2025	31 May 2026		\$27,498.06	\$3,055.34000

Interim Periods

Levy Status	Financial Period	Period From	Period To	Due	Admin Fund	Per Lot Entitlement
To be Issued	Next	01 Jun 2026	31 Aug 2026	01 Jun 2026	\$6,874.52	\$763.83556
Total		01 Jun 2026	31 Aug 2026		\$6,874.52	\$763.83556

2 in favour, 0 against, 0 abstain Inv: 0

MOTION 5

**SINKING FUND BUDGET - SUBMITTED BY THE COMMITTEE
ORDINARY RESOLUTION**

RESOLVED THAT Sinking Fund budget for the financial year ending 31/5/26 as attached be adopted.

2 in favour, 0 against, 0 abstain Inv: 0

MOTION 6

**SINKING FUND LEVY - SUBMITTED BY THE COMMITTEE
ORDINARY RESOLUTION**

RESOLVED THAT Sinking Fund levy for the financial year ending 31/5/26 be set at the rate of \$750.00 per contribution entitlement per annum payable as follows:

Levy Status	Financial Period	Period From	Period To	Due	Sinking Fund	Per Lot Entitlement
Already Issued	Current	01 Jun 2025	31 Aug 2025	01 Jun 2025	\$1,687.50	\$187.50000
To be Issued	Current	01 Sep 2025	30 Nov 2025	01 Sep 2025	\$1,687.50	\$187.50000
To be Issued	Current	01 Dec 2025	28 Feb 2026	01 Dec 2025	\$1,687.50	\$187.50000
To be Issued	Current	01 Mar 2026	31 May 2026	01 Mar 2026	\$1,687.50	\$187.50000
Total		01 Jun 2025	31 May 2026		\$6,750.00	\$750.00000

Interim Periods

Levy Status	Financial Period	Period From	Period To	Due	Sinking Fund	Per Lot Entitlement
To be Issued	Next	01 Jun 2026	31 Aug 2026	01 Jun 2026	\$1,687.50	\$187.50000
Total		01 Jun 2026	31 Aug 2026		\$1,687.50	\$187.50000

2 in favour, 0 against, 0 abstain Inv: 0

MOTION 7

**AUDIT REQUIREMENTS - SUBMITTED BY THE COMMITTEE
SPECIAL RESOLUTION**

DEFEATED that Owners, MOUNTAIN VIEW ZENITH CTS 26877 resolve the books of the Body Corporate NOT be audited for the financial year ending 31/5/26.

1 in favour, 1 against, 0 abstain Inv: 0

MOTION 8

**APPOINTMENT OF AUDITOR - SUBMITTED BY THE COMMITTEE
ORDINARY RESOLUTION**

RESOLVED That AMG Audit & Assurance, a member of the Institute of Chartered Accountants in Australia, be appointed to audit the accounts of the Body Corporate for the ensuing year for a Professional Fee of \$370.00 including GST.

2 in favour, 0 against, 0 abstain Inv: 0

MOTION 9

**INSURANCE RENEWAL - SUBMITTED BY THE COMMITTEE
ORDINARY RESOLUTION**

RESOLVED THAT Owners, MOUNTAIN VIEW ZENITH CTS 26877 ratify the insurance renewal details, as set out in the attached Insurance Report, which has been renewed prior to this Meeting following Committee consideration and further authorise the Body Corporate Manager in conjunction with the Committee to obtain quotations and renew the insurances for the next year when due.

Note – In accordance with its Agreement, Complete Body Corporate Services receive approximately \$1,064.41 plus GST in commission on the Insurance Policy.

2 in favour, 0 against, 0 abstain Inv: 0

MOTION 10

WHS REPORT

That the Body Corporate agree to have a Work Health and Safety report carried out by an authorised inspector in accordance with the Work Health and Safety Act 2011 and that such funds be deducted from the Administration Fund.

MOTION 10.1

**WHS REPORT - OLIVE TREE CONSULTING - SUBMITTED BY THE COMMITTEE
ORDINARY RESOLUTION**

RESOLVED The Body Corporate resolve to appoint Olive Tree Consulting in the amount of \$240.00 Inc. GST to complete a Work Health and Safety Report at the complex in line with Work Health and Safety Act 2011 and that such funds be deducted from the Administration Fund.

2 in favour, 0 against, 0 abstain Inv: 0

MOTION 10.2

**WHS REPORT - QUALITY BUILDING MANAGEMENT - SUBMITTED BY THE COMMITTEE
ORDINARY RESOLUTION**

DEFEATED The Body Corporate resolve to appoint Quality Building Management in the amount of \$279.00 Inc. GST to complete a Work Health and Safety Report at the complex in line with Work Health and Safety Act 2011 and that such funds be deducted from the Administration Fund.

0 in favour, 2 against, 0 abstain Inv: 0

Motion 10.1 was chosen as the outcome for this same issue motion as it was the only qualifying motion

MOTION 11

FIRE AUDIT PACKAGE

That the Body Corporate agree to have an annual fire compliance inspection carried out by an authorised inspector in accordance with the QLD Fire Safety Regulations and that such funds be deducted from the Administration Fund.

The following same-issue motions are included in this group:

- Olive Tree Consulting
- Quality Building Management

MOTION 11.1

**FIRE AUDIT PACKAGE - OLIVE TREE CONSULTING - SUBMITTED BY THE COMMITTEE
ORDINARY RESOLUTION**

RESOLVED That the Body Corporate approve the attached quotation from Olive Tree Consulting, in the amount of \$540.00 including GST in accordance with the QLD Fire Safety Regulations and that such funds be deducted from the Administration Fund.

2 in favour, 0 against, 0 abstain Inv: 0

MOTION 11.2

**FIRE AUDIT PACKAGE - QUALITY BUILDING MANAGEMENT -
SUBMITTED BY THE COMMITTEE
ORDINARY RESOLUTION**

DEFEATED That the Body Corporate approve the attached quotation from Quality Building Management, in the amount of \$652.00 including GST in accordance with the QLD Fire Safety Regulations and that such funds be deducted from the Administration Fund.

0 in favour, 2 against, 0 abstain Inv: 0

Motion 11.1 was chosen as the outcome for this same issue motion as it was the only qualifying motion

MOTION 12

FIRE DOOR DEFECT REPAIRS

That the Body Corporate agree to engage one of the following contractors to complete the fire door defect repairs at the complex.

The following same-issue motions are included in this group:

1. Safe Safety & Fire Experts
2. Dayshelf Fire Systems

MOTION 12.1

**FIRE DOOR DEFECT REPAIRS - SAFE SAFETY & FIRE EXPERTS -
SUBMITTED BY THE COMMITTEE
ORDINARY RESOLUTION**

RESOLVED That the Body Corporate resolve to accept the attached quotation from Safe Safety and Fire Experts in the amount of \$10,917.50 Inc. GST to complete the fire door defect repairs identified in the recent fire inspection and that such funds be deducted from the Sinking Fund.

2 in favour, 0 against, 0 abstain Inv: 0

MOTION 12.2

**FIRE DOOR DEFECT REPAIRS - DAYSHelf FIRE SYSTEMS -
SUBMITTED BY THE COMMITTEE
ORDINARY RESOLUTION**

DEFEATED That the Body Corporate resolve to accept the attached quotation from Dayshelf Fire Systems in the amount of \$13,810.77 Inc. GST to complete the fire door defect repairs identified in the recent fire inspection and that such funds be deducted from the Sinking Fund.

0 in favour, 2 against, 0 abstain Inv: 0

Motion 12.1 was chosen as the outcome for this same issue motion as it was the only qualifying motion

Election of Committee

Election of Chairperson

No nominees were selected for Chairperson, this place remains to be filled.

Election of Secretary

No nominees were selected for Secretary, this place remains to be filled.

Election of Treasurer

No nominees were selected for Treasurer, this place remains to be filled.

**Election of Ordinary
Member**

No nominees were selected for Ordinary Member, this place remains to be filled.

As per the Standard Module, the above positions must be filled within 30 days under the Body Corporate and Community Management (Standard Scheme Module) Regulation 2020.

MEETING CLOSURE

There being no further agenda items, the meeting closed at 02:30 PM.

Signed a true and correct record:

..... Chairman

..... Date

These Minutes are presented in Draft Form and have been approved for circulation. At the next meeting, a motion will be put that these minutes be adopted as circulated, or should any person present at the previous meeting consider it so required, a motion put to amend them. Upon the passing of either Motion, the Chairman shall sign the adopted Minutes, which then become the historical record of business so conducted.

**MINUTES OF AN EXTRAORDINARY GENERAL MEETING MOUNTAIN VIEW ZENITH CTS 26877
HELD AT 20 KING STREET, SOUTHPORT, QLD, 4215 ON 17 MARCH 2025 AT 10:00 AM**

<u>PRESENT</u>	Lot 2	Lyndal Mellefont	Electronic vote
	Lot 4	Philippa Bidner	Electronic vote
	Lot 8	Robert Priest	Electronic vote

IN ATTENDANCE Jaymie Heathcote – Complete Body Corporate Services (Non-voting)

PROXIES Nil

APOLOGIES Nil

QUORUM There being a quorum represented, the meeting opened at 10:00 AM.

MOTION 1 **MINUTES - SUBMITTED BY THE COMMITTEE
ORDINARY RESOLUTION**

RESOLVED THAT minutes of the previous General Meeting held 22/8/24, as attached be confirmed.
1 in favour, 0 against, 1 abstain Inv: 1

Invalid Vote Reasons

1 invalid vote(s) - Non-financial

MOTION 2 **INSTALLATION OF SECURITY CAMERAS - SUBMITTED BY THE
COMMITTEE
ORDINARY RESOLUTION**

DEFEATED That the Body Corporate resolve to accept the attached quotation from Secure Lock & Electrical in the amount of \$5,241.83 Inc. GST to supply and install CCTV cameras at the complex and that such funds be deducted from the Sinking Fund.
1 in favour, 1 against, 0 abstain Inv: 1

Invalid Vote Reasons

1 invalid vote(s) - Non-financial

MOTION 3 **FIRE DEFECT REPAIRS - SUBMITTED BY THE COMMITTEE
ORDINARY RESOLUTION**

RESOLVED That the Body Corporate resolve to accept the attached quotation from Safe Safety and Fire Experts in the amount of \$2,618.22 Inc. GST to complete the fire defect repairs found in the recent fire inspection and that such funds be deducted from the Sinking Fund.
2 in favour, 0 against, 0 abstain Inv: 1

Invalid Vote Reasons

1 invalid vote(s) - Non-financial

MOTION 4 FIRE DOOR DEFECT REPAIRS

That the Body Corporate agree to engage one of the following contractors to complete the fire door defect repairs at the complex.

The following same-issue motions are included in this group:

1. Safe Safety & Fire Experts
2. Dayshef Fire Systems

**MOTION 4.1 FIRE DOOR DEFECT REPAIRS - SAFE SAFETY & FIRE EXPERTS -
SUBMITTED BY THE COMMITTEE
ORDINARY RESOLUTION**

DEFEATED That the Body Corporate resolve to accept the attached quotation from Safe Safety and Fire Experts in the amount of \$10,917.50 Inc. GST to complete the fire door defect repairs identified in the recent fire inspection and that such funds be deducted from the Sinking Fund.

1 in favour, 1 against, 0 abstain Inv: 1

1 invalid vote(s) - Non-financial

**MOTION 4.2 FIRE DOOR DEFECT REPAIRS - DAYSHELF FIRE SYSTEMS -
SUBMITTED BY THE COMMITTEE
ORDINARY RESOLUTION**

DEFEATED That the Body Corporate resolve to accept the attached quotation from Dayshef Fire Systems in the amount of \$13,810.77 Inc. GST to complete the fire door defect repairs identified in the recent fire inspection and that such funds be deducted from the Sinking Fund.

1 in favour, 1 against, 0 abstain Inv: 1

1 invalid vote(s) - Non-financial

There were no qualifying motions.

Election of Committee

Election of Chairperson

No nominees were selected for Chairperson, this place remains to be filled.

Election of Secretary

No nominees were selected for Secretary, this place remains to be filled.

Election of Treasurer

No nominees were selected for Treasurer, this place remains to be filled.

Election of Ordinary

Member

No nominees were selected for Ordinary Member, this place remains to be filled.

MEETING CLOSURE

There being no further agenda items, the meeting closed at 10:30 AM.

Signed a true and correct record:

..... Chairman

..... Date

These Minutes are presented in Draft Form and have been approved for circulation. At the next meeting, a motion will be put that these minutes be adopted as circulated, or should any person present at the previous meeting consider it so required, a motion put to amend them. Upon the passing of either Motion, the Chairman shall sign the adopted Minutes, which then become the historical record of business so conducted.

ANNUAL FIRE SAFETY AUDIT

Mountain View Zenith

CTS 26877



DATE: 15/09/2025



OLIVE TREE
— Consulting Group —



Olive Tree Consulting Group
GOLD COAST | BRISBANE | TOOWOOMBA
SUNSHINE COAST | NORTHERN NSW

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INTRODUCTION

PROPERTY DETAILS

Body Corporate	Mountain View Zenith
CTS	26877
Address	4 Mountain View Avenue, Miami QLD 4220
Plan Type	BFP
Date of Inspection	15/09/2025
Consultant	Arnaud d'Assonville – FSA / WHSO (#W01652) – BSB41419, CPCCDE3014, CPCCDE3015

PROPERTY DESCRIPTION

The scheme consists of 9 residential lots in a three-level walk-up building.

Common property includes driveway, visitor parking, basement carpark, stairways [2], pathways, gardens, mailboxes and boundary fencing.

SCOPE OF WORK

Olive Tree Consulting Group Pty Ltd was engaged by the Body Corporate for the purpose of conducting a review of the Fire Services and Evacuation requirements by the QFES.

This audit will help determine compliance with the Building Fire Safety Regulation 2008. Information contained within this report complies with the Queensland Fire & Rescue Service's Building Fire Safety Management Tool & Advisory Notes.

ADDITIONAL INFORMATION

- Nil to report



SUMMARY OF ASSESSMENT

ASSESSMENTS	NUMBER	COMMENTS
"YES" Compliant	33	
"NO" Non-Compliant	3	See Assessment Details.
Not applicable	28	

SUMMARY NOTES

- Please ensure non-compliant items are remedied. Please seek advice should you have any questions.
- Ensure to have a Certificate of Classification displayed for the scheme, as required under the *Building Fire Safety Regulation 2008*. This can be displayed in either stairwell by the front door.
- Remedial action is required for the basement fire doors – one [1] fire door has a missing closer and the other is held open with a brick. These must remain closed to maintain compliance and prevent the spread of smoke and fire.

METHODOLOGY AND SCORING

ACCESS

Assessment has only been made on assessable common area facilities and areas on the day of inspection.

SCORE

This information is evaluated as follows: -

"YES" Compliant – Meaning sufficient evidence was supplied or observed to prove that the assessment was generally being performed to the required standard.

"NO" Non Compliant – Meaning insufficient evidence of compliance was available, or significant non-compliance was observed during the investigation to constitute that action needs to be taken to remedy, or report on the matter.

Not applicable – The assessment items is not relevant to the particular building, and / or the equipment is not part of the fire protection system.

LEGISLATIVE

- Requirements of the Fire and Rescue Service Act 1990 (FRSA) and the Building Fire Safety Regulations 2008 (BFSR) puts obligations and responsibilities on all owners, or a business or person, that is occupying, or managing a building in Queensland, to ensure the safety of any person in that building in the event of a fire or other emergency.
- Legislation sets out a legal obligation to ensure the safety of any person in a building in the event of a fire or hazardous materials emergency. This document is designed to assist in managing compliance with the *Fire and Rescue Service Act 1990* and the *Building Fire Safety Regulation 2008*.
- The guideline is issued under section 258 of the Building Act 1975 (the Act) and Section 258 allows for guidelines to be made to ensure compliance with the Act.
- Standards for the maintenance of fire safety installations are contained in Mandatory Part (MP) 6.1—Commissioning and maintenance of fire safety installations. MP 6.1 has been developed to set appropriate performance standards for both commissioning and maintenance of prescribed fire safety installations for the safe occupation of buildings and to specify the records that are required. Building fire safety maintenance standards were transferred from the Building Fire Safety Regulation 2008 (BFSR) into the Queensland Development Code (QDC).

AUSTRALIAN STANDARDS AND CODE

The following legislation is relevant to this report:

- Australian Standard AS 3745—2010, Emergency Control Organization and Procedures for Buildings, Structures and Workplaces.
- Australian Standard 4083-1992 Emergency Responses for Health Care Facilities.
- Fire and Rescue Service Act 1990 (FRSA)

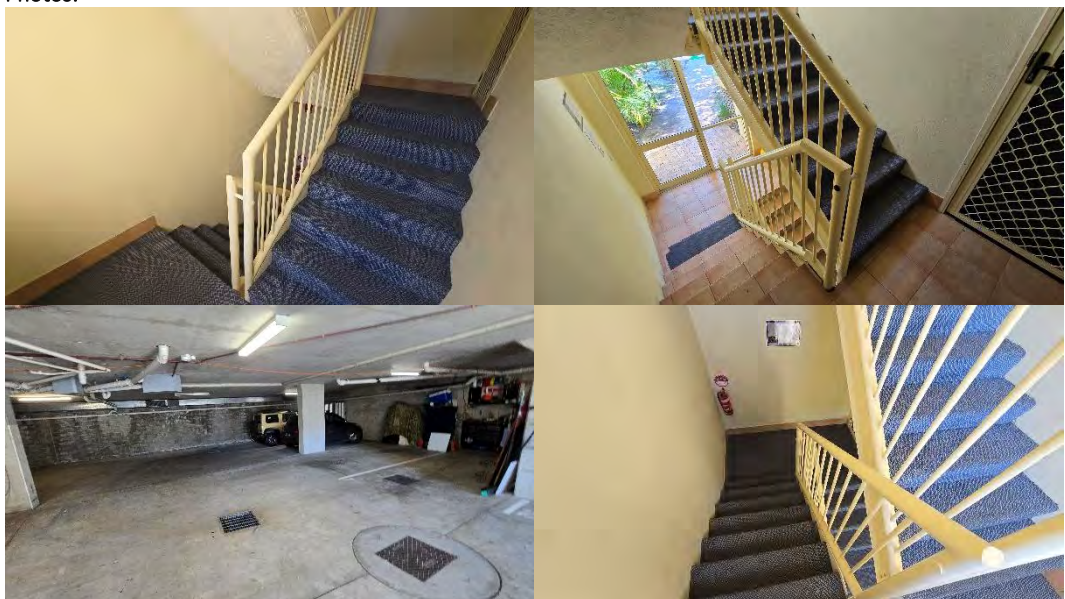
The following legislation and code is part of the fire protection service installations, but the requirements of the standards are not assessed in this report:

- National Construction Code (NCC)
- Australian Standard 1851-2005 – Maintenance of Fire Protection Systems and Equipment.
- Australian Standard 2293.2-2019 – Emergency Escape Lighting and Exit Signs





ASSESSMENT DETAILS

Means of Escape from Buildings	Element Type: Evacuation Routes- All Buildings
[1] Are evacuation routes clear of obstructions?	Yes
Observations / Comment: - The owner/occupier must ensure that no thing impedes or obstructs travel on the evacuation route. - The regulation defines a thing that may impede or obstruct travel as a vehicle, an animal, fixtures or fittings, goods or materials. It may also include people. - An evacuation route is the path a person would take to exit the building. It is usually marked with exit signage. An evacuation route includes the space above the path of travel. An evacuation route must be indicated on the evacuation diagram (refer to items 9 and 44 for further details regarding evacuation diagrams). - Evacuation routes must be a minimum of one metre wide. - A final exit must lead directly to a road or open space and where people are safe from the effects of a fire or hazardous materials emergency in the building - Evacuation routes start in common areas, not inside units, meeting rooms or individual offices. A common area is a passageway, stairway, corridor or mall. This item relates to Section 8 of the Building Fire Safety Regulation 2008.	
Corrective Actions: The evacuation routes were clear. No obstructions were observed during the inspection that may hinder or impede travel during an emergency evacuation.	
Photos: 	

Means of Escape from Buildings	Element Type: Evacuation Routes- All Buildings
[2] Are final exits clear of obstructions for two metres?	Yes
Observations / Comment: - The owner/occupier must ensure a clear evacuation route for two metres outside the final exit of the building (i.e. that no thing impedes or obstructs travel for two metres outside the final exit). - A final exit door is the last exit door from the building. - A final exit door must lead directly to a place of safety outside the building or open space and where people are safe from the effects of fire or hazardous materials emergency in the building. - The regulation defines a thing that may impede or obstruct travel as a vehicle, an animal, fixtures or fittings, goods or materials. It may also include people. This item relates to Section 8 of the Building Fire Safety Regulation 2008.	
Corrective Actions: The final exit is clear for two metres. No obstructions were observed at the time of inspection.	
Photos: 	





Means of Escape from Buildings	Element Type: Evacuation Routes- All Buildings
[3] Are the final exits of any adjoining properties clear?	Yes
Observations / Comment: - The occupier of one building must not block the final exit from a neighbouring building or tenancy. - The owner/occupier must ensure that the final exits of the adjoining property are clear (i.e. that no thing impedes or obstructs travel for two metres outside the final exit). - A final exit door is the last exit door from the neighbouring building or tenancy and leads to a place of safety without any further impediments such as locked gates. - The regulation defines a thing that may impede or obstruct travel as a vehicle, an animal, fixtures or fittings, goods or materials. It may also include people. (An example of a thing obstructing travel would be placing a rubbish skip within two metres of a neighbouring tenant's final exit). This item relates to Section 9 of the Building Fire Safety Regulation 2008.	
Corrective Actions: The final exits for both stairwells were clear.	

Means of Escape from Buildings	Element Type: Exit Doors
[4] Is the door hardware the correct type?	Yes
Observations / Comment: - Exit doors are doors that are in the evacuation route or are doors at the final exit of the building. - Exit doors must be opened by a single handed downward or pushing action on a single device. - Lever type handles or panic bars are the only acceptable door hardware for exit doors. - Barrel bolts are not illegal providing they are locked in the open position when the building is occupied. - Knob type handles are not acceptable door hardware for exit doors. - Automatic opening doors that open on activation of the fire detection system are acceptable, providing if they fail they can be manually opened with a force of 110 Newtons (the force required to lift 11 kilograms) or less. - Sliding doors, if approved, are acceptable. Queensland Fire and Emergency Services (QFES) recommend that an arrow showing the direction of slide and signage indicating slide to open be attached to the door. This item relates to Sections 10 and 11 of the Building Fire Safety Regulation 2008	
Corrective Actions: Single-handed downward levers/handles are installed to allow quick and easy door operation during an emergency evacuation. Unlike round handles, these levers enable occupants to exit using their elbows if they have hand burns or are carrying someone, eliminating the need for a hand twisting motion.	
Photos: 	

Means of Escape from Buildings	Element Type: Exit Doors
[5] Are the doors along the evacuation route unlocked?	Yes
Observations / Comment: The owner/occupier must ensure doors on evacuation routes are not locked if people are known to be in the building. - Doors on evacuation routes must be able to be opened by a single handed downward or pushing action on a single device. Knob type handles are not acceptable door hardware for these doors. The door hardware of buildings used as detention centres, mental health facilities, child care centres (including Prep and After-School Care where full-time adults are present) and secure parts of banks, are required to comply with the Building Code of Australia, Part D2.21. - Where special door locking arrangements are in place the method of operation and the information provided to staff/occupants is required to be retained in the evacuation coordination procedures, which must be kept with the fire and evacuation plan. (For more information regarding fire and evacuation plans refer to item 44). This item relates to Sections 10, 11 and 12 of the Building Fire Safety Regulation 2008	
Corrective Actions: The doors along the evacuation route (when exiting the building) were unlocked.	





Means of Escape from Buildings	Element Type: Fire/ Smoke Doors and Walls
[6] Are the fire/ smoke doors unobstructed and undamaged?	No
Observations / Comment: The owner/occupier must ensure that fire/smoke doors are not obstructed nor damaged. • Fire or smoke doors are not to be 'chocked' or held open. Fire doors must automatically close and fully latch after each opening. • An exception to this is when the door is held open by a device connected to the buildings fire alarm system that allows the door to close on activation of a fire alarm. This item relates to Section 13 of the Building Fire Safety Regulation 2008. See the Queensland Development Code MP 6.1 at: www.hpw.qld.gov.au/construction/BuildingPlumbing/Building/BuildingLawsCodes/QueenslandDevelopmentCode/Pages/QueenslandDevelopmentCodeCurrentParts.aspx for further details regarding maintenance requirements.	
Corrective Actions: The two [2] basement fire doors were found open. One held open with a brick and the other has a missing door closer. This is a breach of the <i>Building Fire Safety Regulation 2008</i> and they must remain closed to prevent the spread of smoke and/or fire. Remedial action is required.	
Photos: 	

Means of Escape from Buildings	Element Type: Fire/ Smoke Doors and Walls
[7] Can current maintenance records for fire doors be produced upon request?	Yes
Observations / Comment: • A log book is required to record current inspections • Fire doors in Class 5, 6, 9a and 9c buildings must be inspected at 6 monthly intervals. ◦ A Class 5 building is defined as an office; Class 6 buildings include shops, hotels, service stations; Class 9a buildings are health care buildings and Class 9c are aged care buildings. • Fire doors in all other buildings must be inspected annually.	
Corrective Actions: The fire doors were serviced in October 2024. Maintenance tags on fire door frames and records provided by the Body Corporate Manager.	
Photos: 	

Means of Escape from Buildings	Element Type: Fire/ Smoke Doors and Walls
[8] Are the fire/ smoke walls free from unprotected penetration?	Yes
Observations / Comment: • The owner/occupier must ensure that fire/smoke walls are free from unprotected penetration. ◦ If, for example, tradespersons or other persons have to penetrate fire or smoke walls to fit equipment, air conditioning ducts etc. or run cabling, the person as well as the occupier must ensure these penetrations are filled with the appropriate fire rated compound, or in the case of smoke walls, sealed. • Building plans should indicate whether walls are fire or smoke walls. This item relates to Section 13 of the Building Fire Safety Regulation 2008.	
Corrective Actions: Nil to report.	





Means of Escape from Buildings	Element Type: Evacuation Signs/ Diagrams- General
[9] Do the evacuation signs/ diagrams contain the required information?	Yes
Observations / Comment: • Every building must have evacuation signs/diagrams (except Class 1a and Class 10 buildings). • An evacuation sign comprises evacuation procedures and an evacuation diagram. • An evacuation procedure outlines the process to follow in the event of a fire or hazardous materials emergency. • Whereas evacuation diagrams must show the following details (fire safety reference points): ◦ The place that corresponds to the place in the building where the diagram is displayed (e.g. 'You are here' signage). ◦ The route from (you are here) to the nearest exit. ◦ Each exit of the building. ◦ Any intercommunication devices in the common areas (e.g. Warden Intercommunication Points). ◦ The locations of manually operated fire alarms (e.g. break glass alarms). ◦ The location of any fire fighting equipment in the building e.g. fire extinguishers and hose reels. ◦ The designated assembly area outside the building. ◦ The route from each exit to the assembly area. This item relates to Sections 18, 29 and 30 of the Building Fire Safety Regulation 2008.	
Corrective Actions: The evacuations diagrams were reviewed and contain the required information.	
Photos: 	

Means of Escape from Buildings	Element Type: Evacuation Signs/ Diagrams- General
[10] Are the evacuation signs/ diagrams securely fastened and orientated for the building?	Yes
Observations / Comment: Evacuation signs/diagrams must be displayed in a conspicuous position, securely attached to a wall or the internal side of a door and orientated in line with the building layout. Sticky tape, blue tac or velcro is not securely fastened, however screws or sufficient double sided tape providing sufficient strength is acceptable. • Evacuation signs/diagrams must be appropriately located on each evacuation route of the building. • 'Orientated' means the diagram must be understandable to a person reading the sign and the instructions must be accurate and correspond to the building layout. • Class 2 buildings with direct exits to a road or open space that do not have common areas (i.e. corridors, stairways or hallways) must have the evacuation signs/diagrams displayed in line with the requirements for accommodation units. (This includes owner/occupied units and residencies with long term tenancies or registered tenancy agreements). For more information regarding accommodation units refer to item 11. • Some Class 2 and Class 3 buildings may require both types of signs. • See Item 58 for explanation on instruction to residents and visitors to the building. This item relates to Sections 18, 29 and 30 of the Building Fire Safety Regulation 2008.	
Corrective Actions: Nil to report.	

Means of Escape from Buildings	Element Type: Evacuation Signs- Accommodation Units
[11] Are accommodation unit evacuation signs securely fastened and orientated for the building?	Not applicable
Observations / Comment: • Accommodation unit evacuation signs must be displayed in accommodation units. (Residential units, other than those mentioned in item 10, that are owner occupied or have a tenancy agreement/lease in place and registered with the Residential Tenancy Authority are exempt from this requirement). • Types of accommodation units required to have these evacuation signs include: ◦ An apartment used by holiday makers ◦ A serviced apartment ◦ A room in a guest house, hotel, motel. • Some Class 2 and Class 3 buildings will be required to have both accommodation and general evacuation signs. • These signs must be securely attached to a wall in a conspicuous position or on the inside of the front door and orientated to the building. The sign must be securely attached without compromising the integrity of any fire doors or walls. 'Orientated' means the diagram must be understandable to a person reading the sign and the instructions must be accurate and correspond to the building layout. This item relates to Sections 47 and 48 of the Building Fire Safety Regulation 2008.	
Corrective Actions: Nil.	





Means of Escape from Buildings	Element Type: Evacuation Signs- Accommodation Units
[12] Do the evacuation signs contain the required information for the accommodation units?	Not applicable
Observations / Comment: - Accommodation unit evacuation signs in accommodation units must show the following information: - Each evacuation route from the unit to a place of safety outside the building. - The location of fire fighting equipment such as fire extinguishers and fire hose reels in the vicinity of the unit. - The location of manually operated fire alarms (break glass alarms). - The procedure for evacuating the building. This item relates to Sections 47 and 48 of the Building Fire Safety Regulation 2008.	
Corrective Actions: Nil.	

Occupancy Limits for Buildings	Element Type: Obligations for All Buildings
[13] Have steps been taken to ensure the building is not overcrowded?	Yes
Observations / Comment: The occupier of a building must ensure that the number of persons in the building at any one time does not exceed the maximum number that may be accommodated under the Building Code of Australia, Clause D1.6 and Clause D1.13. - Exempt from the latter of these requirements are budget accommodation buildings and buildings used for residential services which must ensure that occupancy numbers do not exceed the maximums set out by Building Act 1975 in conjunction with the Queensland Development Code, MP 2.1 and the Queensland Development Code, Mandatory Part 5.7, respectively. Clause D1.6 of the Building Code of Australia outlines the required dimensions of exits and paths of travel to exits while Clause D1.13 outlines the method of calculating the number of persons which can be accommodated in a storey, room or mezzanine with consideration of the purpose for which it is used and layout of the floor area. - Clause D1.13 of the Building Code of Australia refers to the amount of space a person requires in different types of buildings. - A building certifier may give advice on the number of persons allowed by these Clauses. - A copy of the Building Code of Australia can be obtained at: www.abcb.gov.au This item relates to Sections 14, 15 and 16 of the Building Fire Safety Regulation 2008.	
Corrective Actions: The building was not overcrowded at the time of inspection.	

Occupancy Limits for Buildings	Element Type: Occupancy Limits for Buildings - Obligations for At-Risk licences Buildings
[14] If an Occupancy Notice Has been issued by the Commissioner, is the building compliant?	Not applicable
Observations / Comment: Occupancy Notices are issued by the Commissioner of the QFES to occupiers of buildings which have a liquor licence and may be deemed at risk of overcrowding. - If an Occupancy Notice has been issued the occupier must conspicuously display a sign stating the occupancy number above each public entrance and ensure each staff member is aware of the occupancy number. - The occupier must ensure the occupancy number is not exceeded. - A counting system must be implemented in 'At-Risk' licensed buildings: - Where the occupancy number ranges from 200 to 999 people, a manual counting system or an automatic counting system is required. - Where the occupancy number exceeds 999 people an automatic counting system is required. - The occupancy number must be included in the building's fire and evacuation plan. - The occupier must notify the Commissioner of QFES if there are changes to the building that may increase the risk of overcrowding. - A Fire Safety Adviser must be appointed within one month of an Occupancy Notice being issued. This item relates to Sections 104KK, 104KL, 104KM, 104KN, 104KO, 104KP of the Fire and Rescue Service Act 1990 and Section 34 of the Building Fire Safety Regulation 2008.	
Corrective Actions:	

Maintenance of Fire Safety Installations	Element Type: Maintenance of Fire Safety Installations
[0]	Note
Observations / Comment: Prescribed Fire Safety Installations are installations that were required to be maintained in the building in question by or under any Act, including as a prerequisite to the granting of any approval or the issue of any notice, certificate or instrument (Section 104D 3(a) of the Fire and Rescue Service Act 1990). Maintenance of prescribed fire safety installations is required to be conducted by an appropriately qualified person which is someone who holds a licence stated in the Queensland Building Services Authority Regulation 2003, schedule 2A; or stated in the Plumbing and Drainage Regulation 2003, schedule 2, items 4 to 6; or stated in the Plumbing and Drainage Regulation 2003, schedule 3, items 4 and 5. This means the person actually conducting the maintenance must have an individual licence for each class or type of fire safety installation they work on. NOTE: - The requirements for maintenance are now contained in the Queensland Development Code MP6.1 at www.hpw.qld.gov.au/SiteCollectionDocuments/FireSafetyInstallationsInBuildings.pdf and in the associated Guidelines at www.hpw.qld.gov.au/SiteCollectionDocuments/qdc-mp-6-1-guideline.pdf.	





Maintenance of Fire Safety Installations	Element Type: Exit Signs/ Emergency Lighting
[15] Are the exit signs/ emergency lighting undamaged?	Yes
Observations / Comment: The owner/occupier must ensure that exit sign covers are in place and unbroken. • Globes for exit signs and emergency lighting must also be in place and undamaged. See the Queensland Development Code MP 6.1 for further details regarding maintenance requirements. Links to online resources are provided in the 'Maintenance of Fire Safety Installations' section of these Advisory Notes.	
Corrective Actions: No damaged emergency exit signs or emergency lights were observed.	
Photos: 	

Maintenance of Fire Safety Installations	Element Type: Exit Signs/ Emergency Lighting
[16] Can current maintenance records for exit signs and emergency lighting be produced upon request?	Yes
Observations / Comment: -A log book is required to record six monthly inspections. -A licensed electrician or appropriately qualified person is required to conduct the maintenance inspections. See the Queensland Development Code MP 6.1 for further details regarding maintenance requirements. Links to online resources are provided in the 'Maintenance of Fire Safety Installations' section of these Advisory Notes.	
Corrective Actions: The emergency exit signs and emergency lighting was serviced on 31/3/2025. Continue with the 6-monthly service schedule as per AS 2293.	
Photos: 	

Routine Activity Summary Report

SAFE
SAFETY AND FIRE EXPERTS

RA Number: 7285
Client: Mountain View Zenith CTS 26877 - C/O Complete Body Corporate
Property: Mountain View Zenith CTS 26877
Property Address: 4 Mountain View Avenue Miami QLD 4223
Frequency of Service: Six-Monthly
Scheduled Service Date: 01/03/2025
Date Completed: 31/03/2025
Logbook Ref: 0

Safety And Fire Experts Pty Ltd
PO Box 2416, Brookside Centre
Mitchellton 4053 QLD

Report Summary - Exit & Emergency Lighting

Exit & Emergency Lighting Single Point System

Asset No.	Equipment Type	Severity	Location	Description	Status
11	LED - 10W Exit - Pyramid	Non-Critical	Entry Stair 2	Light # 11 failed its 90-minute discharge test (the	InProgress
LLB	Lighting Log Book	Non-Conformance	Switchboard	Essential Services Logbook Cabinet	InProgress
7	LED - Batten 42W Weatherproof - 4ft	Non-Critical	Adjacent to Carpark 6	Licensed Electrician is Required to Investigate - Failed d...	InProgress
15	EML - 1 x 18W Batten - 2ft	Non-Critical	Switchboard	Light #15 failed its 90-minute discharge test (the battery	InProgress

New Defects - 1 Non-Critical, 1 Non-Conformance

Asset No.	Equipment Type	Severity	Location	Description	Status
1	LED - 10W Exit - Pyramid	Non-Critical	Entry 1	Exit & Emergency Light...	Quoted
LLB	Lighting Log Book	Non-Conformance	Switchboard	Electrical Investigati...	Quoted

RA Summary - Exit & Emergency Lighting (16 Assets)

Exit & Emergency Lighting Single Point System (16 Assets)





Maintenance of Fire Safety Installations	Element Type: Fire Extinguishers
[17] Are all fire extinguishers correctly maintained?	Yes
Observations / Comment: - The occupier must ensure maintenance of prescribed fire extinguishers are carried out in accordance with relevant Australian Standards and by an appropriately qualified person. - Prescribed fire extinguishers are those required to be installed in the building. An appropriately qualified person is defined in Schedule 3 of the Building Fire Safety Regulation 2008 (refer to the item above for further details regarding an appropriately qualified person). See the Queensland Development Code MP 6.1 for further details regarding maintenance requirements. Links to online resources are provided in the 'Maintenance of Fire Safety Installations' section of these Advisory Notes.	
Corrective Actions: The fire extinguishers were tag tested in March 2025. Continue with the current 6-monthly maintenance schedule as per AS 1851.	
Photos:	

Maintenance of Fire Safety Installations	Element Type: Fire Extinguishers
[18] Can current maintenance records for fire extinguishers be produced upon request?	Yes
Observations / Comment: -A log book is required to record six monthly inspections. -A licensed electrician or appropriately qualified person is required to conduct the maintenance inspections. See the Queensland Development Code MP 6.1 for further details regarding maintenance requirements. Links to online resources are provided in the 'Maintenance of Fire Safety Installations' section of these Advisory Notes.	
Corrective Actions: The fire extinguishers were serviced on 31/3/2025. Records were provided by the Body Corporate Manager and lobook reviewed at the time of inspection.	
Photos:	



Maintenance of Fire Safety Installations	Element Type: Fire Hose Reels
[19] Are all fire hose reels correctly maintained?	Not applicable
Observations / Comment: - The occupier must ensure maintenance of prescribed fire hose reels are carried out in accordance with relevant Australian Standards and by an appropriately qualified person. - Prescribed fire hose reels are those required to be installed in the building. An appropriately qualified person is defined in Schedule 3 of the Building Fire Safety Regulation 2008 (refer to the item above for further details regarding an appropriately qualified person). See the Queensland Development Code MP 6.1 for further details regarding maintenance requirements. Links to online resources are provided in the 'Maintenance of Fire Safety Installations' section of these Advisory Notes.	
Corrective Actions:	

Maintenance of Fire Safety Installations	Element Type: Fire Hose Reels
[20] Can current maintenance records for fire hose reels be produced upon request?	Not applicable
Observations / Comment: A log book is required to record six monthly inspections. -A licensed electrician or appropriately qualified person is required to conduct the maintenance inspections. See the Queensland Development Code MP 6.1 for further details regarding maintenance requirements. Links to online resources are provided in the 'Maintenance of Fire Safety Installations' section of these Advisory Notes.	
Corrective Actions:	

Maintenance of Fire Safety Installations	Element Type: Fire Detection and Alarm System
[21] Is the Fire Detection and Alarm System operating with no isolations or faults indicating?	Not applicable
Observations / Comment: The occupier must ensure no devices or zones are isolated or showing a fault unless work is being carried out in those areas and a plan to reinstate the device or zone is in place. See the Queensland Development Code MP 6.1 for further details regarding maintenance requirements. Links to online resources are provided in the 'Maintenance of Fire Safety Installations' section of these Advisory Notes.	
Corrective Actions:	

Maintenance of Fire Safety Installations	Element Type: Fire Detection and Alarm System
[22] Can current maintenance records for Fire Detection and Alarm Systems be produced upon request?	Not applicable
Observations / Comment: - A log book is required to record monthly inspections. - An appropriately qualified person is required to conduct the maintenance inspections. See the Queensland Development Code MP 6.1 for further details regarding maintenance requirements. Links to online resources are provided in the 'Maintenance of Fire Safety Installations' section of these Advisory Notes.	
Corrective Actions:	

Maintenance of Fire Safety Installations	Element Type: Fire Detection and Alarm System
[23] If the Fire Detection and Alarm System is not connected to QFES are MCPs signed 'Ring 000'?	Not applicable
Observations / Comment: If the Fire Alarm System is only a local system and not connected to QFES monitoring, the Manual Call Points (break glass alarms) should be signed "In case of fire break glass and ring 000" to ensure persons activating these devices are aware that it will raise the alarm in the building but it will not alert the fire service.	
Corrective Actions:	



Maintenance of Fire Safety Installations	Element Type: Fire Detection and Alarm System
[24] Is the number of unwanted alarms activations below the prescribed average?	Not applicable
Observations / Comment: The occupier must ensure that the number of unwanted alarms signalled from a monitored system in any financial year does not exceed four or the prescribed average (whichever is the greater) as published in the Queensland Government Gazette. This item relates to Section 104DA of the Fire and Rescue Service Act 1990. Further details can be found at: www.fire.qld.gov.au/buildingsafety/unwanted/default.asp.	
Corrective Actions:	

Maintenance of Fire Safety Installations	Element Type: Fire Detection and Alarm System
[25] If a Class 2 accommodation building, are smoke alarms installed in the sole occupancy units?	Not applicable
Observations / Comment: - All accommodation buildings built since 1 July 1997 are required to install, as a minimum, hard-wired battery back-up smoke alarms. QFES recommend Photo-Electric smoke alarms over Ionisation type alarms. - The owner must ensure that each sole occupancy unit within a Class 2 building built prior to 1 July 1997 has, as a minimum; a nine volt battery operated smoke alarm installed. - The smoke alarm must comply with Australian Standard 3786 and be located as specified in the Building Code of Australia specification E2.2a Clause 3 (c) (i). - Smoke alarms must be tested in compliance with the manufacturer's instructions. - This item also applies to Class 1A dwellings. This item relates to Section 104RB of the Fire and Rescue Service Act 1990. Full details of tenant and owner responsibilities can be found at: www.fire.qld.gov.au/communitysafety/smokealarms/default.asp.	
Corrective Actions:	

Maintenance of Fire Safety Installations	Element Type: Evacuation System (including warning, control and inter communication systems)
[26] Is the Evacuation System in 'auto' mode with no zones isolated or in fault?	Not applicable
Observations / Comment: The occupier must ensure that the evacuation system is in the 'Auto' mode and that no zones on the evacuation panel are isolated or showing a fault. See the Queensland Development Code MP 6.1 for further details regarding maintenance requirements. Links to online resources are provided in the 'Maintenance of Fire Safety Installations' section of these Advisory Notes.	
Corrective Actions:	

Maintenance of Fire Safety Installations	Element Type: Evacuation System (including warning, control and inter communication systems)
[27] Can current maintenance records for Evacuation System be produced upon request?	Not applicable
Observations / Comment: - A log book is required to record monthly inspections. - An appropriately qualified person is required to conduct the maintenance inspections. See the Queensland Development Code MP 6.1 for further details regarding maintenance requirements. Links to online resources are provided in the 'Maintenance of Fire Safety Installations' section of these Advisory Notes.	
Corrective Actions:	

Maintenance of Fire Safety Installations	Element Type: Sprinkler System
[28] Is the Sprinkler Booster Installation undamaged?	Not applicable
Observations / Comment: The occupier must ensure the cabinet and internal components are undamaged and hand wheels are fitted to inlets and outlets. See the Queensland Development Code MP 6.1 for further details regarding maintenance requirements. Links to online resources provided under the 'Maintenance of Fire Safety Installations' section of these Advisory Notes.	
Corrective Actions:	



Maintenance of Fire Safety Installations	Element Type: Sprinkler System
[29] Can current maintenance records for the Sprinkler System be produced upon request?	Not applicable
Observations / Comment: - A log book is required to record maintenance inspections. - An appropriately qualified person is required to conduct maintenance inspections. See the Queensland Development Code MP 6.1 for further details regarding maintenance requirements. Links to online resources are provided in the 'Maintenance of Fire Safety Installations' section of these Advisory Notes.	
Corrective Actions:	

Maintenance of Fire Safety Installations	Element Type: On-site Hydrant System
[30] Is the on-site Fire Hydrant Booster Installation undamaged?	Not applicable
Observations / Comment: The occupier must ensure the cabinet and internal components are undamaged and hand wheels are fitted to inlets and outlets. See the Queensland Development Code MP 6.1 for further details regarding maintenance requirements. Links to online resources are provided in the 'Maintenance of Fire Safety Installations' section of these Advisory Notes.	
Corrective Actions:	

Maintenance of Fire Safety Installations	Element Type: On-site Hydrant System
[31] Are the on-site Fire Hydrants undamaged?	Not applicable
Observations / Comment: The occupier must ensure on-site fire hydrants are undamaged i.e. not bent or creased and hand wheels are fitted. See the Queensland Development Code MP 6.1 for further details regarding maintenance requirements. Links to online resources are provided in the 'Maintenance of Fire Safety Installations' section of these Advisory Notes.	
Corrective Actions:	

Maintenance of Fire Safety Installations	Element Type: On-site Hydrant System
[32] Can current maintenance records for the on-site Hydrant System be produced upon request?	Not applicable
Observations / Comment: - A log book and tag is required to record current six monthly inspections. - All maintenance including the 5 yearly hydrostatic test is to be recorded on a 'Form 70- fire hydrant and sprinkler system commissioning and periodic test'. - Form 70 can be downloaded from the Department of Housing and Public Works web page at www.hpw.qld.gov.au/construction/BuildingPlumbing/Building/BuildingLawsCodes/QueenslandDevelopmentCode/Pages/QueenslandDevelopmentCodeCurrentParts.aspx - An appropriately qualified person is required to conduct maintenance inspections. See the Queensland Development Code MP 6.1 for further details regarding maintenance requirements. Links to online resources are provided in the 'Maintenance of Fire Safety Installations' section of these Advisory Notes.	
Corrective Actions:	

Maintenance of Fire Safety Installations	Element Type: Hydrant/ Sprinkler Pumpsets
[33] Are the Hydrant/Sprinkler Pumpsets correctly maintained?	Not applicable
Observations / Comment: The occupier must ensure pumpsets are maintained by an appropriately qualified person. See the Queensland Development Code MP 6.1 for further details regarding maintenance requirements. Links to online resources are provided in the 'Maintenance of Fire Safety Installations' section of these Advisory Notes.	
Corrective Actions:	

Maintenance of Fire Safety Installations	Element Type: Hydrant/ Sprinkler Pumpsets
[34] Can current maintenance records for Pumpsets be produced upon request?	Not applicable
Observations / Comment: - A log book is required to record monthly inspections. - An appropriately qualified person is required to conduct maintenance inspections. See the Queensland Development Code MP 6.1 for further details regarding maintenance requirements. Links to online resources are provided in the 'Maintenance of Fire Safety Installations' section of these Advisory Notes.	
Corrective Actions:	



Maintenance of Fire Safety Installations	Element Type: Stairwell Pressurisation
[35] Can current maintenance records for Stairwell Pressurisation be produced upon request?	Not applicable
Observations / Comment: • A log book is required to record three monthly inspections. • An appropriately qualified person is required to conduct maintenance inspections. See the Queensland Development Code MP 6.1 for further details regarding maintenance requirements. Links to online resources are provided in the 'Maintenance of Fire Safety Installations' section of these Advisory Notes.	
Corrective Actions:	

Maintenance of Fire Safety Installations	Element Type: Smoke and Heat Ventilation System
[36] Can current maintenance records for Smoke & Heat Ventilation systems be produced upon request?	Not applicable
Observations / Comment: • A log book is required to record six monthly inspections. • An appropriately qualified person is required to conduct maintenance inspections. See the Queensland Development Code MP 6.1 for further details regarding maintenance requirements. Links to online resources are provided in the 'Maintenance of Fire Safety Installations' section of these Advisory Notes.	
Corrective Actions:	

Maintenance of Fire Safety Installations	Element Type: Standby Power Supply
[37] Can current maintenance records for Standby Power be produced upon request?	Not applicable
Observations / Comment: • Where installed, maintenance must be carried out in accordance with manufacturer's recommendations. See the Queensland Development Code MP 6.1 for further details regarding maintenance requirements. Links to online resources are provided in the 'Maintenance of Fire Safety Installations' section of these Advisory Notes	
Corrective Actions:	

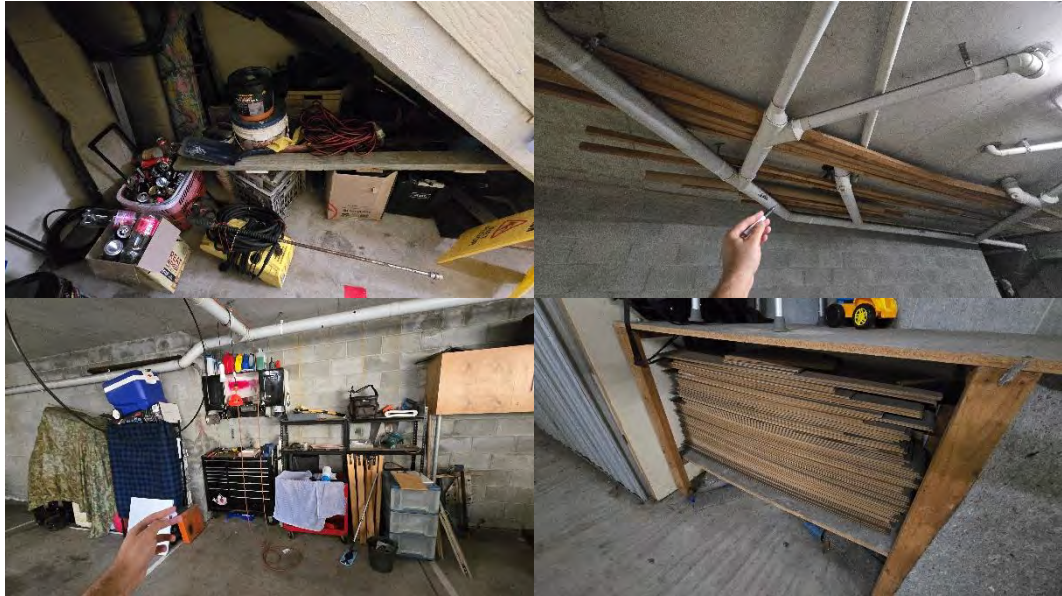
Maintenance of Fire Safety Installations	Element Type: Emergency Lift- Fire Service Control
[38] Can current maintenance records for Emergency Lifts be produced upon request?	Not applicable
Observations / Comment: • Where installed, maintenance must be carried out in accordance with manufacturer's recommendations, but in no case at intervals of more than one year. • Regular maintenance of the installation shall be performed as often as necessary to ensure safe and proper operation. • An appropriately qualified person is required to conduct maintenance inspections. See the Queensland Development Code MP 6.1 for further details regarding maintenance requirements. Links to online resources are provided in the 'Maintenance of Fire Safety Installations' section of these Advisory Notes.	
Corrective Actions:	

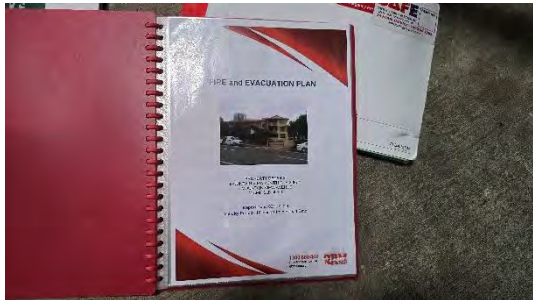
Maintenance of Fire Safety Installations	Element Type: Critical Defects
[39] If a Critical Defect Notice has been received, has action been taken to rectify within one month?	Not applicable
Observations / Comment: • If, following a maintenance inspection, an appropriately qualified person has deemed the fire safety installation to be defective and the defect will make the installation inoperable or have an adverse impact on the safety of occupants (i.e. a critical defect), the appropriately qualified person is obligated to notify the occupier within 24 hours of the critical defect occurring by issuing the occupier with a Critical Defect Notice in the approved form. • The Building Fire Safety Regulation 2008 requires the critical defect to be rectified within one month of notification. • The Critical Defect Notice issued by the appropriately qualified person should detail the corrective action required. • The occupier should be able to show evidence of taking/initiating this corrective action. • It may be necessary to put in place interim measures for the protection of occupants. (See item 58) • A list of Fire Safety Installations can be found in Schedule 2 of the Building Act 1975: www.legislation.qld.gov.au/LEGISLTN/CURRENT/B/BuildA75.pdf. • A copy of the approved Critical Defect Notice with corresponding Explanatory Notes can be found at the following link: www.fire.qld.gov.au/buildingsafety/pdf/QFES_CriticalDefectNotice.doc. This item relates to Sections 49 and 53 of the Building Fire Safety Regulation 2008.	
Corrective Actions:	





Maintenance of Fire Safety Installations	Element Type: Critical Defects
[40] If a Critical Defect Notice has been received, have interim measures been put in place?	Not applicable
Observations / Comment: • In certain cases interim measures may be required to be put in place by the occupier for the safety of occupants in the building as the Fire and Rescue Service Act 1990 Section 104D requires the occupier to maintain prescribed fire safety installations to a standard of safety and reliability at all times. • For example, if the fire detection or alarm system has a critical defect and the building is used for accommodation purposes, interim measures, such as battery operated smoke alarms, may have to be installed. This item relates to Sections 49 of the Building Fire Safety Regulation 2008.	
Corrective Actions:	

Miscellaneous	Element Type: Housekeeping
[41] Is housekeeping acceptable?	No
Observations / Comment: • The owner/occupier must ensure there are no excessive flammable materials under buildings or stairways. • It must be ensured that there are no tripping hazards such as lifting tiles and power cords in evacuation routes. This item relates to Section 69 of the Fire and Rescue Service Act 1990.	
Corrective Actions: It is recommended to remove the incorrectly stored items at the bottom of the stairwells, and to declutter the basement carpark, as a build-up of flammable items were observed (e.g. timber items).	
Photos: 	

Evacuation Planning, Instruction & Practice	Element Type: Evacuation Plans
[42] Is there a fire and evacuation plan in place for each building?	Yes
Observations / Comment: • Every building must have a written fire and evacuation plan in place (except Class 1a and Class 10 buildings). • This may be a hard copy or in electronic format. • See item 44 to understand the items required in the fire and evacuation plan. This item relates to Section 21 of the Building Fire Safety Regulation 2008.	
Corrective Actions: A fire and evacuation plan is in place for the scheme.	
Photos: 	



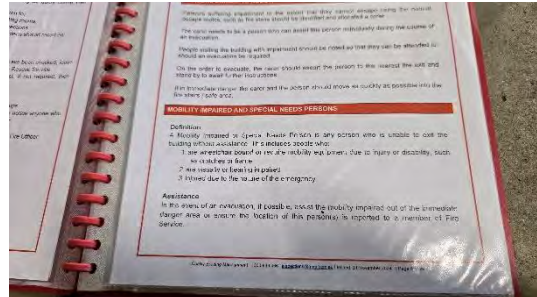
Evacuation Planning, Instruction & Practice	Element Type: Evacuation Plans
[43] Is there a managing entity and secondary occupiers' fire and evacuation plan for multi-occupancy buildings?	Yes
Observations / Comment: • A multi-occupancy building is a building where there is more than one tenant, for example a high-rise building or a shopping centre. • A managing entity is, for example, a Body Corporate or Centre Manager. • Secondary occupiers are occupiers of part of a multi-occupancy building, other than the managing entity. • The managing entity is responsible for evacuating people from the common areas of a multi-occupancy building, to a designated assembly area on the fire and evacuation plan. A common area is a passageway, foyer, stairway, corridor or mall. • Secondary occupiers are responsible for evacuating people from their tenancy. For example a retailer in a shopping centre will evacuate shoppers to the mall area, and then the managing entity's plan will evacuate them out of the building to the designated assembly area. • Both parties are responsible for ensuring their plans complement the other. • See item 44 to understand the items required in the fire and evacuation plan. This item relates to Sections 22 and 23 of the Building Fire Safety Regulation 2008.	
Corrective Actions: The Body Corporate Manager is the managing entity.	

Evacuation Planning, Instruction & Practice	Element Type: Evacuation Plans
[44] Are all the fire and evacuation plans kept in the specified form?	Yes
Observations / Comment: • The fire and evacuation plan must incorporate all the requirements of the Building Fire Safety Regulation 2008. The plan must be in written form. This can be either as a hard copy or in electronic format as long as it is available on request in the building and is safe in the event of fire (see item 62). • It must include: ◦ The evacuation diagram/sign of the building (as mentioned in Item 9) ◦ Name and address of the building ◦ Name, address, telephone number and electronic contact details of the owner and occupier of the building. ◦ The evacuation coordination procedures for the building. ◦ An Evacuation Coordinator is required for all buildings. This person is responsible for the evacuation procedure. (In a building with an Emergency Control Organisation this role would normally be assumed by the Chief Warden and Floor Wardens. For details regarding the Evacuation Coordinator refer to item 53). ◦ Instructions for evacuating the building in line with the evacuation coordination procedures. ◦ The method of operation of fire fighting equipment and manual fire alarms in the building. ◦ The procedures for giving fire and evacuation instructions to persons working in the building and ensuring the instructions are given. ◦ Name and contact details of the person in charge of evacuating the building (the Evacuation Coordinator). ◦ The date the person became the Evacuation Coordinator. ◦ The name and contact details of persons responsible for carrying out the evacuation procedures. ◦ The date each person became responsible for carrying out the procedures. ◦ The names and contact details for persons responsible for giving the fire and evacuation instructions. ◦ Name of the person who developed, changed and reviewed the fire and evacuation plan. • In instances where a number of persons fill a position across rotational shifts, QFES will accept a position title rather than person's name. For example – 'Nurse in Charge of Acute Care' may be listed as the Evacuation Coordinator or the responsible person for the Intensive Care area. • If the building is a high occupancy building (requires a Fire Safety Adviser – as detailed in Item 57) the fire and evacuation plan must incorporate additional requirements: ◦ The name of the Fire Safety Adviser ◦ Contact details for the Fire Safety Adviser (e.g. Phone number and electronic contact details). ◦ A description of the qualification/s held by the Fire Safety Adviser ◦ The Registered Training Organisation that issued the qualification. ◦ The date the qualification was issued. This item relates to Section 21 of the Building Fire Safety Regulation 2008.	
Corrective Actions: A hard copy was reviewed on-site. This is stored in the Essential Services Logbooks cabinet.	

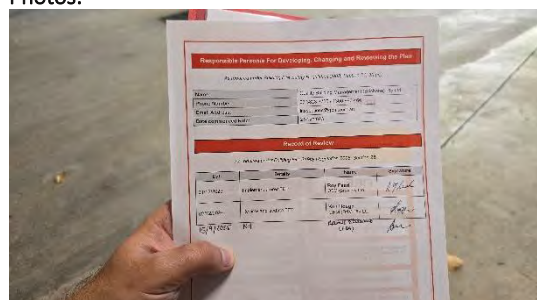
Evacuation Planning, Instruction & Practice	Element Type: Evacuation Plans
[45] Do fire and evacuation plans reflect alternative building solutions?	Not applicable
Observations / Comment: • An alternative solution is that which has been assessed and agreed between parties such as fire engineers, QFES and building certifiers. It allows for an alternative building solution to be put in place meeting the performance, rather than the prescriptive, requirements of the Building Code of Australia. • If there is an alternative solution for the building, the alternative solution is to be included in the fire and evacuation plan. For example if a building has extended travel distances, the fire and evacuation plan must reference this. This item relates to Section 24 of the Building Fire Safety Regulation 2008.	
Corrective Actions: Nil.	





Evacuation Planning, Instruction & Practice	Element Type: Evacuation Plans
[46] Is there a procedure in place to evacuate persons with special needs?	Yes
Observations / Comment: • If persons with special needs are in the building the occupier is responsible for ensuring there is a procedure in place to evacuate them safely. • A person with special needs can be: ◦ A person with a disability ◦ A child ◦ A person affected by medication or alcohol ◦ A person in lawful custody ◦ A person working in the building where access is restricted (e.g. a basement, false ceiling cavity). ◦ A person working in a hazardous area of a building. • An example of a procedure to evacuate persons with special needs may be to identify one or more persons who, on activation of the alarm, are to proceed to the area where the persons with special needs are and assist them in evacuation. • A record of this procedure must be retained with the fire and evacuation plan and other documents required to be kept. This item relates to Section 19 of the Building Fire Safety Regulation 2008.	
Corrective Actions: A section for PEEPs is included in the fire and evacuation plan.	
Photos: 	

Evacuation Planning, Instruction & Practice	Element Type: Evacuation Plans
[47] Are all fire and evacuation plans available upon request?	Yes
Observations / Comment: • All fire and evacuation plans must be made available for inspection, free of charge, upon request during normal business hours. This includes electronic copies. This item relates to Section 26 of the Building Fire Safety Regulation 2008.	
Corrective Actions: A hard copy was reviewed at the time of inspection.	

Evacuation Planning, Instruction & Practice	Element Type: Evacuation Plans
[48] Are all fire and evacuation plans current and reviewed annually?	Yes
Observations / Comment: • All fire and evacuation plans must be reviewed annually. ◦ An example of reviewing the plan may be to walk through the building with the plan to ensure that the evacuation routes have not changed and checking that the same persons remain in the roles listed on the fire and evacuation plan. • The review process must be recorded, and kept with other relevant documents. • If changes are made to the building which affects the fire and evacuation plan, the plan must be altered to reflect the changes as soon as practical but no later than one month after the change occurred. ◦ Examples of this include refurbishment or a change in the use of the building or a person becoming or ceasing to be the evacuation coordinator. This item relates to Sections 27 and 28 of the Building Fire Safety Regulation 2008.	
Corrective Actions: The fire and evacuation plan was reviewed on 15/09/2025. No changes were required.	
Photos: 	



Evacuation Planning, Instruction & Practice	Element Type: Fire and Evacuation Instruction
[49] Have general evacuation instructions been given?	Yes
Observations / Comment: - The occupier of the building must give general evacuation instructions to workers within two days of commencing work and then annually. - These instructions include the location of fire safety reference points and the procedures for evacuating the building safely in the event of a fire or hazardous materials emergency. (Fire safety reference points are those detailed in item 9). - There is no qualification required to provide these instructions. This item relates to Sections 32 and 35 of the Building Fire Safety Regulation 2008.	
Corrective Actions: General evacuation instructions were given on 15/09/2025.	

Evacuation Planning, Instruction & Practice	Element Type: Fire and Evacuation Instruction
[50] Are records for general evacuation instructions kept and available upon request?	Yes
Observations / Comment: - The occupier of the building must give general evacuation instructions to workers within two days of commencing work and then annually. - These instructions include the location of fire safety reference points and the procedures for evacuating the building safely in the event of a fire or hazardous materials emergency. (Fire safety reference points are those detailed in item 9). - There is no qualification required to provide these instructions. This item relates to Sections 32 and 35 of the Building Fire Safety Regulation 2008.	
Corrective Actions: Records are stored in the logbook cabinet and with the Body Corporate Manager.	

Evacuation Planning, Instruction & Practice	Element Type: Fire and Evacuation Instruction
[51] Have first-response evacuation instructions been given?	Yes
Observations / Comment: - The occupier of the building must give general evacuation instructions to workers within two days of commencing work and then annually. - These instructions include the location of fire safety reference points and the procedures for evacuating the building safely in the event of a fire or hazardous materials emergency. (Fire safety reference points are those detailed in item 9). - There is no qualification required to provide these instructions. This item relates to Sections 32 and 35 of the Building Fire Safety Regulation 2008.	
Corrective Actions: First-response evacuation instructions were given on 15/09/2025.	

Evacuation Planning, Instruction & Practice	Element Type: Fire and Evacuation Instruction
[52] Are records for first-response evacuation instructions kept and available upon request?	Yes
Observations / Comment: - The occupier of the building must give general evacuation instructions to workers within two days of commencing work and then annually. - These instructions include the location of fire safety reference points and the procedures for evacuating the building safely in the event of a fire or hazardous materials emergency. (Fire safety reference points are those detailed in item 9). - There is no qualification required to provide these instructions. This item relates to Sections 32 and 35 of the Building Fire Safety Regulation 2008.	
Corrective Actions: Records are stored in the logbook cabinet and with the Body Corporate Manager.	

Evacuation Planning, Instruction & Practice	Element Type: Fire and Evacuation Instruction
[53] Have evacuation coordination instructions been given?	Yes
Observations / Comment: - The occupier of the building must give general evacuation instructions to workers within two days of commencing work and then annually. - These instructions include the location of fire safety reference points and the procedures for evacuating the building safely in the event of a fire or hazardous materials emergency. (Fire safety reference points are those detailed in item 9). - There is no qualification required to provide these instructions. This item relates to Sections 32 and 35 of the Building Fire Safety Regulation 2008.	
Corrective Actions: Evacuation coordination instructions were given on 15/09/2025.	





Evacuation Planning, Instruction & Practice	Element Type: Fire and Evacuation Instruction
[54] Are records for evacuation coordination instructions kept and available upon request?	Yes
Observations / Comment: - The occupier of the building must give general evacuation instructions to workers within two days of commencing work and then annually. - These instructions include the location of fire safety reference points and the procedures for evacuating the building safely in the event of a fire or hazardous materials emergency. (Fire safety reference points are those detailed in item 9). - There is no qualification required to provide these instructions. This item relates to Sections 32 and 35 of the Building Fire Safety Regulation 2008.	
Corrective Actions: Records are stored in the logbook cabinet and with the Body Corporate Manager.	

Evacuation Planning, Instruction & Practice	Element Type: Fire and Evacuation Instruction
[55] Has evacuation practice been conducted annually?	Yes
Observations / Comment: The occupier of the building must ensure that an evacuation of the building is carried out— (a) by an appropriate number of persons; and (b) in an appropriate way; (c) at intervals of not more than 1 year.	
Corrective Actions: The evacuation practice was held on 15/09/2025.	

Evacuation Planning, Instruction & Practice	Element Type: Fire and Evacuation Instruction
[56] Are evacuation practice records kept and available upon request?	Yes
Observations / Comment: - Evacuation practice record (1) The occupier of a building must keep a record (an evacuation practice record), complying with subsection (2), of each evacuation of the building carried out under section 43 or 44. - The evacuation practice record must state the following— (a) the date of the evacuation; (b) the times when the evacuation started and ended; (c) any action to be taken as a result of the evacuation, including, for example, carrying out a review of the building's fire and evacuation plan or giving additional fire and evacuation instructions.	
Corrective Actions: Evacuation practice records are stored in the logbook cabinet and with the Body Corporate Manager.	

Evacuation Planning, Instruction & Practice	Element Type: Fire and Evacuation Instruction
[57] Has a Fire Safety Adviser been appointed?	Not applicable
Observations / Comment: - Any building that is a workplace employing 30 or more people as defined under the Building Fire Safety Regulation 2008 the occupier must appoint a Fire Safety Adviser (FSA). - Accommodation buildings (Class 2 and 3) over 25 metres in effective height and some licensed building regardless of the number of workers must also appoint an FSA. - Effective height is defined by the Building Code of Australia (BCA). - Workplace examples include: - A building or part of a building where individual employers employ 30 or more workers at the workplace. - QFES recommend that in multiple tenanted buildings a FSA be appointed for the whole building in consultation with tenants and the managing entity if there are common areas, such as malls common passageways or stairs even if the managing entity does not employ 30 or more workers in the building. - Individual tenants may wish to appoint their own FSA or utilise the FSA appointed by the managing entity, if there is one, and they agree to do so. Either is acceptable to the QFES. - The FSA must hold a current building fire safety qualification as an FSA (have completed a course in the 8 competencies required within the previous three years). - Additional information is available at: www.fire.qld.gov.au/buildingsafety/pdf/QFES-BFS-InfoSheet-FSA.pdf This item relates to section 34 of the Building Fire Safety Regulation 2008.	
Corrective Actions: Nil.	

Evacuation Planning, Instruction & Practice	Element Type: Fire and Evacuation Instruction
[58] Is there a procedure in place to provide 'adequate instruction' to prescribed persons?	Yes
Observations / Comment: - The occupier of the building must give general evacuation instructions to workers within two days of commencing work and then annually. - These instructions include the location of fire safety reference points and the procedures for evacuating the building safely in the event of a fire or hazardous materials emergency. (Fire safety reference points are those detailed in item 9). - There is no qualification required to provide these instructions. This item relates to Sections 32 and 35 of the Building Fire Safety Regulation 2008.	
Corrective Actions: Nil to report.	



Record Keeping	Element Type: Approval Documents
[59] Are approval documents obtained and kept?	Yes
Observations / Comment: • The owner/occupier is required to take reasonable steps to acquire relevant approval documents. • Relevant approval documents consist of the following:- ◦ For buildings built under the Deemed to Satisfy Provisions of the Building Code of Australia (BCA) from 1 July 1997 onwards, the following:- – ‘Certificate of Classification’, and – A list of fire safety installations within the building. ◦ For buildings built with Alternate Solutions from 1 July 1997 onwards, the following:- – ‘Certificate of Classification’, – A list of fire safety installations within the building, – The Fire Safety Management Procedures (Management in Use Documentation), and – Fire Engineering Report ◦ For buildings built prior to 1 July 1997, the following:- – ‘Certificate of Classification’, ‘Certificate of Approval’ or other approval documents (if either of these are not available QFES will accept written documentation showing requests for copies of relevant approval documents from the relevant local government or building certifier), and – A list of fire safety installations within the building. ◦ For Crown owned buildings the following:- – A list of fire safety installations within the building, and – The Fire Safety Management Procedures (Management in Use Documentation) if the building was built using an alternate building solution. • A copy of these approval documents must be retained with other documents required to be kept. • A ‘Certificate of Classification’ is the document issued by a Local Government or Certifier which determines the building classification. • The ‘Certificate of Classification’ can be obtained from the local Council. If a search is conducted and no Certificate is available the written evidence of this must be retained with the approval documents. • Buildings owned by the Crown, including Commonwealth, State and Local Government, are not required to have or display a ‘Certificate of Classification’. • A list of Fire Safety Installations can be obtained from Schedule 2 of the Building Act 1975: www.legislation.qld.gov.au/LEGISLTN/CURRENT/B/BuildA75.pdf This item relates to Section 25 of the Building Fire Safety Regulation 2008.	
Corrective Actions: The Certificate of Classification and Fire and Evacuation Plan was provided/reviewed.	

Record Keeping	Element Type: Approval Documents
[60] Is the ‘Certificate of Classification’ for the building displayed?	No
Observations / Comment: • This item only applies to buildings approved after 1 July 1997. • The Building Act 1975 - Section 108A requires buildings, apart from Class 1a buildings (a Class 1a building is a normal domestic family home) which were built on or after 1 July 1997, to display a ‘Certificate of Classification’. • It is the building owner’s responsibility to obtain the ‘Certificate of Classification’ from the building certifier. • The ‘Certificate of Classification’ must be displayed conspicuously, as near as practical to the main entrance. • An authorised fire officer may require the owner to produce the ‘Certificate of Classification’ if not displayed. (An authorised fire officer is defined in the Fire and Rescue Service Act 1990 as a fire officer). • Buildings owned by the Crown, including Commonwealth, State and Local Government, are not required to have or display a ‘Certificate of Classification’. This item relates to Section 108A of the Building Act 1975.	
Corrective Actions: The Certificate of Classification should be displayed in either of the stairwells (by the main entry door).	

Record Keeping	Element Type: Occupier's Statement (Annual)
[61] Can an annual occupier statement be produced upon request?	Yes
Observations / Comment: • An occupier statement for the maintenance of all fire safety installations must be kept and a copy sent each year to the Commissioner. The occupier statement can be emailed to: occupier.statements@qfes.qld.gov.au • A copy must be retained with the evacuation plan and can be kept electronically. • An example of the occupier statement is contained in the Queensland Development Code Mandatory Part 6.1. It is acceptable to utilise a modified form (e.g. company logo/heading etc.) as long as all of the relevant information is contained.	
Corrective Actions: Occupier Statement was completed on 15/09/2025.	





Record Keeping	Element Type: Record Security
[62] Are records kept in a way that is reasonably safe from the effects of fire?	Yes
Observations / Comment: • A copy of plans and documents, including prescribed documents must be kept in the building and reasonably safe from the effects of fire. A metal filing cabinet will satisfy these requirements. • In Class 2 or Class 3 buildings or buildings with no common areas it is permissible for required documents to be located in lockable metal storage boxes affixed to a wall that allows access for inspection as required. This is not a requirement but a solution to the requirement to have the records onsite in the building. • A prescribed document is defined by the Building Fire Safety Regulation 2008 as meaning any of the following for the building – ◦ A record of a review of a fire and evacuation plan; ◦ A fire and evacuation instruction record; ◦ An evacuation practice record; ◦ A record of maintenance. • The occupier must keep fire safety records and prescribed documents for at least 2 years, including records created prior to the introduction of the Building Fire Safety Regulation 2008. • Documents must be produced upon request of a authorised fire officer. • Records required to be kept by the regulation (other than logbooks required by an Australian Standard for the maintenance of fire safety installations) may be kept electronically as long as they are available for inspection as required by the regulation. (See item 65 for Fire Safety Management Plans) This item relates to Sections 71, 72 and 86 of the Building Fire Safety Regulation 2008.	
Corrective Actions: Logbook cabinet has been installed.	
Photos: 	

Record Keeping	Element Type: Record Security
[63] Is a copy of all prescribed documents kept in another place?	Yes
Observations / Comment: • In addition to keeping the record mentioned above in item 62, a copy of all records must be kept in another place. These copies may be electronic. • Copies of maintenance records can be retained by the fire contractor. Other records are to be kept by the occupier. This item relates to Section 71 of the Building Fire Safety Regulation 2008.	
Corrective Actions: Records are kept with the Fire Service Contractor and Body Corporate Manager.	



LIMITATIONS OF REPORT

LIMITATIONS:

The assessors believe the information contained within this risk assessment report to be correct at the time of printing. The assessors do not accept responsibility for any consequences arising from the use of the information herein. The report is based on matters which were observed, information which was available, or matter which came to the attention of the assessors during the day of the assessment.

ASSUMPTIONS:

- Our assessment is based on common property and facilities which reasonable access was available at the time of inspection.
- Our assessment is based on available information and documentation which could be provided at the time of inspection.

EXCLUSIONS:

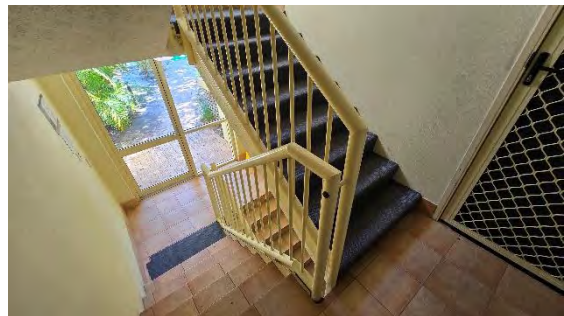
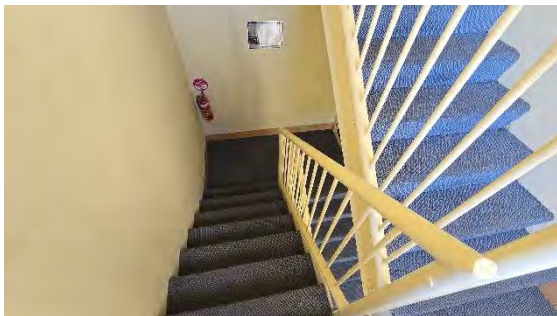
- This report is not to be used as an annual safety inspection. A separate inspection should be carried out by an industry professional.
- This report is not to be used as an annual pool safety inspection. A separate inspection should be carried out by an industry professional.
- This report is not an annual review of the fire and evacuation plan. Please request quotation to undertake this service separately.
- This report is not a record for evacuation practice or first response training. Please request quotation to undertake this service separately.
- This report does not provide an annual occupiers statement for the body corporate. Please request a quotation to undertake this service separately.
- Our assessment excludes any specific compliance or regulatory matters which relate to the scheme which we are not aware of.
- Our assessment excludes any special assessment mater which has not been specifically requested nor part of our quotation.
- Our assessment excludes assessment items which are not part of common property or within individual lot boundaries, unless specifically requested.

DISCLAIMER AND QUALIFICATIONS

- All care has been taken to confirm the validity of information provided during the review and evidence observed. If any errors are identified within this report, please contact Olive Tree Consulting Group Pty immediately.
- We have no direct or indirect pecuniary or other interest in the subject property or with the owner.
- This report has been prepared on specific instructions from the client for the purposes of providing an independent performance assessment for the body corporate. It is not to be relied upon by any other person(s) / party or used for any other purpose.
- We accept no liability to third parties, nor do we contemplate that this report will be used by another person(s) / party for any other purpose other than for that which it was intended.
- Neither the whole nor any part of this report or any reference thereto may be included in any published document, circular or statement, nor published in part or in full in any way, without the prior written consent of Olive Tree Consulting Group.
- Olive Tree Consulting Group does not accept any liability for losses arising from such subsequent changes.
- Liability is limited under Professional Standards Legislation.



PHOTOGRAPHS



ABOUT OLIVE TREE

Tyrin Batty
Director

The Body Corporate Consulting Edge

Olive Tree Consulting Group brings a new approach to solutions in strata across the body corporate industry in Queensland and Northern New South Wales.

With a team of qualified experts, including QS professionals, engineers, WHS specialists, building inspectors, project managers and facility managers — we deliver expert guidance on caretaking, performance assessments, dispute resolution, documentation, new developments and more.

Our comprehensive expertise spans high-rise towers, townhouse developments, commercial and industrial properties, land subdivisions, and multi-layered schemes across Queensland and Northern New South Wales.

We are committed to delivering reliable, cost-effective advice and industry-leading insights, ensuring your body corporate receives the best value for money without compromising on quality.

Our Services



Management Rights

Time and Motion remuneration reviews, schedule of duties, common property condition reports, caretaker performance reviews, competency assessments.



Body Corporate Compliance

Insurance valuations, sinking fund forecasts, asbestos audits, lot entitlement reviews, building management statement reviews, fire safety, and WHS safety.



Engineering / Building Condition

Dilapidation surveys, building condition reports, balustrading inspections, form 12 certificates, internal moisture inspections for window and roof leaks.



Quantity Surveying / Project Management

Project management (capital works), scope of works, cost plans, bill of quantities (BOQ), bank reports, progress payments.



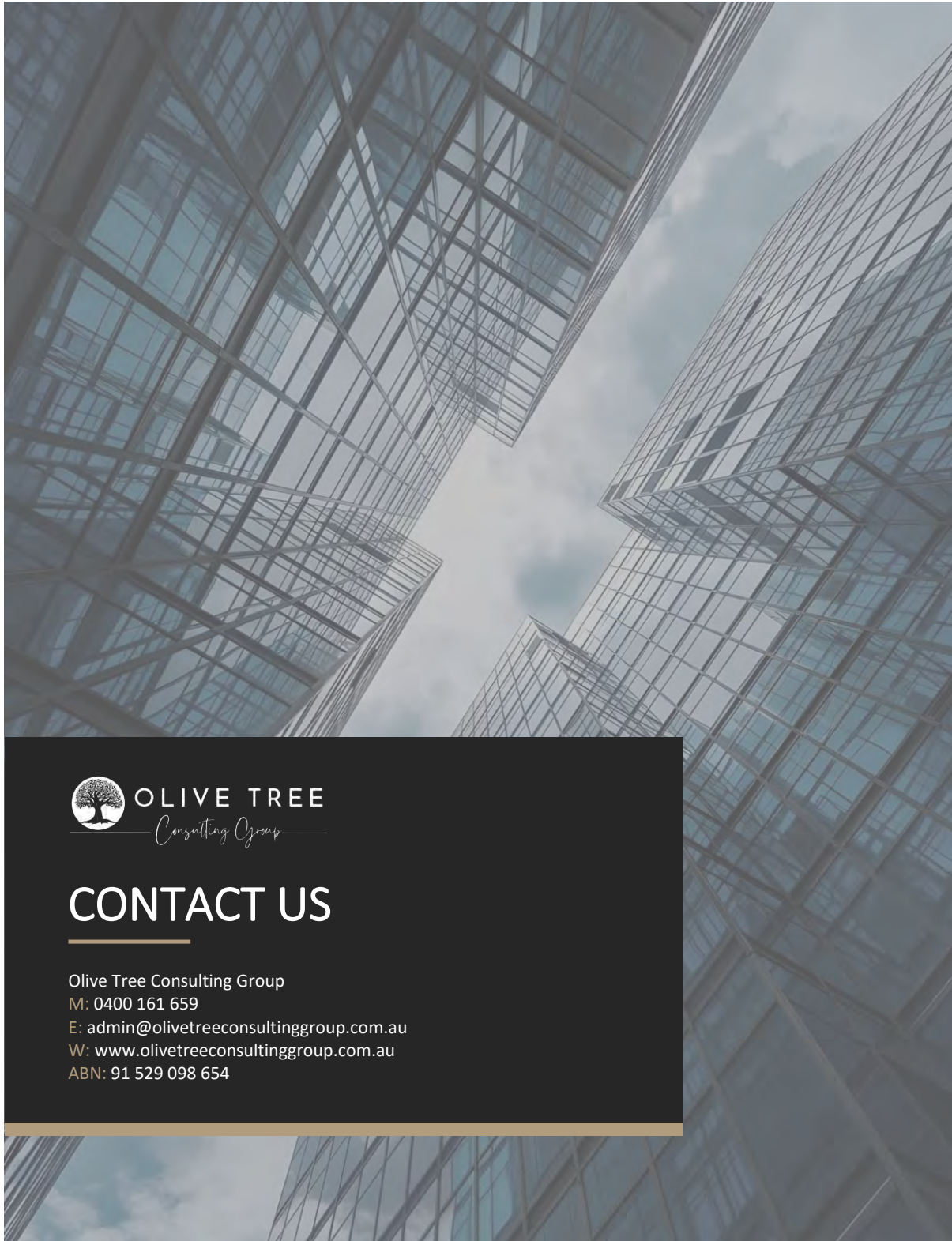
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ANNUAL SAFETY REPORT

Mountain View Zenith

CTS 26877



DATE: 17/09/2025



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INTRODUCTION

PROPERTY DETAILS

Body Corporate	Mountain View Zenith
CTS	26877
Address	4 Mountain View Avenue, Miami QLD 4220
Plan Type	BFP
Date of Inspection	15/09/2025
Consultant	Arnaud d'Assonville – FSA / WHSO (#W01652) – BSB41419, CPCCDE3014, CPCCDE3015

PROPERTY DESCRIPTION:

The scheme consists of 9 residential lots in a three-level walk-up building.

Common property includes driveway, visitor parking, basement carpark, stairways [2], pathways, gardens, mailboxes and boundary fencing.

SCOPE OF WORK

Olive Tree Consulting Group Pty Ltd was engaged by the Body Corporate for the purpose of conducting a safety report.

The scope of the workplace safety audit is to assist the body corporate in meeting its obligations under the Work Health and Safety Act, Work Health and Safety Regulation and to meet their due diligence obligations.

ADDITIONAL INFORMATION

- Nil to report



SUMMARY OF ASSESSMENT

ASSESSMENTS	NUMBER	COMMENTS
Very high risk (1)	0	Stop the activity—immediate action is required to ensure safety—safety measures applied must be cleared by the Body Corporate before any activity recommences.
High Risk (2)	0	Proceed with caution—immediate reporting of emerging or ongoing risk exposure at this level to the Body Corporate for decision is mandatory
Substantial Risk (3)	2	Be aware - action required as soon as possible to prevent injury or illness.
Moderate Risk (4)	8	Report these risks to the body corporate as soon as possible.
Acceptable Risk (5)	1	Do something when possible. Manage by routine procedures.
Low Risk (5)	21	These risks should be recorded, monitored and controlled by the Body Corporate.



METHODOLOGY AND SCORING

INSPECTION

- An inspection was conducted using visual observations, assessments and measurement where necessary, with a safety audit checklist as a guide.
- This process draws reference from applicable legislation such as the Work Health and Safety, Electrical Safety and Australian Standards. If items on the checklist were not commented on in the report, then they were either not applicable or did not present a risk at the time of inspection.

RISK MANAGEMENT APPROACH

- Risks and control measures identified through this report were based upon the overarching objective of Work Health and Safety laws (WHS laws) which is to protect the health, safety and welfare of employees, volunteers and other persons who are at, or come in to contact with a workplace.
- The purpose of any WHS risk assessment is to ensure that, for any identified hazards, appropriate control measures are implemented in order to protect workers, contractors and visitors from risks to their health, safety and welfare.
- Control measures for WHS hazards should be implemented as required using the following hierarchy of control, in order of preference these measures relate to:
 - elimination (removal of the hazard)
 - substitution (substitute the hazard for something which is less hazardous e.g. replace a hazardous chemical with one which is not hazardous)
 - isolation (isolate the hazard from people e.g. place a noisy piece of equipment in another location)
 - engineering (e.g. guarding on machinery)
 - administrative (e.g. provision of training, policies and procedures, signage)
 - personal protective equipment (e.g. use of hearing, eye protection, high visibility vests).
- Outcomes of risk assessments will be documented, and the control measures reviewed at least annually or earlier should a task or activity be the subject of a WHS incident or a change of process or requirement.
- Current risk assessment of this report will ensure that the body corporate achieves the goal of eliminating or minimising potential hazards and ensuring compliance with workplace health and safety regulations.

LEGISLATIVE

Associated Acts and regulations include:

- Work Health & Safety Act 2011
- Work Health & Safety Regulation 2011

but are generally, not limited to the following acts: -

- Building Fire Safety Regulation 2008
- WHS & Other Legislation Amendment Act 2017
- WHS Codes of Practice 2011
- Pool Safety Standards
- Queensland Development Code
- Queensland Building & Construction Commission Act 1991
- Pool Safety Standards
- Local Authority by-laws



ASSESSING THE RISK

- Assessing the risk from a hazard determines its significance. Firstly, consider the consequences should something happen; will it cause a serious injury, illness or death or a minor injury. Secondly, consider how likely is this to occur—very likely, not likely at all or somewhere in between? Some of the things to think about include:
 - how often is the task undertaken;
 - how frequently are people near the hazard;
 - how many people are near the hazard at a particular time;
 - has an incident happened before;
 - have there been any 'near misses'.

- Use the table below to determine how significant the risk is.

- Where a manager, worker, contractor, or visitor to the workplace identifies a hazard, requires that it is eliminated or reduced in consultation with the relevant stakeholders.
 - Step 1: identify the Consequences—or how severely could it hurt someone;
 - Step 2: identify the Likelihood—or how likely is it for an injury to occur;
 - Step 3 & 4: identify the Risk Priority Score—to prioritise your actions;
 - Step 5: apply the hierarchy of hazard control;
 - Step 6: identify who, how and when the effectiveness of controls will be checked and reviewed.

Step 1— CONSEQUENCES		Step 2—LIKELIHOOD How likely is it for an injury to occur? —			
How severely could it hurt someone? Or How ill could it make someone?—		Very likely, could happen frequently	Likely, could happen occasionally	Unlikely, could happen, but rare	Very unlikely, could happen, probably never will
		L1	L2	L3	L4
Kill or cause permanent disability or ill health	C1	Very high risk(1)	Very high risk(1)	High Risk (2)	Substantial Risk (3)
Long term illness or serious injury	C2	Very high risk(1)	High Risk (2)	Substantial Risk (3)	Moderate Risk (4)
Medical attention and several days off work	C3	High Risk (2)	Substantial Risk (3)	Moderate Risk (4)	Acceptable Risk (5)
First Aid needed	C4	Substantial Risk (3)	Moderate Risk (4)	Acceptable Risk (5)	Low Risk (6)



SCORE

This information is evaluated as follows (Step 3 and 4).

Risk Priority Score	Action and Response
Very high risk (1)	Stop the activity—immediate action is required to ensure safety—safety measures applied must be cleared by the Body Corporate before any activity recommences.
High Risk (2)	Proceed with caution—immediate reporting of emerging or ongoing risk exposure at this level to the Body Corporate for decision is mandatory
Substantial Risk (3)	Be aware - action required as soon as possible to prevent injury or illness.
Moderate Risk (4)	Report these risks to the Body Corporate as soon as possible.
Acceptable Risk (5)	Do something when possible. Manage by routine procedures.
Low Risk (6)	These risks should be recorded, monitored and controlled by the Body Corporate.

CONTROL THE HAZARDS

Control the hazards—the aim is to implement the most reliable controls to create a safe workplace rather than simply relying on people to behave safely, following processes or using protective equipment. In many cases, a combination of several control strategies may be the best solution.

Hierarchy of control strategies (in order of preference) (Step – 5):

- **eliminate** - the hazard; remove the equipment from use, dispose of unwanted chemicals;
- **substitute** -use a non-hazardous chemical, use a different machine that can do the same task;
- **isolation** -contain noisy machinery within a booth;
- **engineering controls** -design equipment differently, providing lifting devices to minimise manual handling;
- **administrative processes**- task variation, job rotation, training;
- **personal protective equipment**- gloves, hearing protection, eye protection.

REVIEW

Continuously review to monitor and improve control measures and find safer ways of doing things (Step 6).





ASSESSMENT DETAILS

[1] Driveway and parking	Element Type: Driveway surfaces	
No significant obstructions were observed?	Yes	
Risk factor of identified item?	Low Risk (6)	
Control Measures/ Comment: No obstructions or incorrectly parked vehicles were on the driveway/basement entrance. Continue to monitor and keep the area clear to maintain safety and clear access for vehicles.		
Photos:		
		
[2] Driveway and parking	Element Type: Driveway surfaces	
No areas of driveway surfaces which may cause a trip, slip or fall hazard?	Yes	
Risk factor of identified item?	Low Risk (6)	
Control Measures/ Comment: The concrete driveway is in good condition. No large cracks, damage or build-up of algae/mildew or oily marks were observed which could pose a potential slip, trip or fall hazard. Continue to monitor the driveway surface regularly to maintain safety.		
Photos:		
		
[3] Driveway and parking	Element Type: Line marking	
Line markings were clear and observable?	Yes	
Risk factor of identified item?	Low Risk (6)	
Control Measures/ Comment: The line marking for the visitor parking bays are in good condition and clearly visible for motorists. This helps to support the correct parking practices on the driveway, which improves safety and reduces potential obstructions. Ensure to monitor and repaint the line markings/stencils when they become faded and worn.		
Photos:		
		





[4] Driveway and parking	Element Type: Signage	
Maximum height signage is installed?	No	
Risk factor of identified item?	Moderate Risk (4)	
Control Measures/ Comment: No maximum height/clearance signage was observed at the basement car park entrance. This creates a risk of larger vehicles (e.g. vans or cars with roof racks) colliding with the entrance roof or overhead structures, such as drainpipes. It is recommended that a maximum height clearance sign be installed and displayed prominently at the entrance to mitigate risk and increase safety.		
Photos: 		

[5] Basement	Element Type: Surfaces	
No significant obstructions for vehicles were observed?	Yes	
Risk factor of identified item?	Low Risk (6)	
Control Measures/ Comment: No obstructions or incorrectly parked vehicles were observed in the basement car park. Continue to monitor and ensure the area remains clear to allow safe vehicle access.		
Photos: 		

[6] Basement	Element Type: Surfaces	
No surfaces areas which may cause a trip or fall hazard?	No	
Risk factor of identified item?	Moderate Risk (4)	
Control Measures/ Comment: Several large metal drainage grilles were observed in the basement car park. This creates a potential trip and fall hazard, particularly for children and those walking in sandals, high-heels etc. It is recommended to paint a yellow line marking around the grille edges to enhance their visibility and maintain safety.		
Photos: 		





[7] Basement	Element Type: Surfaces	
Basements were clear of any build up of litter?	No	
Risk factor of identified item?	Moderate Risk (4)	
Control Measures/ Comment: A build-up of litter was observed in the basement car park. This creates a risk of pests, poor hygiene, and other hazards. Removal is required and ensure to monitor and keep the car park clean.		
Photos:		
		

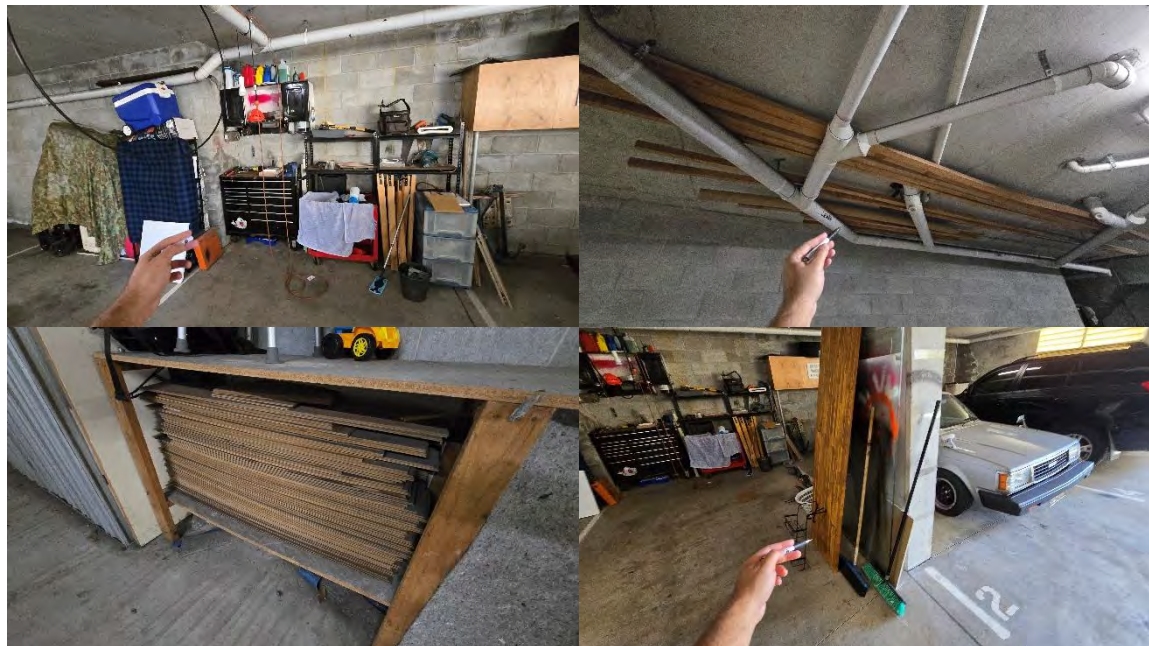
[8] Basement	Element Type: Line marking	
Line markings were clear and observable?	Yes	
Risk factor of identified item?	Low Risk (6)	
Control Measures/ Comment: The line markings for the parking bays are in good condition and help to facilitate the correct parking behaviour in the basement car park. This helps to maintain safety, reduce injury risks and prevents potential obstructions.		

[9] Basement	Element Type: Lighting	
Lighting in parkings areas was sufficient?	Yes	
Risk factor of identified item?	Low Risk (6)	
Control Measures/ Comment: The basement lights were operational and in good condition. These provide adequate illumination and visibility for motorists and pedestrians throughout the basement car park. Monitor the lights regularly and continue to keep them clean from dust, debris and cobwebs.		
Photos:		
		





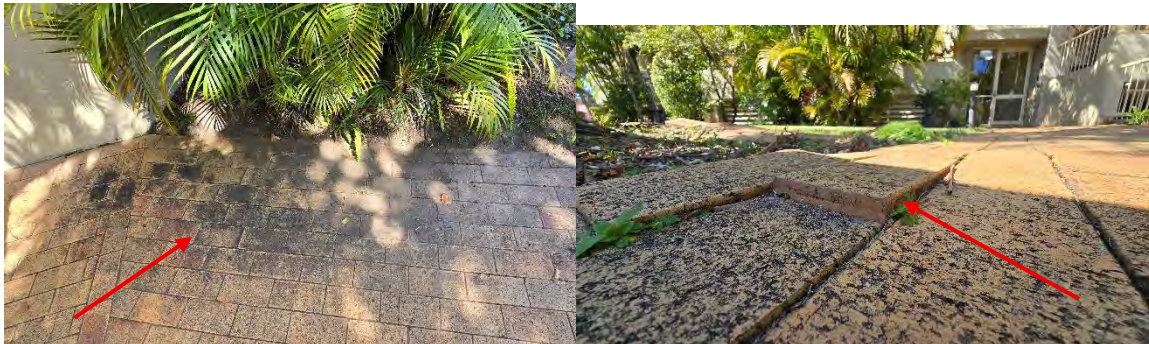
[10] Basement	Element Type: Basement ventilation	
Has sufficient ventilation (either natural or mechanical)?	Yes	
Risk factor of identified item?	Low Risk (6)	
Control Measures/ Comment: The basement carpark has natural and mechanical ventilation throughout, helping to maintain air quality and reduce fumes.		
Photos:		
		

[11] Basement	Element Type: Basement storage	
Stored items do not cause a hazard?	No	
Risk factor of identified item?	Moderate Risk (4)	
Control Measures/ Comment: Several incorrectly stored items were observed within owner's parking bays, including stacked/leaning items, tools, chemicals and timber items. Timber items are also stored between the overhead drainage pipes. These pose several safety risks, and increase potential fire hazards (a build-up of combustible material). It is recommended that these items be removed/decluttered to maintain a safe environment, particularly as they are easily accessible to children and visitors.		
Photos:		
		



[12] External pathways	Element Type: Pathways
No significant obstructions were observed along pathways?	Yes
Risk factor of identified item?	Low Risk (6)
Control Measures/ Comment: The pathways were clear of obstructions and incorrectly stored items. Continue to monitor and keep the pathways clear to maintain safety, especially in the event of an emergency evacuation.	
Photos:	
	

[13] External pathways	Element Type: Pathway lighting
Lighting for pathways was sufficient?	Yes
Risk factor of identified item?	Low Risk (6)
Control Measures/ Comment: There is sufficient lighting for the pathways, which helps to improve safety and visibility for pedestrians, reducing the risk of slips, trips, and falls at night and during low-light conditions.	
Photos:	
	

[14] External pathways	Element Type: Pathways/ steps
No significant slip or trip hazards were observed?	No
Risk factor of identified item?	Moderate Risk (4)
Control Measures/ Comment: A build-up of algae/mildew was observed on the pathway, along with a small section of raised brick pavers. This increases the risk of slip, trip and fall injuries, particularly during wet and low-light conditions. It is recommended to clean the pathway regularly and to reset the brick pavers to create an even surface area to maintain safety for pedestrians.	
Photos:	
	



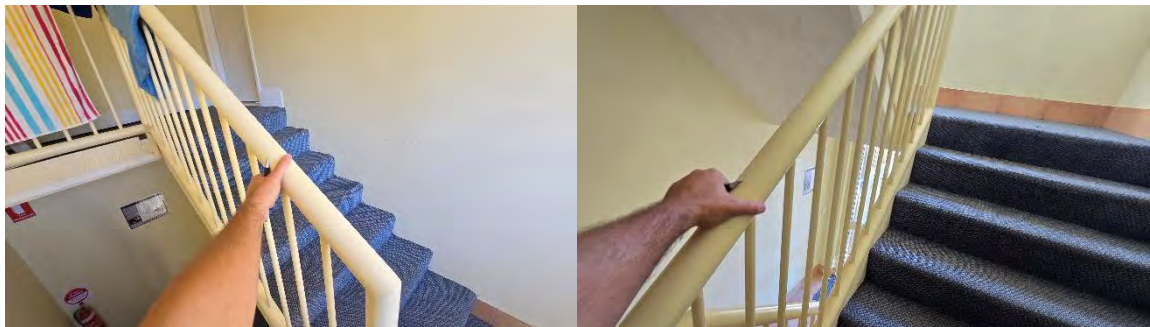


[15] Stairways	Element Type: Stairways	
No significant obstructions were observed in stairways?	Yes	
Risk factor of identified item?	Low Risk (6)	
Control Measures/ Comment: The stairways were clear of obstructions. Continue to monitor and keep the stairways clear at all times to maintain safety, especially in the event of an emergency evacuation.		
Photos:		
		

[16] Stairways	Element Type: Stairways	
No incorrectly stored items in stairways?	No	
Risk factor of identified item?	Moderate Risk (4)	
Control Measures/ Comment: An incorrectly stored ladder was observed at the top of one [1] stairway. This creates a safety hazard, as the ladder is accessible to children and visitors, with a risk of children climbing, falling, and potentially going over the handrail. It is recommended to remove the ladder and store it securely to maintain safety.		
Photos:		
		





[17] Stairways	Element Type: Stairways	
Handrails were installed and were fixed securely?	Yes	
Risk factor of identified item?	Low Risk (6)	
Control Measures/ Comment: The handrails are in good condition, offering adequate support for users navigating the stairway. No damage or loose fixings were observed at the time of inspection.		
Photos:		
		

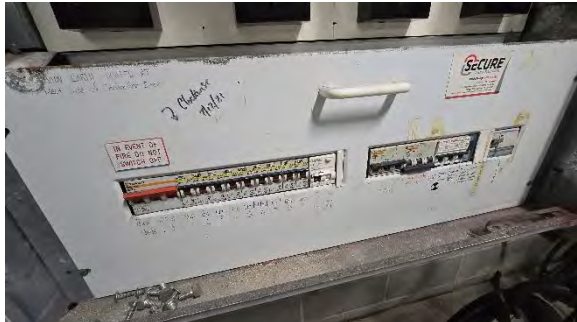
[18] Stairways	Element Type: Stairways	
Stairways were clear of incorrectly stored items?	Yes	
Risk factor of identified item?	Low Risk (6)	
Control Measures/ Comment: The tiles and carpets are in good condition. No damaged/cracked tiles or frayed carpets with lifted sections were observed during the inspection. Nil to report.		
Photos:		
		

[19] Stairways	Element Type: Stairway lighting	
Emergency lighting was in working condition?	Yes	
Risk factor of identified item?	Low Risk (6)	
Control Measures/ Comment: The emergency lighting is in good condition. No damaged lights were observed at the time of inspection. Continue with the current maintenance schedule to maintain safety and compliance with AS 2293.		
Photos:		
		





[20] Electrical installations		Element Type: Switchboard
Switchboard areas had sufficient signage?		No
Risk factor of identified item?		Acceptable Risk (5)
Control Measures/ Comment: It is recommended to install 'MAIN SWITCHBOARD' signage on the electrical cabinet to facilitate easy identification during a fire or electrical emergency. Clearly identifying and signing the main switchboard reduces potential confusion and ensures compliance with AS/NZS 3000 2.9.2.4.		
Photos:  MAIN SWITCHBOARD		

[21] Electrical installations		Element Type: Switchboard
Documentation available to show RCD testing has been undertaken by a qualified contractor?		No
Risk factor of identified item?		Moderate Risk (4)
Control Measures/ Comment: There is no evidence or record indicating that Residual Current Device (RCD) testing has been conducted on the circuit breakers. Regular RCD testing is recommended to ensure circuit breakers operate correctly and provide protection against electrical faults. Without testing, there is a risk that circuit breakers may fail to trip during a fault, increasing the likelihood of electric shock or fire. It is recommended that RCD testing be carried out by a licensed electrician to ensure ongoing safety and compliance with AS/NZS 3760.		
Photos: 		

[22] Electrical installations		Element Type: Electrical equipment
No leads being run from common power outlets to private car bays?		No
Risk factor of identified item?		Moderate Risk (4)
Control Measures/ Comment: An incorrectly run lead from a common area power outlet to a private car bay was observed. This is not authorised by the body corporate, presents a risk of fire, creates liability and insurance issues, and the type of electrical equipment being powered cannot be confirmed. Removal is required.		
Photos: 		



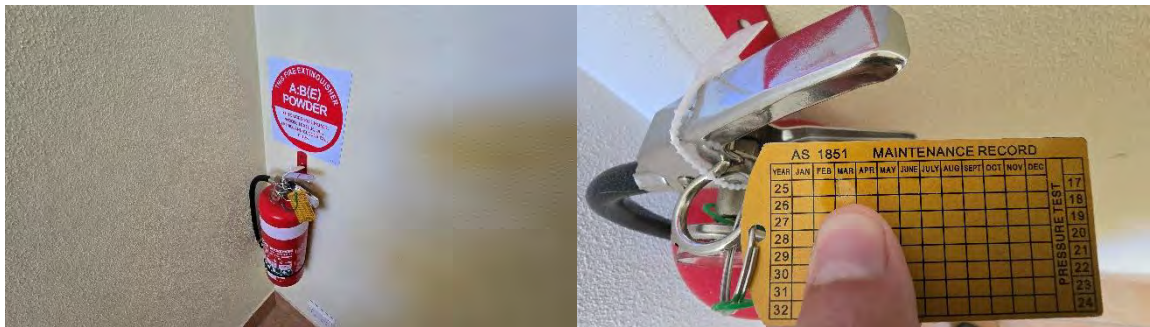
[23] General building	Element Type: Drainage	
Drainage areas and inspection points were clear of excess debris?	Yes	
Risk factor of identified item?	Low Risk (6)	
Control Measures/ Comment: The drainage points were clear of debris. Continue to monitor and keep the drainage areas clear to prevent blockages and potential flooding risks.		
Photos:		
		

[24] Fencing	Element Type: Boundary fencing	
No damage to fencing was observed?	Yes	
Risk factor of identified item?	Low Risk (6)	
Control Measures/ Comment: The boundary walls and metal fencing were in good condition. No damage or loose posts were observed at the time of inspection.		
Photos:		
		

[25] Landscaping	Element Type: Gardens	
Gardens were in good condition and did not cause any safety hazards?	No	
Risk factor of identified item?	Substantial Risk (3)	
Control Measures/ Comment: An incorrectly discarded glass table top was observed in the garden bed beside the visitor car park. It was found hidden under leafy debris, creating a safety hazard and posing a risk to children and gardeners who may be unaware. Removal is required to maintain safety.		
Photos:		
		





[26] Compliance	Element Type: Fire extinguisher
Are fire extinguishers readily accessible and serviced regularly?	Yes
Risk factor of identified item?	Low Risk (6)
Control Measures/ Comment: The fire extinguishers are easily accessible and are serviced/tag tested every 6 months. The last inspection was in March 2025 and meets AS 1851 compliance. Continue with the current maintenance schedule.	
Photos:	
	

[27] Compliance	Element Type: Fire doors
Are fire doors in good condition? No open, damaged or obstructed fire doors observed?	No
Risk factor of identified item?	Substantial Risk (3)
Control Measures/ Comment: The two [2] basement fire doors were found open in the basement car park. One held open with a brick and the other has a missing door closer. This is a breach of the <i>Building Fire Safety Regulation 2008</i> and they must remain closed to prevent the spread of smoke and/or fire. Remedial action is required.	
Photos:	
	





[28] Compliance	Element Type: Fire doors
Fire doors were serviced regularly?	Yes
Risk factor of identified item?	Low Risk (6)
Control Measures/ Comment: The fire doors were serviced in October 2024. Continue with the current maintenance schedule as per AS 1851 to maintain fire safety and compliance.	
Photos: 	

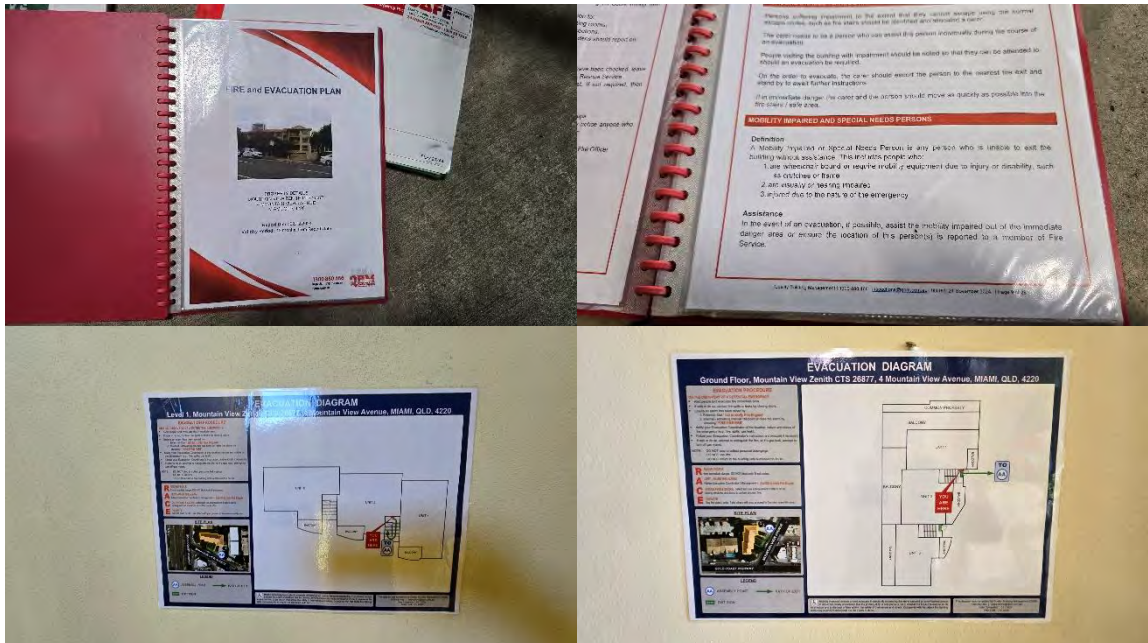
[29] Compliance	Element Type: Fire equipment
Fire equipment was accessible and clearly signed?	Yes
Risk factor of identified item?	Low Risk (6)
Control Measures/ Comment: All of the fire equipment was clearly signed, ensuring easy identification and access in case of an emergency. The signs are prominently displayed and in good condition. Monitor regularly and replace when faded, damaged or removed.	
Photos: 	

[30] Compliance	Element Type: Emergency exits
Emergency exit signs are in good condition? No damage or broken lights observed?	Yes
Risk factor of identified item?	Low Risk (6)
Control Measures/ Comment: The emergency lighting is in good condition, with no damage or faults observed during the inspection. Continue with the current maintenance schedule, as per AS 2293.	
Photos: 	





[31] Compliance	Element Type: Smoke alarms
Smoke alarms of common property did not have warning lights?	Yes
Risk factor of identified item?	Low Risk (6)
Control Measures/ Comment: The smoke alarms are in good condition. No missing alarms, chirping or warning lights were observed at the time of inspection.	
Photos:	
	

[32] Compliance	Element Type: Emergency response
Evacuation plan and diagrams were observed?	Yes
Risk factor of identified item?	Low Risk (6)
Control Measures/ Comment: A fire and evacuation plan is in place for the scheme. The diagrams are correctly oriented and include all the required fire safety information, ensuring clear guidance in the event of an emergency. Monitor regularly and replace if worn, damaged or removed.	
Photos:	
	

LIMITATIONS OF REPORT

LIMITATIONS

- The Body Corporate is responsible for informing our consultants of any known risks, including prior incidents, injuries, or warnings. This information is crucial for assessing potential hazards. If identified, additional work or investigations may be required. We do not accept responsibility for undisclosed risks.
- Please note that risk management is an ongoing process; it is never complete, as such this safety audit report is a platform to enable a continual improvement process.
- Where reference is made to the Work Health and Safety Act and the Work Health and Safety Regulations, it is strongly suggested the recommendations are followed.
- Our assessment serves as a guide for the Body Corporate and is intended for safety monitoring only. It does not replace the Body Corporate's primary duty of care as a PCBU.
- The scores in our assessment are our opinion of the standards based on our experience in inspection of safety of buildings according to the Act.
- This report provides information at a particular point in time, safety matters may vary over time.

ASSUMPTIONS

- Our assessment is based on common property and facilities which reasonable access was available at the time of inspection.
- Limited time onsite may not yield fully conclusive results on performance. For example, facilities which may be turned on after hours, security requirements late at night, items which happen over extended periods, or emergencies which may be ad hoc.

EXCLUSIONS

- This report is not to be used as an annual fire safety inspection. A separate inspection should be carried out by an industry professional.
- This report is not to be used as an annual pool safety inspection. A separate inspection should be carried out by an industry professional.
- Our assessment excludes any specific compliance or regulatory matters which relate to the scheme which we are not aware of.
- Our assessment excludes any special assessment matters which has not been specifically requested nor part of our quotation.
- Our assessment excludes assessment items which are not part of common property or within individual lot boundaries.
- Our assessment excludes slip testing of tiled surfaces. A separate inspection should be carried out by an industry professional.

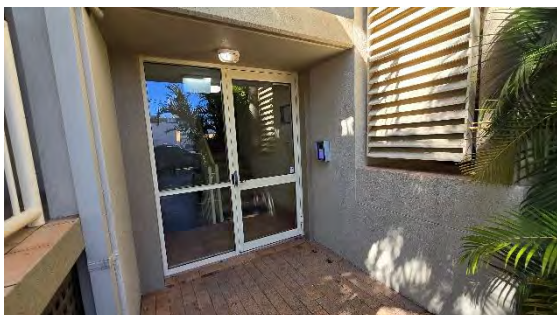
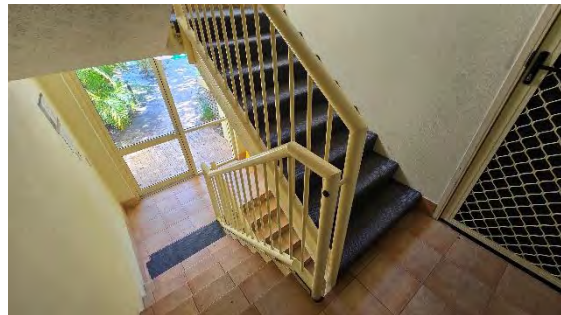
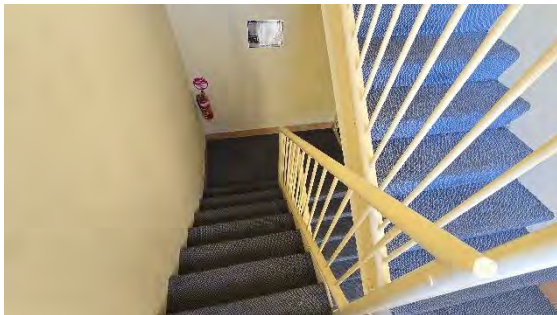
DISCLAIMER AND QUALIFICATIONS

- All care has been taken to confirm the validity of information provided during the review and evidence observed. If any errors are identified within this report, please contact Olive Tree Consulting Group Pty immediately.
- The recommendations and scores contained herein are indicative only, based on limited time onsite.
- These may include but not limited to unforeseen behaviour of occupants, lack of performance by contractor, and/or failures in the future due to any circumstances which arise.
- Assumptions that a reasonable standard of maintenance has been applied and maintained for this scheme by the Body Corporate. No further or additional work is required over a period to get it to a desired standard.
- We have no direct or indirect pecuniary or other interest in the subject property or with the owner.
- This report has been prepared on specific instructions from the client for the purposes of providing an independent performance assessment for the body corporate. It is not to be relied upon by any other person(s) / party or used for any other purpose.
- We accept no liability to third parties, nor do we contemplate that this report will be used by another person(s) / party for any other purpose other than for that which it was intended.
- Neither the whole nor any part of this report or any reference thereto may be included in any published document, circular or statement, nor published in part or in full in any way, without the prior written consent of Olive Tree Consulting Group.
- Olive Tree Consulting Group does not accept any liability for losses arising from such subsequent changes.
- Liability is limited under Professional Standards Legislation.





PHOTOGRAPHS





ABOUT OLIVE TREE

Tyrin Batty
Director

The Body Corporate Consulting Edge

Olive Tree Consulting Group brings a new approach to solutions in strata across the body corporate industry in Queensland and Northern New South Wales.

With a team of qualified experts, including QS professionals, engineers, WHS specialists, building inspectors, project managers and facility managers — we deliver expert guidance on caretaking, performance assessments, dispute resolution, documentation, new developments and more.

Our comprehensive expertise spans high-rise towers, townhouse developments, commercial and industrial properties, land subdivisions, and multi-layered schemes across Queensland and Northern New South Wales.

We are committed to delivering reliable, cost-effective advice and industry-leading insights, ensuring your body corporate receives the best value for money without compromising on quality.

Our Services



Management Rights

Time and Motion remuneration reviews, schedule of duties, common property condition reports, caretaker performance reviews, competency assessments.



Body Corporate Compliance

Insurance valuations, sinking fund forecasts, asbestos audits, lot entitlement reviews, building management statement reviews, fire safety, and WHS safety.



Engineering / Building Condition

Dilapidation surveys, building condition reports, balustrading inspections, form 12 certificates, internal moisture inspections for window and roof leaks.



Quantity Surveying / Project Management

Project management (capital works), scope of works, cost plans, bill of quantities (BOQ), bank reports, progress payments.



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SUNSHINE COAST | NORTHERN NSW

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SINKING FUND FORECAST



PROPERTY DETAILS

MOUNTAIN VIEW ZENITH CTS 26877,
4 MOUNTAIN VIEW AVENUE,
MIAMI, 4220

Report Date: 21-DEC-2023

22 December 2023

Dear Committee Members,

This report is the result of an Inspection conducted at your complex to identify the likely ongoing maintenance and capital improvement costs expected over the period covered by the Sinking Fund.

The budget estimates provided in this forecast, are accurate at today's date only, and increased by the listed rate of inflation, due to:

- changes in construction costs,
- legislative requirements,
- Industry conditions, and
- design changes to name a few.

Thus, it is critical that this forecast is updated regularly (yearly), and we recommend that a complete reassessment of the forecast be conducted at least each **3 years**.

This is NOT a building condition report. QBM can provide a building condition report at additional cost. However, QBM would include all identified items into the Sinking Fund at no additional charge.

This is NOT a maintenance assessment report. QBM can provide a building maintenance report at additional cost. However, QBM would include all identified items into the Sinking Fund at no additional charge.

QBM has requested that any works by the Body Corporate be supplied so that these may be included into the Sinking Fund. Failure on behalf of the Body Corporate to provide any and all planned works is not the responsibility of QBM.

This report has been compiled by a building professional and is the opinion and recommendations of this trained professional.

The recommendations are given after serious consideration to the possibility of deterioration of the building and surrounds as a result of non-maintenance.

Should the committee choose not to follow these recommendations, then the committee must take full responsibility for deterioration of the complex that may occur from the lack of maintenance.

The building professionals at QBM are available to discuss any queries you may have with this inspection and report, or if you require clarification of any items, please call us on 1300 880 466.

Thank you for the opportunity to assist you in keeping your complex well maintained and the Sinking Fund with adequate funds for future planned and unforeseen expenses.

Yours Sincerely,



Donna Balmer
Managing Director

PROPERTY AND INSPECTIONS DETAILS

Scheme Name:	Mountain View Zenith CTS 26877
Address of Property:	4 Mountain View Avenue, MIAMI, 4220
	QLD
Building Description:	4 Level Residential Unit complex – residential constructed of Masonry walls and Tiled roof.
Report prepared by:	Donald Pitt
Lift on Site:	0
Swimming Pool on Site:	0
Number of Lots:	9
Number of Lot Entitlements:	9
Plan Format	Building Format Plan
Rate of Inflation utilised:	4.80%
Recommended Review:	2026

PLANNED WORKS

A full listing of planned upgrade works is identified within this report.

AREAS NOT ACCESSED

Areas in "in accessible" areas have not been included in this report. This includes any areas that cannot be seen from a visual inspection not requiring demolition work. Such areas include behind fixed wall and ceiling sheeting, under floor coverings, behind door jambs and architraves.

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Contingencies are disallowed as per "The Duporth Riverside" case 2017 and that unexpected/unforeseen expenses are catered in the BCCM Act via a special levy. QBM have not made any allowance for Contingencies.

This report is NOT a Safety Inspection. As such it specifically DOES NOT cover the identification of any items affecting the safety of occupants, visitors and contractors who maybe onsite.

This report is to be considered to be a "Once Off" and only relevant at the time of inspection. QBM specifically brings to your attention that this report is NOT to be considered as being relevant for any time after the inspection date. As conditions change and the possibility of items that are now considered to be "safe" and defect free, will deteriorate over time. Thus, the need to undertake ongoing safety inspections to keep this complex in a condition free from defects and safety issues.

This report specifically DOES NOT cover any inspection for the identification of Asbestos, nor and safety issues associated with Asbestos.

This report specifically DOES NOT cover any inspection for the identification of Combustible Cladding, nor does it include any reference to Fire or Combustible Cladding Legislation, or consideration of any materials that may or may not be combustible.

This report specifically DOES NOT cover any inspection for the identification of and/or issues with Fire Prevention, Fire Systems, Fire Safety, or Fire Compliance of any type.

This report specifically DOES NOT cover any considerations as to the usage of the complex/building/common areas, facilities or equipment by persons who are under the influence of alcohol or drugs or any type including prescription drugs. Under the influence shall mean any measure above 0.

INTRODUCTION

Under instructions from the committee of this complex, we set out in this report our recommendations for the Sinking Fund for the common areas of the complex.

The purpose of this report is to provide an independent analysis of the requirements for expenditure and contributions towards the Sinking Fund of the complex. This report is NOT a condition assessment or a report to identify any maintenance issues with the complex.

This report identifies and evaluates the funding requirements for items requiring capital expenditure as detected by site inspection, or by reference to plans and specifications, or by making reference to an assessment of the life expectancy of items within the complex.

Life expectancies and planned years to replacement used in this report are intended as a guide only for the purposes of determining a reasonable budget allowance for each year covered by this report. The allowances given for replacement costs are NOT fixed quotes and should only be used for budgeting purposes.

QBM has requested information about the state of repair of the building and complex and has requested all information as to planned works or repairs required to the complex prior to completing this report. Where this information has not been supplied, it has not been included in this report.

The Committee should review the following:

- Seek information from members of the Committee regarding the current state of the building
- Ascertain the future time objectives for appearance items such as painting of common areas, and repairs of common property, which may impact upon the stated years in this forecast and may affect the immediate cash flow requirements.
- If the Committee owns any landscaping equipment such as mowers, etc. that has not been supplied to QBM in a detailed list with full costs and purchase dates, then such items will not be included in this forecast. If after the report has been completed, and changes are required due to information not being supplied to QBM then additional costs will be charged.

This Sinking Fund forecast should be reviewed on a yearly basis to update any changes caused by abnormal expenditure, inflation rates, building industry changes such as “Boom times”, building material costs and availability and the current condition of the building.

A full and detailed review with a new Sinking Fund Forecast prepared should be completed on a maximum of a 3-yearly basis. However, this will not pick up changes to industry conditions that greatly affect all cost estimates. Thus, the need for yearly reviews.

Items of a recurrent nature covered by the Administration Fund have not been included in this report.

No allowance has been made for upgrades or improvements unless specifically requested.

SCOPE OF REPORT

This Sinking Fund report assesses the funding requirements of the common property areas of the complex over time to enable restoration to original standard. It has been assumed that the property will be correctly maintained to maximize the life of items within the complex.

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This is NOT a maintenance assessment report. QBM can provide a building maintenance report at additional cost. However, QBM would include all identified items into the Sinking Fund at no additional charge.

QBM has requested that any works by the Body Corporate be supplied so that these may be included into the Sinking Fund. Failure on behalf of the Body Corporate to provide any and all planned works is not the responsibility of QBM.

GST should be added to the contributions when levying Lot owners.

It is critical that a full site inspection is conducted at least each 3 years to update the Forecast so that major projected costs are accounted over the longest possible time frame to avoid unexpected and unbudgeted expenditure.

Fire Regulations (Building Format Plans only)

Due to amended Fire Regulations, it is now compulsory to upgrade/ develop Fire and Evacuation Plans and Diagrams and conduct full training of occupants of the building. Re-assessment of these plans and training is required each year. It is also a requirement that a certification of all fire installations is sent to the local office of the Fire and Rescue Service. The first compliance date is 1 July 2009 and then each year thereafter.

THE PROPERTY

This report has been completed for the Strata property, and only the Strata property, as listed on the front cover of this report. Any mention of any property other than the property listed on the front cover of this report, has not been inspected and must be construed as NOT forming any part of this report, nor the inspection conducted for this report.

This report, or any part of this report, must not be supplied to any other property owner or Body Corporate without the express permission by QBM in writing.

THE CLIENT

The Client for the inspection conducted for this report, and this report itself, is the Body Corporate, and only the Body Corporate as listed on the order received requesting this report only, and the Body Corporate, and only the Body Corporate as listed on the invoice accompanying this report.

This report has been completed for the Body Corporate for the Strata property, and only the Strata property, as listed on the front cover of this report. Any mention of any Body Corporate or property other than the Body Corporate for the property listed on the front cover of this report, has not been inspected and must be construed as NOT forming any part of this report nor the inspection conducted or this report.

This report, or any part of this report, must not be supplied to any other Body Corporate or property owner without the express permission by QBM in writing.

LEGISLATIVE REQUIREMENTS

This report is prepared to meet the requirements of the Queensland Strata Legislating. Namely:

Body corporate maintenance

The body corporate is usually responsible for maintaining:

- roads, gardens and lawns on common property
- facilities on common property (like swimming pools and barbeques)
- [utility infrastructure](#) (like equipment, pipes and wiring) that is on common property, or in a boundary structure, or services more than 1 lot.

Dividing fences

Questions about fences that divide properties may come under the [Neighbourhood Disputes \(Dividing Fences and Trees\) Act 2011](#) (previously known as the dividing fences legislation).

For information about this legislation see:

- [neighbourhood dispute resolution](#)
- [Queensland Civil and Administrative Tribunal](#).

Section 311 of the [Body Corporate and Community Management Act 1997](#) says that responsibility for a:

- fence between a lot and the common property is shared equally between the lot owner and the body corporate
- fence between 2 lots is shared equally between the lot owners
- boundary fence between a lot and an adjoining property is shared equally between the body corporate and the adjoining property owner because the fence is in essence the boundary of the scheme.

EXECUTIVE SUMMARY

Scheme Name:	Mountain View Zenith CTS 26877
Address of Property:	4 Mountain View Avenue, MIAMI, 4220
Inspection by:	Roy Pearl
Report prepared by:	Donald Pitt
Report Assumptions:	
Number of Lots:	9
Number of Lot Entitlements:	9
Plan Format	Building Format Plan
Rate of Inflation utilised in calculations for expenditures. Note: Increases in levies may increase greater than the inflation rate due to planned works:	
	4.8%
Investment interest rate utilised for calculations	0.5%
Taxation rate utilised for calculations:	30.0%
Current Sinking Fund Balance	\$70,349.62
Report Projection Term	15
Balance Start Date	5/10/2023

The below balances are calculated to ensure the Sinking Fund has sufficient funds for all future expenditure and does not hold too much to be a burden upon lot owners.

End of FY	Current balance of account	Current contributions plus Increase	Expenditure and budget allowances for current year *	Bank Interest Received on year end Balance	Adjusted SF balance after expenditure and budgeting allowances
2024	\$70,350.00	\$6,750.00	\$5,250.00	\$0.00	\$71,850.00
2025	\$71,850.00	\$8,438.00	\$84,545.00	\$0.00	-\$4,257.00
2026	-\$4,257.00	\$10,548.00	\$1,546.00	\$0.00	\$4,745.00
2027	\$4,745.00	\$13,185.00	\$3,089.00	\$0.00	\$14,841.00
2028	\$14,841.00	\$16,481.00	\$6,572.00	\$0.00	\$24,750.00
2029	\$24,750.00	\$20,601.00	\$39,659.00	\$0.00	\$5,692.00
2030	\$5,692.00	\$25,751.00	\$19,921.00	\$0.00	\$11,522.00
2031	\$11,522.00	\$32,189.00	\$11,000.00	\$0.00	\$32,711.00
2032	\$32,711.00	\$40,236.00	\$13,339.00	\$0.00	\$59,608.00
2033	\$59,608.00	\$50,295.00	\$11,713.00	\$0.00	\$98,190.00
2034	\$98,190.00	\$62,869.00	\$40,646.00	\$0.00	\$120,413.00
2035	\$120,413.00	\$78,586.00	\$56,119.00	\$0.00	\$142,880.00
2036	\$142,880.00	\$78,586.00	\$50,484.00	\$0.00	\$170,982.00
2037	\$170,982.00	\$78,586.00	\$247,451.00	\$0.00	\$2,117.00
2038	\$2,117.00	\$78,586.00	\$44,977.00	\$0.00	\$35,726.00

CONTRIBUTIONS AND EXPENDITURE**Contribution Summary for****Mountain View Zenith CTS 26877**

Year	End FY	Current contributions plus Increase	Expenses	SF Balance
1	2024	\$6,750	\$5,250	\$71,850
2	2025	\$8,438	\$84,545	-\$4,257
3	2026	\$10,548	\$1,546	\$4,745
4	2027	\$13,185	\$3,089	\$14,841
5	2028	\$16,481	\$6,572	\$24,750
6	2029	\$20,601	\$39,659	\$5,692
7	2030	\$25,751	\$19,921	\$11,522
8	2031	\$32,189	\$11,000	\$32,711
9	2032	\$40,236	\$13,339	\$59,608
10	2033	\$50,295	\$11,713	\$98,190
11	2034	\$62,869	\$40,646	\$120,413
12	2035	\$78,586	\$56,119	\$142,880
13	2036	\$78,586	\$50,484	\$170,982
14	2037	\$78,586	\$247,451	\$2,117
15	2038	\$78,586	\$44,977	\$35,726

Contributions for next 15 years**Contributions Summary for****Mountain View Zenith CTS 26877**

Year	End FY	Total Contribution including increases	Contribution per Lot Entitlement	Quarterly Contribution
1	2024	\$6,750.00	\$750.00	\$187.50
2	2025	\$8,438.00	\$937.56	\$234.39
3	2026	\$10,548.00	\$1,172.00	\$293.00
4	2027	\$13,185.00	\$1,465.00	\$366.25
5	2028	\$16,481.00	\$1,831.22	\$457.81
6	2029	\$20,601.00	\$2,289.00	\$572.25
7	2030	\$25,751.00	\$2,861.22	\$715.31
8	2031	\$32,189.00	\$3,576.56	\$894.14
9	2032	\$40,236.00	\$4,470.67	\$1,117.67
10	2033	\$50,295.00	\$5,588.33	\$1,397.08
11	2034	\$62,869.00	\$6,985.44	\$1,746.36
12	2035	\$78,586.00	\$8,731.78	\$2,182.95
13	2036	\$78,586.00	\$8,731.78	\$2,182.95
14	2037	\$78,586.00	\$8,731.78	\$2,182.95
15	2038	\$78,586.00	\$8,731.78	\$2,182.95

ANTICIPATED EXPENDITURE FOR NEXT 15 YEARS

The following pages list the anticipated yearly expenditures to complete maintenance / upgrade works. The time frames are proposed only, and the prices are NOT fixed quotes. The exact timing of maintenance works may vary depending upon specific requirements of the committee. The actual prices paid for completion of works will depend upon the specification of works, the extent of works, and the quotes received from contractors. These estimates should be viewed as budget estimates only.

Painting: The estimates including for painting include two coats of trade quality acrylic paint and any associated scaffolding. ONLY COMMON AREAS ARE INCLUDED

Roofing: Allowances have been included for regular repairs to extend the life of the existing roofing. ONLY COMMON AREAS ARE INCLUDED.

This report is NOT a condition assessment or a report to identify any maintenance issues with the complex.

Note: No allowance has been made for any works required under the "Combustible Cladding Legislation" if any are required.

Where works are listed in this table, but no amounts have been entered, this means that the works have been identified but not due in the term of this Sinking Fund Forecast. The items have been left in this table to provide the Committee confidence that all future works have been identified

Categories	Description of works to be undertaken	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
Building	Repairs and maintenance to the common areas to cover minor maintenance and safety issues. - Budget Allowance.	\$1,350	\$1,445	\$1,546	\$1,654	\$1,770	\$1,893	\$2,026	\$2,168	\$2,320	\$2,482	\$2,656	\$2,842	\$3,040	\$3,253	\$3,481
Doors and gates	Allowance for repairs to vehicle gates and doors, including motors, rollers and gate. This is an allowance and is designed to be held in reserve if works are not required in any particular year.	\$1,400			\$1,435			\$1,758			\$2,153			\$2,638		
Electrical	Allowance to repair / replace/ install lighting to road ways and common areas as required. This is an allowance and is designed to be held in reserve if works are not required in any particular year.						\$4,200					\$5,891				
Fencing	Maintenance to fencing as required.						\$8,023					\$11,252				
Floor coverings	Allowance for replacement of floor coverings - Budget Allowance.		\$6,600												\$21,231	
Landscaping	Allowance for repairs / replacement of garden edging - Budget Allowance.									\$4,725						
	Repairs and upgrade to landscaping and gardens including removal of dead plants, replacing plants, trimming, weeding and installing new mulch.											\$14,257				
Painting	Complete re-painting of complex due each 10 - 12 years, including full scaffolding costs. - Budget Allowance.		\$75,000												\$222,967	
	Replace water proofing material to concrete roofing, gardens and other common areas. This is an allowance and is designed to be held in reserve if works are not required in any particular year. - Budget Allowance.												\$45,000			
Road Ways & Site Works	Allowance for repair to driveway, kerbing and paths throughout the complex as required. This is an allowance and is designed to be held in reserve if works are not required in any particular year.		\$1,500					\$3,000					\$8,277			
Roofing	Allowance for general repairs to roof, guttering and downpipes as required to main building/s. - Budget Allowance.						\$20,844									
Stairs, balconies and handrails	Allowance for repairs to handrails and fixings - Budget Allowance.							\$3,648						\$5,475		
	Allowance to replace / upgrade handrails - Budget Allowance.													\$16,839		
Tiling	Allowance for repairs to tiling including lift and relay loose and drummy tiles to stairs. Allow for appropriate flexible jointing. This is an allowance and is designed to be held in reserve if works are not required in any particular year.							\$1,318						\$1,979		
	Allowance for repairs to tiling including lift and relay loose and															

Categories	Description of works to be undertaken	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
	drummy tiles. Allow for appropriate flexible jointing. This is an allowance and is designed to be held in reserve if works are not required in any particular year.															
Electrical	Allowance to upgrade electrical wiring and switchboards to common property. - Budget Allowance.															\$27,314
	Contributions towards repairs and replacement of intercom system. This is an allowance and is designed to be held in reserve if works are not required in any particular year.							\$8,171						\$12,263		
Fire Services	Allowance for ongoing repairs / replacement to fire equipment including lighting and exit signs, etc. This includes replacement of batteries, replace broken diffusers to emergency and exit lights, replacement / 5 yearly services of fire extinguishers.	\$2,500					\$3,156					\$4,426				
Mechanical Services	Replace Stormwater Sump pump - Budget Allowance.								\$8,832							\$14,182
	Replace Ventilation System - Fan - Budget Allowance.						\$1,543					\$2,164				
	Replace Ventilation System - Motor - Budget Allowance.										\$7,078					
Plumbing	Allowance for repairs to plumbing and sewerage systems.					\$2,855				\$3,742				\$4,905		
	Allowance for repairs to stormwater and other common property plumbing systems.					\$1,947				\$2,552				\$3,345		
Windows	Allowance for upgrades/ maintenance of windows. This is an allowance and is designed to be held in reserve if works are not required in any particular year. - Budget Allowance.															
Total Expected Expenditure		\$5,250	\$84,545	\$1,546	\$3,089	\$6,572	\$39,659	\$19,921	\$11,000	\$13,339	\$11,713	\$40,646	\$56,119	\$50,484	\$247,451	\$44,977

DETAILED LISTING OF WORKS

DETAILED LISTING OF WORKS

Categories	Description of work to be undertaken	Estimate of Costs	End FY
Building	Repairs and maintenance to the common areas to cover minor maintenance and safety issues. - Budget Allowance.	\$1,350	2024
Doors and gates	Allowance for repairs to vehicle gates and doors, including motors, rollers and gate. This is an allowance and is designed to be held in reserve if works are not required in any particular year.	\$1,400	2024
Fire Services	Allowance for ongoing repairs / replacement to fire equipment including lighting and exit signs, etc. This includes replacement of batteries, replace broken diffusers to emergency and exit lights, replacement / 5 yearly services of fire extinguishers.	\$2,500	2024
Building	Repairs and maintenance to the common areas to cover minor maintenance and safety issues. - Budget Allowance.	\$1,445	2025
Floor coverings	Allowance for replacement of floor coverings - Budget Allowance.	\$6,600	2025
Painting	Complete re-painting of complex due each 10 - 12 years, including full scaffolding costs. - Budget Allowance.	\$75,000	2025
Road Ways & Site Works	Allowance for repair to driveway, kerbing and paths throughout the complex as required. This is an allowance and is designed to be held in reserve if works are not required in any particular year.	\$1,500	2025
Building	Repairs and maintenance to the common areas to cover minor maintenance and safety issues. - Budget Allowance.	\$1,546	2026
Building	Repairs and maintenance to the common areas to cover minor maintenance and safety issues. - Budget Allowance.	\$1,654	2027
Doors and gates	Allowance for repairs to vehicle gates and doors, including motors, rollers and gate. This is an allowance and is designed to be held in reserve if works are not required in any particular year.	\$1,435	2027
Building	Repairs and maintenance to the common areas to cover minor maintenance and safety issues. - Budget Allowance.	\$1,770	2028
Plumbing	Allowance for repairs to plumbing and sewerage systems.	\$2,855	2028
Plumbing	Allowance for repairs to stormwater and other common property plumbing systems.	\$1,947	2028
Building	Repairs and maintenance to the common areas to cover minor maintenance and safety issues. - Budget Allowance.	\$1,893	2029
Electrical	Allowance to repair / replace/ install lighting to road ways and common areas as required. This is an allowance and is designed to be held in reserve if works are not required in any particular year.	\$4,200	2029
Fencing	Maintenance to fencing as required.	\$8,023	2029
Fire Services	Allowance for ongoing repairs / replacement to fire equipment including lighting and exit signs, etc. This includes replacement of batteries, replace broken diffusers to emergency and exit lights, replacement / 5 yearly services of fire extinguishers.	\$3,156	2029
Mechanical Services	Replace Ventilation System - Fan - Budget Allowance.	\$1,543	2029
Roofing	Allowance for general repairs to roof, guttering and downpipes as required to main building/s. - Budget Allowance.	\$20,844	2029
Building	Repairs and maintenance to the common areas to cover minor maintenance and safety issues. - Budget Allowance.	\$2,026	2030
Doors and gates	Allowance for repairs to vehicle gates and doors, including motors, rollers and gate. This is an allowance and is designed to be held in reserve if works are not required in any particular year.	\$1,758	2030
Electrical	Contributions towards repairs and replacement of intercom system. This is an allowance and is designed to be held in reserve if works are not required in any particular year.	\$8,171	2030
Road Ways & Site Works	Allowance for repair to driveway, kerbing and paths throughout the complex as required. This is an allowance and is designed to be held in reserve if works are not required in any particular year.	\$3,000	2030
Stairs, balconies and handrails	Allowance for repairs to handrails and fixings - Budget Allowance.	\$3,648	2030
Tiling	Allowance for repairs to tiling including lift and relay loose and drummy tiles to stairs. Allow for appropriate flexible jointing. This is an allowance and is designed to be held in reserve if works are not required in any particular year.	\$1,318	2030
Building	Repairs and maintenance to the common areas to cover minor maintenance and safety issues. - Budget Allowance.	\$2,168	2031
Mechanical Services	Replace Stormwater Sump pump - Budget Allowance.	\$8,832	2031
Building	Repairs and maintenance to the common areas to cover minor maintenance and safety issues. - Budget Allowance.	\$2,320	2032
Landscaping	Allowance for repairs / replacement of garden edging - Budget Allowance.	\$4,725	2032
Plumbing	Allowance for repairs to plumbing and sewerage systems.	\$3,742	2032
Plumbing	Allowance for repairs to stormwater and other common property plumbing systems.	\$2,552	2032
Building	Repairs and maintenance to the common areas to cover minor maintenance and safety issues. - Budget Allowance.	\$2,482	2033
Doors and gates	Allowance for repairs to vehicle gates and doors, including motors, rollers and gate. This is an allowance and is designed to be held in reserve if works are not required in any particular year.	\$2,153	2033
Mechanical Services	Replace Ventilation System - Motor - Budget Allowance.	\$7,078	2033
Building	Repairs and maintenance to the common areas to cover minor maintenance and safety issues. - Budget Allowance.	\$2,656	2034
Electrical	Allowance to repair / replace/ install lighting to road ways and common areas as required. This is an allowance and is designed to be held in reserve if works are not required in any particular year.	\$5,891	2034
Fencing	Maintenance to fencing as required.	\$11,252	2034
Fire Services	Allowance for ongoing repairs / replacement to fire equipment including lighting and exit signs, etc. This includes replacement of batteries, replace broken diffusers to emergency and exit lights, replacement / 5 yearly services of fire extinguishers.	\$4,426	2034
Landscaping	Repairs and upgrade to landscaping and gardens including removal of dead plants, replacing plants, trimming, weeding and installing new mulch.	\$14,257	2034
Mechanical Services	Replace Ventilation System - Fan - Budget Allowance.	\$2,164	2034
Building	Repairs and maintenance to the common areas to cover minor maintenance and safety issues. - Budget Allowance.	\$2,842	2035
Painting	Replace water proofing material to concrete roofing, gardens and other common areas. This is an allowance and is designed to be held in reserve if works are not required in any particular year. - Budget Allowance.	\$45,000	2035
Road Ways & Site Works	Allowance for repair to driveway, kerbing and paths throughout the complex as required. This is an allowance and is designed to be held in reserve if works are not required in any particular year.	\$8,277	2035
Building	Repairs and maintenance to the common areas to cover minor maintenance and safety issues. - Budget Allowance.	\$3,040	2036
Doors and gates	Allowance for repairs to vehicle gates and doors, including motors, rollers and gate. This is an allowance and is designed to be held in reserve if works are not required in any particular year.	\$2,638	2036
Electrical	Contributions towards repairs and replacement of intercom system. This is an allowance and is designed to be held in reserve if works are not required in any particular year.	\$12,263	2036
Plumbing	Allowance for repairs to plumbing and sewerage systems.	\$4,905	2036

Categories	Description of work to be undertaken	Estimate of Costs	End FY
Plumbing	Allowance for repairs to stormwater and other common property plumbing systems.	\$3,345	2036
Stairs, balconies and handrails	Allowance for repairs to handrails and fixings - Budget Allowance.	\$5,475	2036
Stairs, balconies and handrails	Allowance to replace / upgrade handrails - Budget Allowance.	\$16,839	2036
Tiling	Allowance for repairs to tiling including lift and relay loose and drummy tiles to stairs. Allow for appropriate flexible jointing. This is an allowance and is designed to be held in reserve if works are not required in any particular year.	\$1,979	2036
Building	Repairs and maintenance to the common areas to cover minor maintenance and safety issues. - Budget Allowance.	\$3,253	2037
Floor coverings	Allowance for replacement of floor coverings - Budget Allowance.	\$21,231	2037
Painting	Complete re-painting of complex due each 10 - 12 years, including full scaffolding costs. - Budget Allowance.	\$222,967	2037
Building	Repairs and maintenance to the common areas to cover minor maintenance and safety issues. - Budget Allowance.	\$3,481	2038
Electrical	Allowance to upgrade electrical wiring and switchboards to common property. - Budget Allowance.	\$27,314	2038
Mechanical Services	Replace Stormwater Sump pump - Budget Allowance.	\$14,182	2038

SCOPE OF INSPECTION

This is a Sinking Fund Forecast and NOT a building inspection report.

CONDITIONS

Important Information Regarding the Scope and Limitations of the Inspection and this Report

1. This report is not an all-encompassing report dealing with the building from every aspect. It is a reasonable attempt to identify any obvious or significant defects apparent at the time of the inspection. Whether or not a defect is considered significant or not, depends, to a large extent, upon the age and type of the building inspected. This report is not a Certificate of Compliance with the requirements of any Act, Regulation, Ordinance or By-law. It is not a structural report. Should you require any advice of a structural nature you should contact a structural engineer.
2. This is NOT a building condition report. QBM can provide a building condition report at additional cost. However, QBM would include all identified items into the Sinking Fund at no additional charge.
3. This is NOT a maintenance assessment report. QBM can provide a building maintenance report at additional cost. However, QBM would include all identified items into the Sinking Fund at no additional charge.
4. QBM has requested that any works by the Body Corporate be supplied so that these may be included into the Sinking Fund. Failure on behalf of the Body Corporate to provide any and all planned works is not the responsibility of QBM. THIS IS A VISUAL INSPECTION ONLY limited to those areas and sections of the property fully accessible and visible to the Inspector on the date of Inspection. The inspection DID NOT include breaking apart, dismantling, removing or moving objects including, but not limited to, foliage, mouldings, roof insulation/sisalation, floor or wall coverings, sidings, ceilings, floors, furnishings, appliances or personal possessions. The inspector CANNOT see inside walls, between floors, inside skillion roofing, behind stored goods in cupboards, other areas that are concealed or obstructed. The inspector DID NOT dig, gouge, force or perform any other invasive procedures. Visible timbers CANNOT be destructively probed or hit without the written permission of the property owner.
5. This Report does not and cannot make comment upon defects that may have been concealed; the assessment or detection of defects (including rising damp and leaks) which may be subject to the prevailing weather conditions; whether or not services have been used for some time prior to the inspection and whether this will affect the detection of leaks or other defects (eg. In the case of shower enclosures the absence of any dampness at the time of the inspection does not necessarily mean that the enclosure will not leak); the presence or absence of timber pests; gas-fittings; common property areas; environmental concerns; the proximity of the property to flight paths, railways, or busy traffic; noise levels; health and safety issues; heritage concerns; security concerns; fire protection; site drainage (apart from surface water drainage); swimming pools and spas (non-structural); detection and identification of illegal building work; detection and identification of illegal plumbing work; durability of exposed finishes; neighbourhood problems; document analysis; electrical installation; any matters that are solely regulated by statute; any area(s) or item(s) that could not be inspected by the consultant. Accordingly this Report is not a guarantee that defects and/or damage does not exist in any inaccessible or partly inaccessible areas or sections of the property. (NB Such matters may upon request be covered under the terms of a Special-purpose Property Report.)
6. CONSUMER COMPLAINTS PROCEDURE. In the event of any controversy or claim arising out of, or relating to this Report, either party must give written Notice of the dispute to the other party. If the dispute is not resolved within ten (10) days from the service of the Notice then the dispute shall be referred to a mediator nominated by the Inspector. Should the dispute not be resolved by mediation then either party may refer the dispute to the Institute of Arbitrators and Mediators of Australia for resolution by arbitration.
7. This report is based upon and conditional upon the information provided by the person, employees or agents of the person requesting this report. Thus, any false or misleading information provided will exempt the company from any liability for decisions taken based on this report's recommendations, where such recommendations are based upon information provided to the company.
8. QBM shall not be liable for missing information due to the concealment and/or apparent concealment of defects or possible defects by the person, employees or agents of the person requesting this report, or the owner, employee or agent for the owner.
9. Due to prevailing and seasonal weather conditions this Standard Property Report is subject to and conditional upon the following:
 - a) The instance of and causes of rising damp may not be identifiable. Thus, unless specifically stated in the Inspection Results, this report does not cover the identification of 'rising damp'.
 - b) The instance of and causes of water leaks in roofs, walls, floors, windows and/or doors may not be identifiable. Thus, unless specifically stated in the Inspection Results, this report does not cover the identification of 'water leaks'.

LIMITATIONS

Limitations of the Report

This forecast should be updated regularly.

This is NOT a building inspection report. This is not a Building Code or By-Law compliance inspection report.

No comment is offered on any environmental concerns including such things as urea formaldehyde foam insulation, asbestos, or lead paint. We have however, if necessary recommended when and if specialist inspections services are required. QBM offers a complete inspection and reporting service covering all items, including, asbestos, lead paint, mould, Health and Safety, structural defects, and Building Act Compliance, which can be obtained by contacting us.

The report is a professional opinion based on a visual inspection of the accessible features of the property. Without dismantling the buildings or its systems, there are limitations to such an inspection. Throughout any inspection, references are often drawn which cannot be confirmed by direct observation. Therefore, it should be understood that we can reduce the risk of purchasing or holding the property, however, we cannot eliminate it completely.

Cost Estimates

The estimates included for this valuation, have been obtained by utilising the rates developed by the leading firms of CoreLogic. They are not intended to be fixed price estimates but only a close estimation of the costs that would be expected for such works at this particular time. These may be impacted upon by various factors, such as the number of items to be completed at one time, the state of the industry at a particular time and/or the detail required by the property owner/manager.

Important Disclaimers

Disclaimer of Liability: -No Liability shall be accepted on an account of failure of the Report to notify any problems in the area(s) or section(s) of the subject property physically inaccessible for inspection, or to which access for Inspection is denied by or to the Inspector (including but not limited to or any area(s) or section(s) so specified by the Report).

Disclaimer of Liability to the Third Parties:-This Report is made solely for the use and benefit of the Client named on the front of this report. No liability or responsibility whatsoever, in contract or tort, is accepted to any third party who may rely on the report wholly or in part. Any third party acting or relying on this report, in whole or in part does so at their own risk.

Dated: 22 December 2023

This report has been compiled by

Quality Building Management (Brisbane) Pty Ltd
PO Box 7558, Redland Bay, QLD, 4165
inspections@qbm.com.au
1300 880 466

COMPLIANCE CERTIFICATE

INSPECTION DATE

17 Mar 2026

SITE ADDRESS

3/4 Mountain View Ave
Miami QLD 4220

COMPLIANCE STATUS



**SMOKE
ALARMS**

SMOKE ALARMS

ALARM POSITION

EXPIRY

1: Clipsal Wireless Interconnect Lithium-Ion Photoelectric

Level 1 Bedroom 1

Aug 2034

Smoke alarm compliant: Smoke alarm replaces a faulty Clipsal Lithium-Ion Photoelectric smoke alarm.



2: Clipsal Wireless Interconnect Lithium-Ion Photoelectric

Level 1 Bedroom 2

Aug 2029

Smoke alarm compliant.



SMOKE ALARMS

ALARM POSITION

EXPIRY

3: Clipsal Cable Interconnect 240V Photoelectric

Level 1 Dining Room May 2029

Smoke alarm compliant.



4: Clipsal Cable+Wireless Interconnect 240V Photoelectric

Level 1 Hallway Right May 2029

Smoke alarm compliant.



DISCLAIMER: At the time this property was inspected, the smoke alarms met the requirements of Australian Standard 3786-2014 and the relevant sections of the Building Code of Australia, as required by the Queensland Fire and Emergency Services Act 1990 Division 5A and Fire and Emergency Services (Domestic Smoke Alarms) Amendment Bill 2016.

The property needs to be re-inspected within 30 days before any tenancy change or tenancy renewal, at which time this certificate will not be valid.



IMPORTANT

 **THANK YOU!**

ABN 84 169 764 452 | propertycompliance.com.au
info@propertycompliance.com.au | 1300 552 661

Doc ID: 7bb3c4d31d7d979733c54d39fa6419c164d0937e

General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008

Part 1 Tenancy information

**Item
1****1.1 Lessor**

Name/trading name C Sunnex - C/- Wings Real Estate Pty Ltd

Address

Suite 208, 3 Sir John Overall Drive

Helensvale

QLD

Postcode 4212

1.2 Phone

Mobile

ABN (optional)

0452 476 762

Email

wingsre@email.propertyme.com

Note - Item 1.2 is optional.

**Item
2****2.1 Tenant/s**

1. Full name/s	Liana Pearless		
Phone	0433 543 619	Email	lianapearless@outlook.com
Emergency contact full name/s			
Emergency contact phone			
Emergency contact email			

2. Full name/s	Te Aorangi Pearless		
Phone	0433 690 745	Email	teaosherpa@gmail.com
Emergency contact full name/s			
Emergency contact phone			
Emergency contact email			

3. Full name/s			
Phone		Email	
Emergency contact full name/s			
Emergency contact phone			
Emergency contact email			

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

Item 2.2 is optional. See clause 48(4).

**Item
3****3.1 Lessor's agent** If applicable.

Full name/trading name Wings Real Estate Pty Ltd trading as Wings Real Estate

Address

PO Box 252

Helensvale, QLD

Varsity Lakes

QLD

Postcode 4227

3.2 Phone

Mobile

ABN (optional)

0418 744 470

0452 476 762

13 145 352 272

Email

wingsre@email.propertyme.com

Note: Item 3.2 is optional.

General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008

Item 4 Notices may be given to

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

4.1 LessorEmail Yes ☐ No ☒Text Message Yes ☐ No ☐Facsimile Yes ☐ No ☒**4.2 Tenant/s**Email Yes ☒ No ☐

lianapearless@outlook.com

Text Message Yes ☐ No ☐Facsimile Yes ☐ No ☒**4.3 Agent**Email Yes ☒ No ☐

wingsre@email.propertyme.com

Text Message Yes ☐ No ☐Facsimile Yes ☐ No ☒**Item 5 5.1 Address of the rental premises**

3/4 Mountain View Ave

Miami

QLD

Postcode 4220

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

AS PER THE ENTRY CONDITION REPORT.

5.3 Details of current repair orders for the rental premises or inclusions**Item 6 6.1 The term of the agreement is** ☒ fixed term agreement ☐ periodic agreement**6.2 Starting on** 27 / 2 / 2026**6.3 Ending on** 27 / 8 / 2026

See clause 4(2)

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

Item 7 Rent \$ 750.00 per ☒ weekly ☐ fortnightly ☐ monthly See clause 8(1)**Item 8 Rent must be paid on the** same day of each week.

Insert day. See clause 8(2)

Insert week, fortnight or month

Item 9 Methods of rent payment Insert the ways the rent must be paid. See clause 8(3)(a)

Method 1 Direct Deposit or MePay (Set up through Property Me Tenant App)

Method 2

Details for direct credit

BSB no. 084 004

Bank/building society/credit union

National Australia Bank

Account no. 92 905 2379

Account name

Wings Real Estate Trust Account

Payment reference 24mntview

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

National Australia Bank

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

25 / 07 / 2025

Note: The lessor/lessor's agent must not increase, or propose to increase, the rent payable by a tenant less than 12 months after the last rent increase for the residential premises. Rent increase requirements do not apply to exempt lessors. The Act provides definitions for an exempt lessor.

Item 12 Rental bond amount \$ 2,400.00 See clause 13

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

Electricity ☒ Yes ☐ No Any other service that a tenant must pay ☒ Yes ☐ No
Gas ☒ Yes ☐ No Type Phone, Internet See special terms (page 12)
Phone ☒ Yes ☐ No

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

☒ Yes ☐ No

Item 14 If the premises is not individually metered for a service under item 13.1, the apportionment of the cost of the service for which the tenant must pay.

For example, insert the percentage of the total charge the tenant must pay. See clause 16(c)

Electricity	100%	Any other service stated in item 13.1	100%
Gas	100%	See special terms (page 12)	
Phone	100%		

Item 15 How services must be paid for Insert for each how the tenant must pay. See clause 16(d)

Electricity	Direct to the supplier.
Gas	Direct to the supplier.
Phone	Direct to the supplier.
Any other service stated in item 13.1 See special terms (page 12)	Direct to the supplier.

Item 16 Number of persons allowed to reside at the premises 2 See clause 22

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

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

Item 18 18.1 Name and telephone number of the lessor's nominated repairer for each of the following repairs

Electrical repairs	Capital Electrical [24 hour service]	Phone	1300 785 936
Plumbing repairs	Capital Plumbing [24 hour service]	Phone	1300 785 936
Other repairs	SES - State Emergency Services	Phone	13 25 00

18.2 Are the nominated repairers the tenant's first point of contact for notifying the need for emergency repairs? See clause 31(4)

☒ Yes
☐ No - please provide lessor contact details below

Name Phone

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

Type N/A Number x Type Number

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

Part 2 Standard Terms

Division 1 Preliminary

1 Interpretation

In this agreement –

- (a) a reference to *the premises* includes a reference to any inclusions for the premises stated in item 5.2; and
- (b) a reference to a numbered section is a reference to the section in the *Residential Tenancies and Rooming Accommodation Act 2008 (the Act)* with that number; and
- (c) a reference to a numbered item is a reference to the item with that number in part 1 of this agreement; and
- (d) a reference to a numbered clause is a reference to the clause of this agreement with that number.

2 Terms of a general tenancy agreement - ss 52 and 54-56

- (1) This part states, under section 55, the standard terms of a general tenancy agreement.
- (2) The Act also imposes duties on, and gives entitlements to, the lessor and tenant that are taken to be included as terms of this agreement.
- (3) The lessor and tenant may agree on other terms of this agreement (*special terms*).
- (4) A duty or entitlement under the Act overrides a standard term or special term if the term is inconsistent with the duty or entitlement.
- (5) A standard term overrides a special term if they are inconsistent.
- (6) Any body corporate by-laws that apply to the occupation of the premises by the tenant, for the time being in force, are taken to be terms of this agreement.
- (7) A breach of this agreement may also be an offence under the Act.
Examples for subclause (7) –
 - 1 It is an offence for the lessor or lessor's agent to enter the premises in contravention of the rules of entry under sections 192 to 199.
 - 2 It is an offence if the tenant does not sign and return the condition report to the lessor or lessor's agent under section 65.

3 More than 1 lessor or tenant

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

Division 2 Entering tenancy

4 Start of tenancy

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

5 Entry condition report - s 65

- (1) The lessor or lessor's agent must prepare, in the approved form, and sign a condition report for the premises.
- (2) A copy of the condition report must be given to the tenant on or before the day the tenant occupies the premises under this agreement.
- (3) If the tenant does not agree with the condition report, the tenant must mark the copy of the report in an appropriate way to show the parts the tenant disagrees with.

- (4) The tenant must sign and return the copy of the condition report to the lessor or lessor's agent no later than 7 days after the later of the following days –
 - (a) the day the tenant occupies the premises;
 - (b) the day the tenant is given the copy of the condition report.
- (5) After the copy of the condition report is returned to the lessor or lessor's agent by the tenant, the lessor or lessor's agent must make a copy of the condition report and return it to the tenant within 14 days.
- (6) However, the lessor or lessor's agent does not have to prepare a condition report for the premises if –
 - (a) this agreement has the effect of continuing the tenant's right to occupy the premises under an earlier residential tenancy agreement; and
 - (b) in accordance with the Act, a condition report was prepared for the premises for the earlier residential tenancy agreement.
- (7) If a condition report is not prepared for this agreement because subclause (6) applies, the condition report prepared for the earlier residential tenancy agreement is taken to be the condition report for this agreement.

6 Continuation of fixed term agreement - s 70

- (1) This clause applies if –
 - (a) this agreement is a fixed term agreement; and
 - (b) none of the following notices are given, or agreements or applications made before the day the term ends (the *end day*) –
 - (i) a notice to leave;
 - (ii) a notice of intention to leave;
 - (iii) an abandonment termination notice;
 - (iv) a notice, agreement or application relating to the death of a sole tenant under section 324A;
 - (v) a separate written agreement between the lessor and tenant under section 277(a) to end this agreement.
- (2) This agreement, other than a term about this agreement's term, continues to apply after the end day on the basis that the tenant is holding over under a periodic agreement.

Note – For more information about certain notices, see the information statement.

7 Costs apply to early ending of fixed term agreement - s 357A

- (1) This clause applies if –
 - (a) this agreement is a fixed term agreement; and
 - (b) the tenant ends this agreement before the term ends other than in a way permitted under the Act.
- (2) The tenant must pay the reletting costs under section 357A(3).
Note – For when the tenant may end this agreement early under the Act, see clause 40 and the information statement.
- (3) This clause does not apply if, after experiencing domestic violence, the tenant ends the tenant's interest in this agreement under chapter 5, part 1, division 3, subdivision 2A of the Act.

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

Division 3 Rent

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

- (1) The tenant must pay the rent stated in item 7.
- (2) The rent must be paid on the days stated in item 8.
- (3) The rent must be paid -
 - (a) in a way stated in item 9; or
 - Note* - Under section 83, at least 2 ways for the tenant to pay the rent must be stated in this agreement.
 - (b) in a way agreed after the signing of this agreement by -
 - (i) the lessor or tenant giving the other party a notice proposing a way; and
 - (ii) the other party agreeing to the proposal in writing; or
 - (c) if the lessor or lessor's agent intends to change the way rent is paid to a way that is not stated in item 9 and no way is agreed to after the signing of this agreement - in a way the lessor or lessor's agent proposes by written notice to the tenant under section 84A.
- (4) The lessor or lessor's agent must give the tenant a notice advising of the costs associated with the ways to pay rent offered to the tenant that the tenant would not reasonably be aware of if the lessor or lessor's agent knows or could reasonably be expected to find out about the costs.
- (5) Also, the lessor or lessor's agent must declare any financial benefit the lessor or lessor's agent may receive if the tenant uses a particular way to pay rent.
- (6) If a place is stated in item 10, the rent must be paid at the place.
- (7) If, after the signing of this agreement, the lessor gives a notice to the tenant stating a place, or a different place, for payment of rent and the place is reasonable, the rent must be paid at the place while the notice is in force.
- (8) If no place is stated in item 10 and there is no notice stating a place, the rent must be paid at an appropriate place.

Examples of an appropriate place -

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

9 Rent in advance - s 87

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

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

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

10 Rent increases - ss 91 and 93

- (1) If the lessor proposes to increase the rent, the lessor must give notice of the proposal to the tenant.
- (2) The notice must state -
 - (a) the amount of the increased rent; and
 - (b) the day from when the rent is payable; and
 - (c) the day the rent was last increased for the premises.
- (3) The day stated from when the increased rent is payable must not be earlier than the later of the following -
 - (a) 2 months after the day the notice is given;
 - (b) 12 months after the last rent increase for the premises in accordance with section 93.
- (4) Subject to an order of a tribunal, the increased rent is payable from the day stated in the notice, and this agreement is taken to be amended accordingly.
- (5) However, the increased rent is payable by the tenant only if -
 - (a) the rent is increased in compliance with this clause and the Act; and
 - (b) the increased rent is not payable earlier than 12 months after the last rent increase for the premises in accordance with section 93; and

- (c) the increase in rent does not relate to -
 - (i) compliance of the premises with the prescribed minimum housing standards; or
 - (ii) keeping a pet or working dog at the premises.
- (6) Also, if this agreement is a fixed term agreement, the rent may not be increased before the term ends unless -
 - (a) this agreement provides for the rent increase; and
 - (b) this agreement states the amount of the increase or how the amount of the increase is to be worked out; and
 - (c) the increase is made in compliance with the matters mentioned in paragraph (b).

11 Application to tribunal about rent increase - s 92

- (1) After the lessor gives the tenant notice of a proposed rent increase, the tenant may apply to the tribunal for an order reducing or setting aside the amount of the proposed increase if the tenant believes the increase -
 - (a) is excessive; or
 - (b) is not payable under clause 10.
- (2) However, the application must be made -
 - (a) within 30 days after the tenant receives the notice; and
 - (b) if this agreement is a fixed term agreement - before the term of this agreement ends.

12 Rent decreases - s 94

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

Note - For information about the situations, see the information statement.

Division 4 Rental bond

13 Rental bond required - ss 111 and 116

- (1) If a rental bond is stated in item 12, the tenant must pay to the lessor or the lessor's agent the bond -
 - (a) if a special term requires the bond to be paid at a stated time - at the stated time; or
 - (b) if a special term requires the bond to be paid by instalments - by instalments; or
 - (c) otherwise - when the tenant signs this agreement.
- Note* - There is a maximum rental bond that may be required. See sections 112(1) and 146 and the information statement.
- (2) The lessor or the lessor's agent must, within 10 days of receiving the rental bond or a part of the bond, pay it to the authority and give the authority a notice, in the approved form, about the bond.
- (3) The rental bond is intended to be available to financially protect the lessor if the tenant breaches this agreement.

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

Note - For how to apply to the authority or a tribunal for the rental bond at the end of the tenancy, see sections 125 to 141 and the information statement.

14 Increase in rental bond - s 154

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

Division 5 Outgoings

15 Outgoings - s 163

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

Examples -

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

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

16 General service charges - ss 164 and 165

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

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

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

17 Water service charges - ss 164, 166 and 166A

- (1) The tenant must pay an amount for the water consumption charges for the premises if -
 - (a) the tenant is enjoying or sharing the benefit of a water service to the premises; and
 - (b) the premises are individually metered for the supply of water or water is supplied to the premises by delivery by means of a vehicle; and
 - (c) Item 13.2 states that the tenant must pay for water supplied to the premises.
- (2) However, the tenant does not have to pay an amount -
 - (a) that is more than the amount of the water consumption charges payable to the relevant water supplier; or
 - (b) that is a fixed charge for the water service to the premises.
- (3) Also, the tenant does not have to pay an amount for a reasonable quantity of water supplied to the premises for a period if, during the period, the premises are not water efficient for section 166.
- (4) In deciding what is a reasonable quantity of water for subclause (3), regard must be had to the matters mentioned in section 169(4)(a) to (e).
- (5) The lessor must give the tenant copies of water consumption charges documents within 4 weeks after the lessor receives the documents.
- (6) The tenant must pay the amount of the water consumption charge to the lessor within 4 weeks after the lessor gives the tenant copies of the water consumption charges documents about the incurring of the amount.
- (7) The tenant is not required to pay an amount for the water consumption charges if the tenant has not received a copy of the water consumption charges document about the amount payable to the relevant water supplier.
- (8) Subclause (9) applies if water consumption charges are payable for a period that includes part but not all of a period specified, or to be specified, in a water consumption charges document.

- (9) The tenant may be required to pay an amount calculated for a partial billing under section 166A using -
 - (a) a meter reading for the premises recorded in a condition report; and
 - (b) a reasonable estimate of the volume of water supplied to the premises during the period for which water consumption charges are payable by the tenant; and
 - (c) the rate used to calculate the water consumption charge stated in the most recent water consumption charges document.
- (10) In this clause -

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

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

water consumption charges document means a document, issued to the lessor by the relevant water supplier, stating the amount of water consumption charges for the premises that are payable to the supplier.

Division 6 Rights and obligations during tenancy

Subdivision 1 Occupation and use of premises

18 No legal impediments to occupation - s 181

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

Examples of possible legal impediments -

- if there is a mortgage over the premises, the lessor might need to obtain approval from the mortgagee before the tenancy can start
- a certificate might be required under the *Building Act 1975* before the premises can lawfully be occupied
- the zoning of the land might prevent use of a building on the land as a residence

19 Vacant possession and quiet enjoyment - ss 182 and 183

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

Note - Parts of the premises where the tenant does not have a right to occupy exclusively may be identified in a special term.
- (2) The lessor must take reasonable steps to ensure the tenant has quiet enjoyment of the premises.
- (3) The lessor or the lessor's agent must not interfere with the reasonable peace, comfort or privacy of the tenant in using the premises.

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

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

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

- (1) The tenant may use the premises -
 - (a) only as a place of residence; or
 - (b) mainly as a place of residence and for another use allowed under a special term.
- (2) The tenant must not -
 - (a) use the premises for an illegal purpose; or
 - (b) cause a nuisance by the use of the premises; or

Examples of things that may constitute a nuisance -

 - using paints or chemicals on the premises that go onto or cause odours on adjoining land
 - making loud noises
 - allowing large amounts of water to escape onto adjoining land
 - (c) interfere with the reasonable peace, comfort or privacy of a neighbour of the tenant; or
 - (d) allow another person on the premises to interfere with the reasonable peace, comfort or privacy of a neighbour of the tenant.

22 Number of occupants allowed

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

23 Body corporate by-laws - s 69

- (1) The lessor must give the tenant a copy of any body corporate by-laws applicable to -
 - (a) the occupation of the premises; or
 - (b) any common area available for use by the tenant with the premises.
- (2) The tenant must comply with the body corporate by-laws.
- (3) Subclause (1) does not apply if -
 - (a) this agreement has the effect of continuing the tenant's right to occupy the premises under an earlier residential tenancy agreement; and
 - (b) the lessor gave the tenant a copy of the body corporate by-laws in relation to the earlier agreement.

Subdivision 2 Standard of premises

24 Lessor's obligations - s 185

- (1) At the start of the tenancy, the lessor must ensure -
 - (a) the premises are clean; and
 - (b) the premises are fit for the tenant to live in; and
 - (c) the premises are in good repair; and
 - (d) the lessor is not in breach of a law dealing with issues about the health or safety of persons using or entering the premises; and
 - (e) the premises otherwise comply with any prescribed minimum housing standards applying to the premises.
- (2) While the tenancy continues, the lessor must -
 - (a) maintain the premises in a way that the premises remain fit for the tenant to live in; and
 - (b) maintain the premises in good repair; and
 - (c) ensure any law dealing with issues about the health or safety of persons using or entering the premises is complied with; and
 - (d) keep any common area included in the premises clean; and
 - (e) ensure the premises otherwise comply with any prescribed minimum housing standards applying to the premises.
- (3) However, the lessor is not required to comply with subclause (1)(c) or (2)(a) for any non-standard items and the lessor is not responsible for their maintenance if -
 - (a) the lessor is the State; and
 - (b) the non-standard items are stated in this agreement and this agreement states the lessor is not responsible for their maintenance; and
 - (c) the non-standard items are not necessary and reasonable to make the premises a fit place in which to live; and

- (d) the non-standard items are not a risk to health or safety; and
- (e) for fixtures - the fixtures were not attached to the premises by the lessor.

- (4) In this clause -

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

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

25 Tenant's obligations generally - s 188

- (1) The tenant must keep the premises clean, having regard to their condition at the start of the tenancy.
- (2) The tenant must not maliciously damage, or allow someone else to maliciously damage, the premises.
- (3) The tenant's obligations under this clause do not apply to the extent the obligations would have the effect of requiring the tenant to repair, or compensate the lessor for, damage to the premises caused by an act of domestic violence experienced by the tenant.

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

Subdivision 3 The dwelling

26 Fixtures or structural changes - ss 207-209

- (1) The tenant may attach a fixture, or make a structural change, to the premises only if -
 - (a) the tenant gives the lessor a request, in the approved form, for approval to attach the fixture or make the structural change; and
 - (b) the lessor agrees to the request; and
 - (c) for body corporate premises—the body corporate agrees to the request; and
 - (d) the fixture is attached, or structural change is made, in accordance with the lessor's agreement.

Note - Fixtures are generally items permanently attached to land or to a building that are intended to become part of the land or building. Attaching a fixture may include, for example, gluing, nailing or screwing the fixture to a wall.

- (2) The lessor must -
 - (a) decide the request -
 - (i) within 28 days after receiving the request; or
 - (ii) if the premises are not body corporate premises—within a longer period, if agreed to by the tenant and lessor; and
 - (b) advise the tenant of the lessor's decision; and
 - (c) if the lessor agrees to the request and the premises are body corporate premises -
 - (i) state that the lessor's agreement is subject to the agreement by the body corporate; and
 - (ii) give the request to the body corporate within 28 days after receiving the request; and
 - (iii) advise the tenant as soon as reasonably practicable of the body corporate's decision about the request.
- (3) If the lessor agrees to the request, the lessor must give the tenant an agreement that -
 - (a) is in writing; and
 - (b) describes the nature of the fixture or structural change; and
 - (c) states any conditions of the agreement, including any conditions given by the body corporate.

Examples of conditions -

- that the tenant must maintain the fixture in a particular way
- that the tenant must remove the fixture and must repair damage caused by removing the fixture
- that the lessor must compensate the tenant for the fixture if the tenant can not remove it

- (4) The tenant must comply with any conditions of the agreement given by the lessor or body corporate.

- (5) In this clause—
body corporate premises means premises –
 (a) that are part of a body corporate scheme; and
 (b) for which, under a body corporate law or body corporate by-law, the approval of the body corporate is required for the attachment of a fixture, or the making of a structural change, to the premises.

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

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

28 Supply of locks and keys - s 210

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

29 Changing locks - ss 211 and 212

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

Subdivision 4 Damage and repairs

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

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

31 Nominated repairer for emergency repairs - s 216

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

32 Notice of damage - s 217

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

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

33 Emergency repairs arranged by tenant - ss 218 and 219

- (1) The tenant may arrange for a suitably qualified person to make emergency repairs of the premises or apply to the tribunal under section 221 for orders about the repairs if –
(a) the tenant has been unable to notify the lessor or nominated repairer of the need for the repairs; or
(b) the repairs are not made within a reasonable time after notice is given.

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

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

Note – For how the tenant may require reimbursement for the repairs, see sections 219(2) and (3) and 220 and the information statement.

Subdivision 5 Pets

34 Keeping pets and other animals at premises – ss 184B and 184G

- (1) The tenant may keep a pet or other animal at the premises only with the approval of the lessor.
(2) However, the tenant may keep a working dog at the premises without the lessor's approval.
(3) The tenant has the approval of the lessor to keep a pet at the premises if keeping the pet at the premises is consistent with item 19.

Notes –

- 1 If item 19 states 2 cats, the tenant is approved by the lessor to keep up to 2 cats at the premises.
2 For additional approvals to keep a pet at the premises see clause 36.

- (4) An authorisation to keep the pet or working dog at the premises continues for the life of the pet or working dog and is not affected by any of the following matters –
(a) the ending of this agreement, if the tenant continues occupying the premises under a new agreement;
(b) a change in the lessor or lessor's agent;
(c) for a working dog – the retirement of the dog from the service the dog provided as a working dog.
(5) An authorisation to keep a pet, working dog or other animal at the premises may be restricted by a body corporate by-law or other law about keeping animals at the premises.

Examples –

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

35 Tenant responsible for pets and other animals - s 184C

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

36 Request for approval to keep pet – ss 184D and 184E

- (1) The tenant may, using the approved form, request the lessor's approval to keep a stated pet at the premises.
(2) The lessor must respond to the tenant's request within 14 days after receiving the request.

- (3) The lessor's response to the request must be in writing and state –
(a) whether the lessor approves or refuses the tenant's request; and
(b) if the lessor approves the tenant's request subject to conditions – the conditions of the approval; and
Note – See clause 37 for limitations on conditions of approval to keep a pet at the premises.
(c) if the lessor refuses the tenant's request –
(i) the grounds for the refusal; and
(ii) the reasons the lessor believes the grounds for the refusal apply to the request.
(4) The lessor may refuse the request for approval to keep a pet at the premises only on 1 or more of the following grounds –
(a) keeping the pet would exceed a reasonable number of animals being kept at the premises;
(b) the premises are unsuitable for keeping the pet because of a lack of appropriate fencing, open space or another thing necessary to humanely accommodate the pet;
(c) keeping the pet is likely to cause damage to the premises that could not practicably be repaired for a cost that is less than the amount of the rental bond for the premises;
(d) keeping the pet would pose an unacceptable risk to the health and safety of a person, including, for example, because the pet is venomous;
(e) keeping the pet would contravene a law;
(f) keeping the pet would contravene a body corporate by-law applying to the premises;
(g) if the lessor proposed reasonable conditions for approval and the conditions comply with clause 37 – the tenant has not agreed to the conditions;
(h) the animal stated in the request is not a pet as defined in section 184A;
(i) another ground prescribed by a regulation under section 184E(1)(j).
(5) The lessor is taken to approve the keeping of the pet at the premises if –
(a) the lessor does not comply with subclause (2); or
(b) the lessor's response does not comply with subclause (3).

37 Conditions for approval to keep pet at premises – s 184F

- (1) The lessor's approval to keep a pet at the premises may be subject to conditions if the conditions –
(a) relate only to keeping the pet at the premises; and
(b) are reasonable having regard to the type of pet and the nature of the premises; and
(c) are stated in the written approval given to the tenant under clause 36(3).
(2) Without limiting subclause (1)(b), the following conditions of the lessor's approval are taken to be reasonable –
(a) if the pet is not a type of pet ordinarily kept inside – a condition requiring the pet to be kept outside at the premises;
(b) if the pet is capable of carrying parasites that could infest the premises – a condition requiring the premises to be professionally fumigated at the end of the tenancy;
(c) if the pet is allowed inside the premises – a condition requiring carpets in the premises to be professionally cleaned at the end of the tenancy.
(3) A condition of the lessor's approval to keep a pet at the premises is void if the condition –
(a) would have the effect of the lessor contravening section 171 or 172; or
(b) would, as a term of this agreement, be void under section 173; or
(c) would increase the rent or rental bond payable by the tenant; or
(d) would require any form of security from the tenant.

- (4) For subclause (2), the premises are professionally fumigated, and carpets are professionally cleaned, if the fumigation and cleaning are done to a standard ordinarily achieved by businesses selling those services.

Division 7 Restrictions on transfer or subletting by tenant

38 General - ss 238 and 240

- (1) Subject to clause 39, the tenant may transfer all or a part of the tenant's interest under this agreement, or sublet the premises, only if –
- (a) the lessor agrees in writing to the transfer or subletting; or
 - (b) the transfer or subletting is made under an order of the tribunal.
- (2) The lessor must act reasonably in failing to agree to the transfer or subletting.
- (3) The lessor is taken to act unreasonably in failing to agree to the transfer or subletting if the lessor acts in a capricious or retaliatory way.
- (4) The lessor or the lessor's agent must not require the tenant to pay, or accept from the tenant, an amount for the lessor's agreement to a transfer or subletting by the tenant, other than an amount for the reasonable expenses incurred by the lessor in agreeing to the transfer or subletting.

39 State assisted lessors or employees of lessor - s 237

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

Division 8 When agreement ends

40 Ending of agreement - s 277

- (1) This agreement ends only if –
- (a) the lessor and tenant agree, in a separate written document, to end this agreement; or
 - (b) the lessor gives a notice to leave premises to the tenant under section 326 and the tenant hands over vacant possession of the premises to the lessor on or after the handover day stated in the notice; or
 - (c) the tenant gives a notice of intention to leave premises to the lessor under section 327 and hands over vacant possession of the premises to the lessor on or after the handover day stated in the notice; or
 - (d) the tenant vacates, or is removed from, the premises after receiving a notice from a mortgagee or appointed person under section 317; or
 - (e) the tenant abandons the premises and the period for which the tenant paid rent has ended; or
 - (f) the tribunal makes an order terminating this agreement.
- (2) Also, this agreement ends for a sole tenant if –
- (a) the tenant gives the lessor a notice ending tenancy interest and hands over vacant possession of the premises; or
- Note – See chapter 5, part 1, division 3, subdivision 2A of the Act for the obligations of the lessor and tenant relating to a notice ending tenancy interest.*
- (b) the tenant dies.
- Note – See section 324A for when this agreement ends if a sole tenant dies.*

41 Condition premises must be left in - s 188

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

Examples of what may be fair wear and tear –

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

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

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

42 Keys

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

43 Tenant's forwarding address - s 205

- (1) When handing over possession of the premises, the tenant must, if the lessor or lessor's agent asks the tenant in writing to state the tenant's new residential address, tell the lessor or lessor's agent the tenant's new residential address.
- (2) However, subclause (1) does not apply if –
- (a) the tenant has a reasonable excuse for not telling the lessor or lessor's agent the new address; or
 - (b) after experiencing domestic violence, the tenant ended the tenant's interest in this agreement, under chapter 5, part 1, division 3, subdivision 2A of the Act.

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

44 Exit condition report - s 66

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

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

- (1) The tenant must take all of the tenant's belongings from the premises at the end of the tenancy.
- (2) The lessor may not treat belongings left behind as the lessor's own property, but must deal with them under sections 363 and 364.

Division 9 Miscellaneous

46 Supply of goods and services - s 171

- (1) The lessor or the lessor's agent must not require the tenant to buy goods or services from the lessor, the lessor's agent or a person nominated by the lessor or lessor's agent.
- (2) Subclause (1) does not apply to -
 - (a) a requirement about a service charge; or
 - (b) a condition of an approval to keep a pet if the condition -
 - (i) requires the carpets to be cleaned, or the premises to be fumigated, at the end of the tenancy; and
 - (ii) complies with clause 37; and
 - (iii) does not require the tenant to buy cleaning or fumigation services from a particular person or business.

47 Lessor's agent - s 206

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

Note - See also sections 24 and 25

48 Notices

- (1) A notice under this agreement must be written and, if there is an approved form for the notice, in the approved form.
- (2) A notice from the tenant to the lessor may be given to the lessor's agent.
- (3) A notice may be given to a relevant party -
 - (a) by giving it to the relevant party personally; or
 - (b) if an address for service for the relevant party is stated in item 1, 2 or 3 - by leaving it at the address; or sending it by prepaid post as a letter to the address; or
 - (c) if an electronic address for a type of electronic communication for the relevant party is stated in item 1, 2 or 3 and item 4 indicates that a notice may be given by that type of electronic communication - by sending it by electronic communication to the electronic address in accordance with the *Electronic Transactions (Queensland) Act 2001*.

Examples of types of electronic communication - email, facsimile, text message

- (4) If no address for service is stated in item 2 for the tenant, the tenant's address for service is taken to be the address of the premises.
- (5) A relevant party may change their address for service, or electronic address only by giving notice to each other relevant party of their new address for service, or a new electronic address.
- (6) On the giving of a notice of a new address for service, or new electronic address for a relevant party, the address for service, or electronic address stated in the notice is taken to be the relevant party's address for the relevant item in this agreement.
- (7) A relevant party may withdraw their consent to notices being given to them by electronic communication, or to a specific electronic address, only by giving notice to each other relevant party that notices are no longer to be given to the relevant party electronically, or to that electronic address.
- (8) Unless the contrary is proved -
 - (a) a notice left at an address for service is taken to have been received by the person to whom the address relates when the notice was left at the address; and
 - (b) a notice sent by post is taken to have been received by the person to whom it was addressed when it would have been delivered in the ordinary course of post; and

- (c) a notice sent by electronic communication to an electronic address is taken to have been received by the recipient -
 - (i) if the type of electronic communication is email - when the email enters the recipient's email server; or
 - (ii) if the type of electronic communication is facsimile - when the sender's facsimile machine produces a transmission report indicating all pages of the notice have been successfully sent; or
 - (iii) otherwise - at the time stated in the *Electronic Transactions (Queensland) Act 2001*, section 24.
- (9) In this clause -

relevant party means -

 - (a) the lessor; or
 - (b) the tenant; or
 - (c) if there is an agent of the lessor - the lessor's agent.

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

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

Additional Occupants:

The tenant agrees to notify the agent and seek approval in writing before anyone else is to move into the property, they also agree to pay the administration fee for the change of tenancy agreement to the sum of \$250.00 plus GST.

Maintenance and repairs:All maintenance requests must come through Tapi, you can scan the QR code under your sink to get to this or you can reach it via from www.wingsre.com.au/tenants**Operating a business:**

The tenant acknowledges that they will not run a business from the premises unless stated otherwise in writing

Names of Approved Occupants:

The tenant/s must receive a copy of the information statement (Form 17a) and a copy of any applicable by-laws if copies have not previously been given to the tenant/s. **Do not send to the RTA - give this form to the tenant/s, keep a copy for your records.** **Other languages:** You can access a [free interpreter service](#) by calling the RTA on 1300 366 311 (Monday to Friday, 8:30am to 5:00pm).**Signature of lessor/agent**

Name/trading name

Wings Real Estate Pty Ltd

Signature

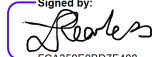
Signed by:  COFDF0AFBA6E473...	Date / / 15-01-2026
--	---------------------------------------

Signature of tenant 1

Print name

Liana Pearless

Signature

Signed by:  FCA359E0BD7E408...	Date / / 15-01-2026
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Signature of tenant 2

Print name

Te Aorangi Pearless

Signature

Signed by:  804CD9215E83475...	Date / / 15-01-2026
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Signature of tenant 3

Print name

Signature

	Date / /
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Special Terms

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

49 Occupation and use of premises

The tenant must not permit persons other than the persons nominated as approved occupants in Part 1 of this agreement to reside at the premises without the written consent of the lessor. The lessor must act reasonably in exercising the lessor's discretion when determining whether or not to consent to a request by the tenant for any change to the approved tenants or occupants.

50 Subletting via online home sharing platforms

The use of online home sharing platforms, such as AirBnB, which grant exclusive possession of the property, or any part thereof, to guests, shall be deemed to be subletting of the property and require compliance with clause 38.

51 Care of the premises by the tenant

- (1) During the tenancy, the tenant must-
 - (a) not do anything that might block any plumbing or drains on the premises;
 - (b) keep all rubbish in the bin provided by the local authority in an area designated by the lessor or as the local authority may require;
 - (c) put the bin out for collection on the appropriate day for collection and return the bin to its designated place after the rubbish has been collected;
 - (d) maintain the lawns and gardens at the premises having regard to their condition at the commencement of the tenancy, including mowing the lawns, weeding the gardens and watering the lawns and gardens (subject to council water restrictions);
 - (e) subject to the lessor's obligations under clause 24(1)(e) and 24(2)(e), keep the premises free from pests and vermin, having regard to the condition of the premises at the commencement of the tenancy;
 - (f) keep the walls, floors, doors and ceilings of the premises free of nails, screws or adhesive substances, unless otherwise agreed to by the lessor in accordance with clause 26;
 - (g) keep the swimming pool, filter and spa equipment (if any) clean and at the correct chemical levels having regard to their condition at the start of the tenancy;
 - (h) not interfere with nor make non-operational any facility that may be provided with the premises (eg. smoke alarms, fire extinguishers, garden sprinkler systems, hoses etc).
- (2) The obligations of the tenant at the end of the tenancy regarding the conditions of the premises include-
 - (a) if the carpets were cleaned to a certain standard at the start of the tenancy, the tenant must ensure the carpets are cleaned to the same standard, fair wear and tear excepted, at the end of the tenancy. For the sake of clarity, a special term or condition for approval to keep a pet at the premises requiring carpets in the premises to be professionally cleaned at the end of the tenancy overrides this special term;
 - (b) if the property was free of pests and vermin at the start of the tenancy, the tenant must ensure the property meets the same standard at the end of the tenancy. For the sake of clarity, a special term or condition for approval to keep a pet at the premises requiring the premises to be professional fumigated at the end of the tenancy overrides this special term;
 - (c) repairing the tenant's intentional or negligent damage to the premises or inclusions;
 - (d) returning the swimming pool, filter and spa equipment (if any) to a clean condition with correct chemical levels having regard to their condition at the start of the tenancy;
 - (e) replacing inclusions damaged during the tenancy having regard to their condition at the start of the tenancy, fair wear and tear excepted;
 - (f) mowing lawns, weeding gardens having regard to their condition at the start of the tenancy;
 - (g) remove all property other than that belonging to the lessor or on the premises at the start of the tenancy.

52 Photographs of the property during an inspection

- (1) The tenant consents to photographs being taken of the property during an inspection arranged by the lessor or the lessor's agent in accordance with section 192(1)(a), for the purposes of documenting the condition of the property at the time of the inspection.
- (2) For the sake of clarity, if any photographs taken during an inspection of the property show something belonging to the tenant, the lessor or lessor's agent must obtain the tenant's written consent in order to use the photographs in an advertisement for the property in accordance with section 203.

53 Locks and keys

- (1) The lessor may claim from the tenant costs incurred by the lessor as a result of the tenant losing any key, access keycard or remote control relating to the premises which has been provided to the tenant (by the lessor, a body corporate or other person), including costs in connection with:
 - (a) replacing the key, access keycard or remote control; and
 - (b) gaining access to the premises.
- (2) The tenant acknowledges that the lessor's agent may retain a duplicate set of keys.
- (3) If a tenant changes a lock at the premises in accordance with clause 29, the tenant must immediately provide the lessor and/or lessor's agent with the key for the changed lock unless clauses 29(4)(a) or (b) are applicable regarding the provision of the key.
- (4) If a tenant changes a lock under clause 29(2) and gives the key to the lessor in accordance with clause 29(5), the tenant agrees for the key to be given to the lessor's agent.

Special Terms *continued...*

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

54 Liability excluded

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

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

as a direct or indirect result of the tenant's negligent acts or omissions.

55 Lessor's insurance

(1) If the lessor does have insurance cover the tenant must not do, or allow anything to be done, that would invalidate the lessor's insurance policy for the premises or increase the lessor's premium in relation to that policy.

- (2) The lessor may claim from the tenant -
 - (a) any increase in the premium of the lessor's insurance; and
 - (b) any excess on claim by the lessor on the lessor's insurance; and
 - (c) any other cost and expenses incurred by the lessor;
 as a direct or indirect result of the tenant's negligent acts or omissions.

56 Tenant's insurance

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

57 Smoke alarm obligations

The tenant must-

- (1) Test each smoke alarm in the premises-
 - (a) at least once every 12 months; or
 - (b) if a fixed term tenancy is of less than 12 months duration, but is held over under a periodic tenancy of 12 months or more, at least once in the 12 month period;
 - (i) For an alarm that can be tested by pressing a button or other device to indicate whether the alarm is capable of detecting smoke - by pressing the button or other device;
 - (ii) Otherwise, by testing the alarm in the way stated in the Information Statement (RTA Form 17a) provided to the tenant/s at the commencement of the tenancy.
- (2) Replace each battery that is spent, or that the tenant/s is aware of is almost spent, in accordance with the Information Statement provided to the tenant/s at the commencement of the tenancy;
- (3) Advise the lessor as soon as practicable if the tenant/s become/s aware that a smoke alarm in the premises has failed or is about to fail (other than because the battery is spent or almost spent); and

Note: In interpreting the word "spent" when referring to a battery, the term is used to include reference to a battery which is flat, non-functioning or lacking in charge that it does not properly operate the smoke alarm.
- (4) Clean each smoke alarm in the premises in the way stated in the Information Statement provided to the tenant/s at the commencement of the tenancy:
 - (a) at least once every 12 months; or
 - (b) if a fixed term tenancy is of less than 12 months duration, but is held over under a periodic tenancy of 12 months or more, at least once in the 12 month period;

In the event that the tenant/s engages a contractor/tradesperson (as listed in Item 18) to meet the tenant/s obligations listed under this special term, such engagement shall be at the tenant/s' own cost and expense.
- (5) Not tamper with or otherwise render a smoke alarm inoperative. Such an act will constitute malicious damage in accordance with section 188 of the Act.

58 Portable pool obligations

- (1) The tenant must-
 - (a) Obtain the lessor's consent for a portable pool at the premises of a depth of 300mm or greater;
 - (b) Where consent is to be provided by the lessor to the tenant for the use of a portable pool at the premises of a depth of 300mm or greater, provide the lessor and/or the agent with details of the type and description of the proposed portable pool.
- (2) Where consent is provided by the lessor to the tenant for the use of a portable pool at the premises of a depth of 300mm or greater, the tenant agrees to:
 - (a) Maintain and repair the portable pool at the tenant's own expense;
 - (b) In accordance with the *Building Act 1975* obtain, maintain and renew a Pool Safety Certificate for a regulated pool, which includes a requirement for a compliant pool fence and, provide a copy of the Pool Safety Certificate to the lessor and/or agent;
 - (c) Where a compliant pool fence is required for a regulated pool, obtain the lessor's consent regarding a proposed fence in accordance with clause 26 of the standard terms;
 - (d) In circumstances where consent is provided to the tenant by the lessor in accordance with clause 26 of the standard terms, construct and maintain the fence as required by the *Building Act 1975*, at the tenant's own expense.
- (3) In accordance with special term 58(1) and 58(2), where consent is provided by the lessor to the tenant for a portable pool of a depth of 300mm or greater and/or as prescribed by the *Building Act 1975*, the tenant hereby agrees to indemnify and hold harmless the lessor and agent for any loss, claim, suit or demand, brought, caused or contributed to, directly or indirectly, by the portable pool.

Special Terms *continued...*

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

59 Pets

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

- (1) In addition to clause 34(3), the lessor approves a pet as stated in Item 19 of this agreement to be kept inside a dwelling on the premises, conditional on:
 - (a) if the pet is capable of carrying parasites that could infest the premises, the premises being professionally fumigated at the end of the tenancy; and
 - (b) the carpets in the premises being professionally cleaned at the end of the tenancy.

Note: For the purpose of this special term, a dwelling on the premises shall include any structure on the premises designed to be used as a residence for human habitation. A dwelling shall also include any enclosed area, room or structure attached to the dwelling, including but not limited to any garage, sunroom or enclosed veranda.

- (2) The premises are professionally fumigated and carpets are professionally cleaned, if the fumigation and cleaning are done to a standard ordinarily achieved by businesses selling those services.
- (3) For the sake of clarity, the conditions outlined in special term 59 relate only to the lessor's approval to keep a pet at the premises as stated in Item 19 of this agreement.
- (4) For requests for approval to keep a pet at the premises inconsistent with Item 19 of this agreement, see clauses 36 and 37 of this agreement and sections 184D to 184F of the Act.

60 Electronic Signing

- (1) Electronic Signature means an electronic method of signing that identifies the person and indicates their intention to sign this agreement;
- (2) If this agreement is signed by any party or the lessor's agent using an Electronic Signature, the tenant and the lessor:
 - (a) agree to enter into this agreement in electronic form; and
 - (b) consent to either, or both parties, or the lessor's agent signing this agreement using an Electronic Signature.



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ANNEXURE "A"

1. OCCUPATION AND USE OF PREMISES

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

2. CARE OF THE PREMISES BY THE TENANT

2.1 During the tenancy, the tenant must:

- A. Not do anything that might block any plumbing or drains on the premises.
- B. Keep all rubbish in the bin provided by the local authority in an area designated by the lessor or as the local authority may require and 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.
- C. Where applicable, regularly mow lawns, weed the gardens, water the lawns and gardens and keep the premises free from pests and vermin.
- D. Keep the walls, floors, doors and ceilings of the premises free of nails, screws or adhesive substances, not intentionally or negligently damage the premises and inclusions (including glass and mirrors).
- E. Only hang clothing and other articles outside the premises in areas designated by the lessor or the lessor's agent.
- F. Where applicable, keep the swimming pool and/or spa, filter and all other relevant equipment clean and at the correct chemical levels.
 - i) The tenant is responsible for the management of the pool's cleanliness and correct chemical levels on a day-to-day basis and bears the cost of doing so. Should the pool require professional pool maintenance to rectify issues caused by unsatisfactory day-to-day management, the tenant will be responsible for the cost of such maintenance.
 - ii) Ongoing pool management on a day-to-day basis includes but is not limited to items such as:
 - Cleaning filter
 - Removing leaves from waste basket(s)
 - Acid wash cell in cylinder to remove calcium build-up (eg monthly)
 - Check and regulate chemical levels regularly (eg monthly) – take sample to pool shop for assessment
- G. 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) and to replace batteries when necessary.
- H. The tenant is to replace all types of light bulbs when necessary.
- I. Should the tenant(s) or their invited guests be smokers, all smoking is to be done outside the premises. Failure to do this will result in the tenant being responsible to rectify any damage ie stains, or odour left at the property. This will include professional cleaning of window coverings and carpets.

2.2 The obligations of the tenant at the end of the occupancy regarding the condition of the premises include:

- A. Having the carpets shampooed/steam cleaned –
 - i) The same standard they were in at the start of the tenancy, fair wear and tear excepted, and on the last day of occupancy; and giving the lessor or lessor's agent the original carpet cleaner's receipt.
 - ii) If birds or animals have been kept at the premises, to pay for the premises to be fumigated, deodorised and flea-treated by a professional fumigator; and giving the lessor or lessor's agent the original fumigator's receipt.
- 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 conditional with correct chemicals levels having regard to their condition at the start of the tenancy.
- D. Removing rubbish and replacing inclusions (fair wear and tear excepted), mowing lawns, weeding gardens having regard to their condition at the start of the tenancy.
- E. Remove all property other than that belonging to the lessor or on the premises at the start of the tenancy.

2.3 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.

3. LOCKS AND KEYS AND REMOTE CONTROLS

3.1 The lessor may claim from the tenant costs incurred by the lessor as a result of the tenant losing or having stolen any key, access key card 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 replacing the key, access keycard or remote control and gaining access to the premises.

3.2 The tenant acknowledges that the lessor's agent may retain a duplicate set of keys.

3.3 The tenant must return all keys, access keycards and/or any remote controls to the lessor or the lessor's agent at the end of the tenancy.



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4. EARLY TERMINATION BY TENANT

4.1 If the tenant is breached before the end of the tenancy 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; and
- B. the reasonable costs (including advertising costs) re-letting and attempting to re-let the premises.
- C. costs relating to end of tenancy ie cleaning, repairs
- D. break-lease fee

5. LIABILITY EXCLUDED

5.1 The lessor will not be liable for any loss, damage or injury to the tenant, the tenant's possessions or any person on the premises unless caused by the negligence of the lessor or the lessor's agent or servant or resulting from a breach of the lessor's obligations under the Act.

6. MANUALS/INSTRUCTIONS

6.1 The tenant agrees to follow all instructions for care, use and cleaning of all appliances as outlined in manuals provided by the agent. The tenant further agrees to pay for the repair of any damage incurred if caused by a failure to follow these instructions.

7. INSURANCE

7.1 If the lessor does have insurance cover the tenant must not do or allow anything to be done that would invalidate any insurance policy on the premises or increase the premium of any policy.

7.2 The lessor may claim from the tenant:

- A. any increase in the premium of the lessor's insurance.
- B. any excess on claim by the lessor's agent of the lessor's insurance.
- C. other costs and expenses incurred by the lessor as a direct or indirect result of the acts or omissions of the tenant in breach of this agreement or the tenant's obligations under the Act.

7.3 It is the tenant's responsibility to insure their own property and possessions.

8. CARPORTS

8.1 Carports are to be used solely for the parking of cars and not for storage of any kind/.

9. WINDOW COVERINGS

9.1 At the end of the tenancy, window coverings must be clean, pressed and in the same condition as they were at the beginning of the tenancy.

10. WALLS, CEILINGS AND DOORS

10.1 The tenant agrees not to affix any staples, "glow in the dark" stickers (such as planet and stars), pins, hooks or blue tac to any walls and ceilings.

10.2 The tenant agrees not to "patch paint" over marks/damage on walls, doors or ceilings. Any damage to walls, doors or ceilings is to be sanded and fully painted.

10.3 All painting work must be approved by the landlord/agent in writing.

11. WATER SERVICE CHARGES CLAUSE 17. SS 90 (1A) AND 91A

11.1 Under the "user pays" system all water metres will be read by Gold Coast City Council on a 3 monthly basis. Tenants are responsible for all water consumption charges incurred by the property. This does not apply if premises are not individually metered.

12. BANK CHARGES

12.1 The tenant agrees to reimburse the agent for any bank charges as a result of any payment or cheque being dishonoured.

13. SMOKE DETECTORS

13.1 The tenant agrees and understand that where smoke detectors are installed the tenant is responsible for replenishing batteries. The lessor or the lessor's agent does not accept any responsibility for the failure of the smoke detectors where live batteries are not installed.

14. AUTHORISATION AND COMPLIANCE REQUIRED FOR ALL WATER DEVICES

14.1 The tenant agrees that no water device (eg swimming pool, spa, any water feature that can hold more than 300mm water) will be brought onto the property without prior written permission from the lessor or lessor's agent.

14.2 All water devices which have written approval by the lessor or lessor's agent must comply fully with all current pool safety regulations.

14.3 All water devices which have written approval by the lessor or lessor's agent must have a current Pool Safety Certificate provided by an authorised assessor.



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15. PLUMBING BLOCKAGES

15.1 The tenant agrees not to place any matter in sinks, drains or toilets, which is likely to cause blockages to the dishwasher, garbage disposal or plumbing where such blockage is caused by the tenants

16. DRIVEWAY

16.1 The tenant agrees not to carry out any repairs to motor vehicles, boats or other machinery at the property and to remove any stains to the driveway immediately. The tenant also agrees not to park or allow invitees to park on any lawn area.

17. BOND

17.1 The tenant agrees not to use the bond in lieu of rent due. The tenant agrees that should any cleaning, repairs or grounds maintenance be required after the tenant vacates the property, professional contractors will be appointed and the cost of same will be deducted from the tenant's bond.

18. COURTESY TO NEIGHBOURS

18.1 The tenant agrees that they must not cause a nuisance or interfere with the reasonable peace, comfort and privacy of a neighbour of the premises or permit visitors to interfere with the reasonable peace, comfort and privacy of a neighbour. The tenant accepts responsibility for the behaviour of visitors.

19. CONTACT DETAILS

19.1 The tenant agrees to provide their home telephone number to the agent when connected and to advise the agent promptly of any change of place of employment or business hours telephone number.

20. ADDITIONAL OCCUPANTS

20.1 The tenant agrees to notify the agent and gain approval BEFORE allowing any other or additional persons to reside at the premises.

21. PROPERTY INSPECTIONS

21.1 The landlord/agent reserves the right to inspect the premises internally and externally once every three monthly period by arrangement with the tenant and giving no less than 7 days' notice. The tenant acknowledges that photos will be taken at all routine inspections for the owner, agent and tradespersons. These photos will not be used for advertising purposes.

22. KEYS AND LOCKS

22.1 The tenant agrees not to change locks at the premises without prior consent in writing from the lessor or lessor's agent.
 22.2 The tenant agrees to advise the lessor's agent of any duplication of keys to the premises.
 22.3 The tenant acknowledges that any/all keys duplicated by the tenant must be provided to the lessor's agent upon vacating the premises.
 22.4 The tenant agrees to leave any window-keys in the locks upon vacating the premises.

23. NOTICE TO END OR EXTEND LEASE

23.1 It is requested that the tenant provides a minimum of one month's notice to either end OR extend the lease.

24. BREAKING LEASE

24.1 The tenant(s) acknowledges that they are responsible for the following charges in the event of Break of Lease.
 A. One week's rent plus GST and
 B. Advertising costs

25. CHANGE OF SHARED TENANCY

25.1 The tenant(s) agrees to request a Change of Shared Tenancy in writing.
 25.2 The tenant(s) acknowledges that any potential/new tenant will be required to submit a Tenancy Application and undergo a suitability assessment by the lessor's agent.
 25.3 The tenant acknowledges that when a new tenant is approved to reside at the premises, a new lease will be drawn up and will need to be signed by ALL tenants.
 25.4 The tenant(s) acknowledges that the following Change of Shared Tenancy fee will be charged to ALL parties on the original lease.
 A. Fee is as per that stated in the Welcome Pack

26. MAINTENANCE/REPAIRS

26.1 The tenant agrees to notify the agent promptly if any repairs are required.
 26.2 The tenant acknowledges that all trades people who conduct maintenance at the property are to be arranged by the lessor or lessor's agent, and not arranged by the tenant unless authorised prior with the lessor or lessor's agent.
 26.3 The tenant acknowledges that any and all electrical or plumbing work required to be done at the property MUST be completed by an accredited and insured tradesperson. Therefore, all tenants of the property agree that they will NOT conduct any electrical or plumbing repair work themselves.

**M: 0406 644 188****E: pm@wingsre.com.au****W: www.wingsre.com.au****P: U3/54 Siganto Drive
HELENSVALE 4212****27. KITCHEN HOTPLATES**

27.1 The tenant acknowledges that if the stove has solid plates, they agree to apply hot plate protectant regularly to help prevent rusting.

28. PETS

28.1 The tenant agrees that where the landlord has approved the keeping of pets, the tenant indemnifies the lessor and the lessor's agent for any damage or injury to any person or thing which is found to be caused by the animal. Any animal(s) approved to be kept at the property are to be kept outside at all times.

28.2 The tenant acknowledges that any damage caused by the pet/s will be repaired or replaced at the expense of the tenant. The tenant also acknowledges that they will take all due care to ensure that their pets create no noise pollution or disturbance to neighbouring properties. Any noise complaints or complaints of aggressive animal behaviour received by us will be forwarded on to the relevant council departments. In a situation where a property does not contain carpets the tenant will still be required to get the property flea treated by a registered pest company and a receipt provided to us upon exiting the property.

29. PATCH PAINTING

29.1 Walls, ceilings and doors are not to be patch painted under any circumstances.

30. OPERATING A BUSINESS

30.1 The tenant acknowledges that they will not be running a business from the premises.

31. MARKETING PHOTOGRAPHY

31.1 The tenant hereby agrees that if during the term of the tenancy the owner decides to place the property on the market for sale, that both internal and external photos may be taken. These may include items belonging to the tenant ie furniture. Photos may be used in both written and internet media.

32. CONTRACTOR/SUPPLIER AND SERVICE PROVIDER CALL OUTS

32.1 The tenant agrees that if a contractor and/or service provider is called out to the premises to fix a fault or problem that turns out to be caused or created by the tenant then the tenant is liable for the costs of that contractors and/or service providers fees and costs related to that call out.

General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008

Part 1 Tenancy information

**Item
1****1.1 Lessor**

Name/trading name C Sunnex - C/- Wings Real Estate Pty Ltd

Address

Suite 208, 3 Sir John Overall Drive

Helensvale

QLD

Postcode 4212

1.2 Phone

Mobile

ABN (optional)

0452 476 762

Email

wingsre@email.propertyme.com

Note - Item 1.2 is optional.

**Item
2****2.1 Tenant/s**

1. Full name/s	Liana Pearless		
Phone	0433 543 619	Email	lianapearless@outlook.com
Emergency contact full name/s			
Emergency contact phone			
Emergency contact email			

2. Full name/s	Te Aorangi Pearless		
Phone	0433 690 745	Email	teaosherpa@gmail.com
Emergency contact full name/s			
Emergency contact phone			
Emergency contact email			

3. Full name/s			
Phone		Email	
Emergency contact full name/s			
Emergency contact phone			
Emergency contact email			

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

Item 2.2 is optional. See clause 48(4).

**Item
3****3.1 Lessor's agent** If applicable.

Full name/trading name Wings Real Estate Pty Ltd trading as Wings Real Estate

Address

PO Box 252

Helensvale, QLD

Varsity Lakes

QLD

Postcode 4227

3.2 Phone

Mobile

ABN (optional)

0418 744 470

0452 476 762

13 145 352 272

Email

wingsre@email.propertyme.com

Note: Item 3.2 is optional.

General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008



Item 4 Notices may be given to

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

4.1 Lessor

Email Yes ☐ No ☒

Text Message Yes ☐ No ☐ Facsimile Yes ☐ No ☒

4.2 Tenant/s

Email Yes ☒ No ☐ lianapearless@outlook.com

Text Message Yes ☐ No ☐ Facsimile Yes ☐ No ☒

4.3 Agent

Email Yes ☒ No ☐ wingsre@email.propertyme.com

Text Message Yes ☐ No ☐ Facsimile Yes ☐ No ☒

Item 5 5.1 Address of the rental premises

3/4 Mountain View Ave

Miami QLD Postcode 4220

5.2 Inclusions provided.

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

AS PER THE ENTRY CONDITION REPORT.

5.3 Details of current repair orders for the rental premises or inclusions

Item 6 6.1 The term of the agreement is

☒ fixed term agreement ☐ periodic agreement

6.2 Starting on 27 / 2 / 2026 6.3 Ending on 27 / 8 / 2026

See clause 4(2)

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

Item 7 Rent

\$ 750.00 per ☒ weekly ☐ fortnightly ☐ monthly See clause 8(1)

Item 8 Rent must be paid on the

same day of each week.

Insert day. See clause 8(2)

Insert week, fortnight or month

Item 9 Methods of rent payment

Insert the ways the rent must be paid. See clause 8(3)(a)

Method 1	Direct Deposit or MePay (Set up through Property Me Tenant App)
Method 2	

Details for direct credit

BSB no. 084 004 Bank/building society/credit union National Australia Bank

Account no. 92 905 2379 Account name Wings Real Estate Trust Account

Payment reference 24mntview



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



Item 10

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

Item 11

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

Note: The lessor/lessor's agent must not increase, or propose to increase, the rent payable by a tenant less than 12 months after the last rent increase for the residential premises. Rent increase requirements do not apply to exempt lessors. The Act provides definitions for an exempt lessor.

Item 12

Rental bond amount See clause 13

Item 13

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

Electricity ☒ Yes ☐ No

Any other service that a tenant must pay ☒ Yes ☐ No

Gas ☒ Yes ☐ No

Type See special terms (page 12)

Phone ☒ Yes ☐ No

Item 13

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

☒ Yes ☐ No

Item 14

If the premises is not individually metered for a service under item 13.1, the apportionment of the cost of the service for which the tenant must pay.

For example, insert the percentage of the total charge the tenant must pay. See clause 16(c)

Electricity

Any other service stated in item 13.1

Gas

See special terms (page 12)

Phone

Item 15

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

Electricity

Gas

Phone

Any other service stated in item 13.1

See special terms (page 12)

Item 16

Number of persons allowed to reside at the premises See clause 22

Item 17

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

17.2 Has the tenant been given a copy of the relevant by-laws

See clause 23

☐ Yes ☐ No

Item 18

18.1 Name and telephone number of the lessor's nominated repairer for each of the following repairs

Electrical repairs

Phone

Plumbing repairs

Phone

Other repairs

Phone

Item 18

18.2 Are the nominated repairers the tenant's first point of contact for notifying the need for emergency repairs? See clause 31(4)

☒ Yes

☐ No - please provide lessor contact details below

Name

Phone

Item 19

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

Type

Number

Type

Number

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

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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 item 5.2; and
- (b) a reference to a numbered section is a reference to the section in the *Residential Tenancies and Rooming Accommodation Act 2008 (the Act)* with that number; and
- (c) a reference to a numbered item is a reference to the item with that number in part 1 of this agreement; and
- (d) a reference to a numbered clause is a reference to the clause of this agreement with that number.

2 Terms of a general tenancy agreement - ss 52 and 54-56

- (1) This part states, under section 55, the standard terms of a general tenancy agreement.
- (2) The Act also imposes duties on, and gives entitlements to, the lessor and tenant that are taken to be included as terms of this agreement.
- (3) The lessor and tenant may agree on other terms of this agreement (*special terms*).
- (4) A duty or entitlement under the Act overrides a standard term or special term if the term is inconsistent with the duty or entitlement.
- (5) A standard term overrides a special term if they are inconsistent.
- (6) Any body corporate by-laws that apply to the occupation of the premises by the tenant, for the time being in force, are taken to be terms of this agreement.
- (7) A breach of this agreement may also be an offence under the Act.
Examples for subclause (7) –
 - 1 It is an offence for the lessor or lessor's agent to enter the premises in contravention of the rules of entry under sections 192 to 199.
 - 2 It is an offence if the tenant does not sign and return the condition report to the lessor or lessor's agent under section 65.

3 More than 1 lessor or tenant

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

Division 2 Entering tenancy

4 Start of tenancy

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

5 Entry condition report - s 65

- (1) The lessor or lessor's agent must prepare, in the approved form, and sign a condition report for the premises.
- (2) A copy of the condition report must be given to the tenant on or before the day the tenant occupies the premises under this agreement.
- (3) If the tenant does not agree with the condition report, the tenant must mark the copy of the report in an appropriate way to show the parts the tenant disagrees with.

- (4) The tenant must sign and return the copy of the condition report to the lessor or lessor's agent no later than 7 days after the later of the following days –
 - (a) the day the tenant occupies the premises;
 - (b) the day the tenant is given the copy of the condition report.
- (5) After the copy of the condition report is returned to the lessor or lessor's agent by the tenant, the lessor or lessor's agent must make a copy of the condition report and return it to the tenant within 14 days.
- (6) However, the lessor or lessor's agent does not have to prepare a condition report for the premises if –
 - (a) this agreement has the effect of continuing the tenant's right to occupy the premises under an earlier residential tenancy agreement; and
 - (b) in accordance with the Act, a condition report was prepared for the premises for the earlier residential tenancy agreement.
- (7) If a condition report is not prepared for this agreement because subclause (6) applies, the condition report prepared for the earlier residential tenancy agreement is taken to be the condition report for this agreement.

6 Continuation of fixed term agreement - s 70

- (1) This clause applies if –
 - (a) this agreement is a fixed term agreement; and
 - (b) none of the following notices are given, or agreements or applications made before the day the term ends (the *end day*) –
 - (i) a notice to leave;
 - (ii) a notice of intention to leave;
 - (iii) an abandonment termination notice;
 - (iv) a notice, agreement or application relating to the death of a sole tenant under section 324A;
 - (v) a separate written agreement between the lessor and tenant under section 277(a) to end this agreement.
- (2) This agreement, other than a term about this agreement's term, continues to apply after the end day on the basis that the tenant is holding over under a periodic agreement.

Note – For more information about certain notices, see the information statement.

7 Costs apply to early ending of fixed term agreement - s 357A

- (1) This clause applies if –
 - (a) this agreement is a fixed term agreement; and
 - (b) the tenant ends this agreement before the term ends other than in a way permitted under the Act.
- (2) The tenant must pay the reletting costs under section 357A(3).
Note – For when the tenant may end this agreement early under the Act, see clause 40 and the information statement.
- (3) This clause does not apply if, after experiencing domestic violence, the tenant ends the tenant's interest in this agreement under chapter 5, part 1, division 3, subdivision 2A of the Act.

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

Division 3 Rent

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

- (1) The tenant must pay the rent stated in item 7.
- (2) The rent must be paid on the days stated in item 8.
- (3) The rent must be paid -
 - (a) in a way stated in item 9; or
 - Note* - Under section 83, at least 2 ways for the tenant to pay the rent must be stated in this agreement.
 - (b) in a way agreed after the signing of this agreement by -
 - (i) the lessor or tenant giving the other party a notice proposing a way; and
 - (ii) the other party agreeing to the proposal in writing; or
 - (c) if the lessor or lessor's agent intends to change the way rent is paid to a way that is not stated in item 9 and no way is agreed to after the signing of this agreement - in a way the lessor or lessor's agent proposes by written notice to the tenant under section 84A.
- (4) The lessor or lessor's agent must give the tenant a notice advising of the costs associated with the ways to pay rent offered to the tenant that the tenant would not reasonably be aware of if the lessor or lessor's agent knows or could reasonably be expected to find out about the costs.
- (5) Also, the lessor or lessor's agent must declare any financial benefit the lessor or lessor's agent may receive if the tenant uses a particular way to pay rent.
- (6) If a place is stated in item 10, the rent must be paid at the place.
- (7) If, after the signing of this agreement, the lessor gives a notice to the tenant stating a place, or a different place, for payment of rent and the place is reasonable, the rent must be paid at the place while the notice is in force.
- (8) If no place is stated in item 10 and there is no notice stating a place, the rent must be paid at an appropriate place.

Examples of an appropriate place -

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

9 Rent in advance - s 87

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

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

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

10 Rent increases - ss 91 and 93

- (1) If the lessor proposes to increase the rent, the lessor must give notice of the proposal to the tenant.
- (2) The notice must state -
 - (a) the amount of the increased rent; and
 - (b) the day from when the rent is payable; and
 - (c) the day the rent was last increased for the premises.
- (3) The day stated from when the increased rent is payable must not be earlier than the later of the following -
 - (a) 2 months after the day the notice is given;
 - (b) 12 months after the last rent increase for the premises in accordance with section 93.
- (4) Subject to an order of a tribunal, the increased rent is payable from the day stated in the notice, and this agreement is taken to be amended accordingly.
- (5) However, the increased rent is payable by the tenant only if -
 - (a) the rent is increased in compliance with this clause and the Act; and
 - (b) the increased rent is not payable earlier than 12 months after the last rent increase for the premises in accordance with section 93; and

- (c) the increase in rent does not relate to -
 - (i) compliance of the premises with the prescribed minimum housing standards; or
 - (ii) keeping a pet or working dog at the premises.
- (6) Also, if this agreement is a fixed term agreement, the rent may not be increased before the term ends unless -
 - (a) this agreement provides for the rent increase; and
 - (b) this agreement states the amount of the increase or how the amount of the increase is to be worked out; and
 - (c) the increase is made in compliance with the matters mentioned in paragraph (b).

11 Application to tribunal about rent increase - s 92

- (1) After the lessor gives the tenant notice of a proposed rent increase, the tenant may apply to the tribunal for an order reducing or setting aside the amount of the proposed increase if the tenant believes the increase -
 - (a) is excessive; or
 - (b) is not payable under clause 10.
- (2) However, the application must be made -
 - (a) within 30 days after the tenant receives the notice; and
 - (b) if this agreement is a fixed term agreement - before the term of this agreement ends.

12 Rent decreases - s 94

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

Note - For information about the situations, see the information statement.

Division 4 Rental bond

13 Rental bond required - ss 111 and 116

- (1) If a rental bond is stated in item 12, the tenant must pay to the lessor or the lessor's agent the bond -
 - (a) if a special term requires the bond to be paid at a stated time - at the stated time; or
 - (b) if a special term requires the bond to be paid by instalments - by instalments; or
 - (c) otherwise - when the tenant signs this agreement.
- Note* - There is a maximum rental bond that may be required. See sections 112(1) and 146 and the information statement.
- (2) The lessor or the lessor's agent must, within 10 days of receiving the rental bond or a part of the bond, pay it to the authority and give the authority a notice, in the approved form, about the bond.
- (3) The rental bond is intended to be available to financially protect the lessor if the tenant breaches this agreement.

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

Note - For how to apply to the authority or a tribunal for the rental bond at the end of the tenancy, see sections 125 to 141 and the information statement.

14 Increase in rental bond - s 154

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

Division 5 Outgoings

15 Outgoings - s 163

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

Examples -

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

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

16 General service charges - ss 164 and 165

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

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

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

17 Water service charges - ss 164, 166 and 166A

- (1) The tenant must pay an amount for the water consumption charges for the premises if -
 - (a) the tenant is enjoying or sharing the benefit of a water service to the premises; and
 - (b) the premises are individually metered for the supply of water or water is supplied to the premises by delivery by means of a vehicle; and
 - (c) Item 13.2 states that the tenant must pay for water supplied to the premises.
- (2) However, the tenant does not have to pay an amount -
 - (a) that is more than the amount of the water consumption charges payable to the relevant water supplier; or
 - (b) that is a fixed charge for the water service to the premises.
- (3) Also, the tenant does not have to pay an amount for a reasonable quantity of water supplied to the premises for a period if, during the period, the premises are not water efficient for section 166.
- (4) In deciding what is a reasonable quantity of water for subclause (3), regard must be had to the matters mentioned in section 169(4)(a) to (e).
- (5) The lessor must give the tenant copies of water consumption charges documents within 4 weeks after the lessor receives the documents.
- (6) The tenant must pay the amount of the water consumption charge to the lessor within 4 weeks after the lessor gives the tenant copies of the water consumption charges documents about the incurring of the amount.
- (7) The tenant is not required to pay an amount for the water consumption charges if the tenant has not received a copy of the water consumption charges document about the amount payable to the relevant water supplier.
- (8) Subclause (9) applies if water consumption charges are payable for a period that includes part but not all of a period specified, or to be specified, in a water consumption charges document.

- (9) The tenant may be required to pay an amount calculated for a partial billing under section 166A using -
 - (a) a meter reading for the premises recorded in a condition report; and
 - (b) a reasonable estimate of the volume of water supplied to the premises during the period for which water consumption charges are payable by the tenant; and
 - (c) the rate used to calculate the water consumption charge stated in the most recent water consumption charges document.
- (10) In this clause -
water consumption charge, for premises, means the variable part of a water service charge assessed on the volume of water supplied to the premises.

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

water consumption charges document means a document, issued to the lessor by the relevant water supplier, stating the amount of water consumption charges for the premises that are payable to the supplier.

Division 6 Rights and obligations during tenancy

Subdivision 1 Occupation and use of premises

18 No legal impediments to occupation - s 181

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

Examples of possible legal impediments -

- if there is a mortgage over the premises, the lessor might need to obtain approval from the mortgagee before the tenancy can start
- a certificate might be required under the *Building Act 1975* before the premises can lawfully be occupied
- the zoning of the land might prevent use of a building on the land as a residence

19 Vacant possession and quiet enjoyment - ss 182 and 183

- (1) The lessor must ensure the tenant has vacant possession of the premises (other than a part of the premises that the tenant does not have a right to occupy exclusively) on the day the tenant is entitled to occupy the premises under this agreement.
Note - Parts of the premises where the tenant does not have a right to occupy exclusively may be identified in a special term.
- (2) The lessor must take reasonable steps to ensure the tenant has quiet enjoyment of the premises.
- (3) The lessor or the lessor's agent must not interfere with the reasonable peace, comfort or privacy of the tenant in using the premises.

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

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

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

- (1) The tenant may use the premises -
 - (a) only as a place of residence; or
 - (b) mainly as a place of residence and for another use allowed under a special term.
- (2) The tenant must not -
 - (a) use the premises for an illegal purpose; or
 - (b) cause a nuisance by the use of the premises; or

Examples of things that may constitute a nuisance -

 - using paints or chemicals on the premises that go onto or cause odours on adjoining land
 - making loud noises
 - allowing large amounts of water to escape onto adjoining land
 - (c) interfere with the reasonable peace, comfort or privacy of a neighbour of the tenant; or
 - (d) allow another person on the premises to interfere with the reasonable peace, comfort or privacy of a neighbour of the tenant.

22 Number of occupants allowed

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

23 Body corporate by-laws - s 69

- (1) The lessor must give the tenant a copy of any body corporate by-laws applicable to -
 - (a) the occupation of the premises; or
 - (b) any common area available for use by the tenant with the premises.
- (2) The tenant must comply with the body corporate by-laws.
- (3) Subclause (1) does not apply if -
 - (a) this agreement has the effect of continuing the tenant's right to occupy the premises under an earlier residential tenancy agreement; and
 - (b) the lessor gave the tenant a copy of the body corporate by-laws in relation to the earlier agreement.

Subdivision 2 Standard of premises

24 Lessor's obligations - s 185

- (1) At the start of the tenancy, the lessor must ensure -
 - (a) the premises are clean; and
 - (b) the premises are fit for the tenant to live in; and
 - (c) the premises are in good repair; and
 - (d) the lessor is not in breach of a law dealing with issues about the health or safety of persons using or entering the premises; and
 - (e) the premises otherwise comply with any prescribed minimum housing standards applying to the premises.
- (2) While the tenancy continues, the lessor must -
 - (a) maintain the premises in a way that the premises remain fit for the tenant to live in; and
 - (b) maintain the premises in good repair; and
 - (c) ensure any law dealing with issues about the health or safety of persons using or entering the premises is complied with; and
 - (d) keep any common area included in the premises clean; and
 - (e) ensure the premises otherwise comply with any prescribed minimum housing standards applying to the premises.
- (3) However, the lessor is not required to comply with subclause (1)(c) or (2)(a) for any non-standard items and the lessor is not responsible for their maintenance if -
 - (a) the lessor is the State; and
 - (b) the non-standard items are stated in this agreement and this agreement states the lessor is not responsible for their maintenance; and
 - (c) the non-standard items are not necessary and reasonable to make the premises a fit place in which to live; and

- (d) the non-standard items are not a risk to health or safety; and
- (e) for fixtures - the fixtures were not attached to the premises by the lessor.

- (4) In this clause -

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

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

25 Tenant's obligations generally - s 188

- (1) The tenant must keep the premises clean, having regard to their condition at the start of the tenancy.
- (2) The tenant must not maliciously damage, or allow someone else to maliciously damage, the premises.
- (3) The tenant's obligations under this clause do not apply to the extent the obligations would have the effect of requiring the tenant to repair, or compensate the lessor for, damage to the premises caused by an act of domestic violence experienced by the tenant.

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

Subdivision 3 The dwelling

26 Fixtures or structural changes - ss 207-209

- (1) The tenant may attach a fixture, or make a structural change, to the premises only if -
 - (a) the tenant gives the lessor a request, in the approved form, for approval to attach the fixture or make the structural change; and
 - (b) the lessor agrees to the request; and
 - (c) for body corporate premises—the body corporate agrees to the request; and
 - (d) the fixture is attached, or structural change is made, in accordance with the lessor's agreement.

Note - Fixtures are generally items permanently attached to land or to a building that are intended to become part of the land or building. Attaching a fixture may include, for example, gluing, nailing or screwing the fixture to a wall.

- (2) The lessor must -
 - (a) decide the request -
 - (i) within 28 days after receiving the request; or
 - (ii) if the premises are not body corporate premises—within a longer period, if agreed to by the tenant and lessor; and
 - (b) advise the tenant of the lessor's decision; and
 - (c) if the lessor agrees to the request and the premises are body corporate premises -
 - (i) state that the lessor's agreement is subject to the agreement by the body corporate; and
 - (ii) give the request to the body corporate within 28 days after receiving the request; and
 - (iii) advise the tenant as soon as reasonably practicable of the body corporate's decision about the request.
- (3) If the lessor agrees to the request, the lessor must give the tenant an agreement that -
 - (a) is in writing; and
 - (b) describes the nature of the fixture or structural change; and
 - (c) states any conditions of the agreement, including any conditions given by the body corporate.

Examples of conditions -

- that the tenant must maintain the fixture in a particular way
- that the tenant must remove the fixture and must repair damage caused by removing the fixture
- that the lessor must compensate the tenant for the fixture if the tenant can not remove it

- (4) The tenant must comply with any conditions of the agreement given by the lessor or body corporate.

- (5) In this clause—
body corporate premises means premises –
 (a) that are part of a body corporate scheme; and
 (b) for which, under a body corporate law or body corporate by-law, the approval of the body corporate is required for the attachment of a fixture, or the making of a structural change, to the premises.

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

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

28 Supply of locks and keys - s 210

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

29 Changing locks - ss 211 and 212

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

Subdivision 4 Damage and repairs

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

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

31 Nominated repairer for emergency repairs - s 216

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

32 Notice of damage - s 217

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

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

33 Emergency repairs arranged by tenant - ss 218 and 219

- (1) The tenant may arrange for a suitably qualified person to make emergency repairs of the premises or apply to the tribunal under section 221 for orders about the repairs if –
(a) the tenant has been unable to notify the lessor or nominated repairer of the need for the repairs; or
(b) the repairs are not made within a reasonable time after notice is given.

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

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

Note – For how the tenant may require reimbursement for the repairs, see sections 219(2) and (3) and 220 and the information statement.

Subdivision 5 Pets

34 Keeping pets and other animals at premises – ss 184B and 184G

- (1) The tenant may keep a pet or other animal at the premises only with the approval of the lessor.
(2) However, the tenant may keep a working dog at the premises without the lessor's approval.
(3) The tenant has the approval of the lessor to keep a pet at the premises if keeping the pet at the premises is consistent with item 19.

Notes –

- 1 If item 19 states 2 cats, the tenant is approved by the lessor to keep up to 2 cats at the premises.
2 For additional approvals to keep a pet at the premises see clause 36.

- (4) An authorisation to keep the pet or working dog at the premises continues for the life of the pet or working dog and is not affected by any of the following matters –
(a) the ending of this agreement, if the tenant continues occupying the premises under a new agreement;
(b) a change in the lessor or lessor's agent;
(c) for a working dog – the retirement of the dog from the service the dog provided as a working dog.
(5) An authorisation to keep a pet, working dog or other animal at the premises may be restricted by a body corporate by-law or other law about keeping animals at the premises.

Examples –

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

35 Tenant responsible for pets and other animals - s 184C

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

36 Request for approval to keep pet – ss 184D and 184E

- (1) The tenant may, using the approved form, request the lessor's approval to keep a stated pet at the premises.
(2) The lessor must respond to the tenant's request within 14 days after receiving the request.

- (3) The lessor's response to the request must be in writing and state –
(a) whether the lessor approves or refuses the tenant's request; and
(b) if the lessor approves the tenant's request subject to conditions – the conditions of the approval; and
Note – See clause 37 for limitations on conditions of approval to keep a pet at the premises.
(c) if the lessor refuses the tenant's request –
(i) the grounds for the refusal; and
(ii) the reasons the lessor believes the grounds for the refusal apply to the request.
(4) The lessor may refuse the request for approval to keep a pet at the premises only on 1 or more of the following grounds –
(a) keeping the pet would exceed a reasonable number of animals being kept at the premises;
(b) the premises are unsuitable for keeping the pet because of a lack of appropriate fencing, open space or another thing necessary to humanely accommodate the pet;
(c) keeping the pet is likely to cause damage to the premises that could not practicably be repaired for a cost that is less than the amount of the rental bond for the premises;
(d) keeping the pet would pose an unacceptable risk to the health and safety of a person, including, for example, because the pet is venomous;
(e) keeping the pet would contravene a law;
(f) keeping the pet would contravene a body corporate by-law applying to the premises;
(g) if the lessor proposed reasonable conditions for approval and the conditions comply with clause 37 – the tenant has not agreed to the conditions;
(h) the animal stated in the request is not a pet as defined in section 184A;
(i) another ground prescribed by a regulation under section 184E(1)(j).
(5) The lessor is taken to approve the keeping of the pet at the premises if –
(a) the lessor does not comply with subclause (2); or
(b) the lessor's response does not comply with subclause (3).

37 Conditions for approval to keep pet at premises – s 184F

- (1) The lessor's approval to keep a pet at the premises may be subject to conditions if the conditions –
(a) relate only to keeping the pet at the premises; and
(b) are reasonable having regard to the type of pet and the nature of the premises; and
(c) are stated in the written approval given to the tenant under clause 36(3).
(2) Without limiting subclause (1)(b), the following conditions of the lessor's approval are taken to be reasonable –
(a) if the pet is not a type of pet ordinarily kept inside – a condition requiring the pet to be kept outside at the premises;
(b) if the pet is capable of carrying parasites that could infest the premises – a condition requiring the premises to be professionally fumigated at the end of the tenancy;
(c) if the pet is allowed inside the premises – a condition requiring carpets in the premises to be professionally cleaned at the end of the tenancy.
(3) A condition of the lessor's approval to keep a pet at the premises is void if the condition –
(a) would have the effect of the lessor contravening section 171 or 172; or
(b) would, as a term of this agreement, be void under section 173; or
(c) would increase the rent or rental bond payable by the tenant; or
(d) would require any form of security from the tenant.

- (4) For subclause (2), the premises are professionally fumigated, and carpets are professionally cleaned, if the fumigation and cleaning are done to a standard ordinarily achieved by businesses selling those services.

Division 7 Restrictions on transfer or subletting by tenant

38 General - ss 238 and 240

- (1) Subject to clause 39, the tenant may transfer all or a part of the tenant's interest under this agreement, or sublet the premises, only if –
 - (a) the lessor agrees in writing to the transfer or subletting; or
 - (b) the transfer or subletting is made under an order of the tribunal.
- (2) The lessor must act reasonably in failing to agree to the transfer or subletting.
- (3) The lessor is taken to act unreasonably in failing to agree to the transfer or subletting if the lessor acts in a capricious or retaliatory way.
- (4) The lessor or the lessor's agent must not require the tenant to pay, or accept from the tenant, an amount for the lessor's agreement to a transfer or subletting by the tenant, other than an amount for the reasonable expenses incurred by the lessor in agreeing to the transfer or subletting.

39 State assisted lessors or employees of lessor - s 237

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

Division 8 When agreement ends

40 Ending of agreement - s 277

- (1) This agreement ends only if –
 - (a) the lessor and tenant agree, in a separate written document, to end this agreement; or
 - (b) the lessor gives a notice to leave premises to the tenant under section 326 and the tenant hands over vacant possession of the premises to the lessor on or after the handover day stated in the notice; or
 - (c) the tenant gives a notice of intention to leave premises to the lessor under section 327 and hands over vacant possession of the premises to the lessor on or after the handover day stated in the notice; or
 - (d) the tenant vacates, or is removed from, the premises after receiving a notice from a mortgagee or appointed person under section 317; or
 - (e) the tenant abandons the premises and the period for which the tenant paid rent has ended; or
 - (f) the tribunal makes an order terminating this agreement.
- (2) Also, this agreement ends for a sole tenant if –
 - (a) the tenant gives the lessor a notice ending tenancy interest and hands over vacant possession of the premises; or
Note – See chapter 5, part 1, division 3, subdivision 2A of the Act for the obligations of the lessor and tenant relating to a notice ending tenancy interest.
 - (b) the tenant dies.
Note – See section 324A for when this agreement ends if a sole tenant dies.

41 Condition premises must be left in - s 188

- (1) At the end of the tenancy, the tenant must leave the premises, as far as possible, in the same condition they were in at the start of the tenancy, fair wear and tear excepted.
Examples of what may be fair wear and tear –
 - wear that happens during normal use
 - changes that happen with ageing
- (2) The tenant's obligation mentioned in subclause (1) does not apply to the extent the obligation would have the effect of requiring the tenant to repair, or compensate the lessor for, damage to the premises caused by an act of domestic violence experienced by the tenant.
 For more information visit the Domestic violence in a rental property webpage on the RTA website.

42 Keys

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

43 Tenant's forwarding address - s 205

- (1) When handing over possession of the premises, the tenant must, if the lessor or lessor's agent asks the tenant in writing to state the tenant's new residential address, tell the lessor or lessor's agent the tenant's new residential address.
- (2) However, subclause (1) does not apply if –
 - (a) the tenant has a reasonable excuse for not telling the lessor or lessor's agent the new address; or
 - (b) after experiencing domestic violence, the tenant ended the tenant's interest in this agreement, under chapter 5, part 1, division 3, subdivision 2A of the Act.
 For more information visit the Domestic violence in a rental property webpage on the RTA website.

44 Exit condition report - s 66

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

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

- (1) The tenant must take all of the tenant's belongings from the premises at the end of the tenancy.
- (2) The lessor may not treat belongings left behind as the lessor's own property, but must deal with them under sections 363 and 364.

Division 9 Miscellaneous

46 Supply of goods and services - s 171

- (1) The lessor or the lessor's agent must not require the tenant to buy goods or services from the lessor, the lessor's agent or a person nominated by the lessor or lessor's agent.
- (2) Subclause (1) does not apply to -
 - (a) a requirement about a service charge; or
 - (b) a condition of an approval to keep a pet if the condition -
 - (i) requires the carpets to be cleaned, or the premises to be fumigated, at the end of the tenancy; and
 - (ii) complies with clause 37; and
 - (iii) does not require the tenant to buy cleaning or fumigation services from a particular person or business.

47 Lessor's agent - s 206

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

Note - See also sections 24 and 25

48 Notices

- (1) A notice under this agreement must be written and, if there is an approved form for the notice, in the approved form.
- (2) A notice from the tenant to the lessor may be given to the lessor's agent.
- (3) A notice may be given to a relevant party -
 - (a) by giving it to the relevant party personally; or
 - (b) if an address for service for the relevant party is stated in item 1, 2 or 3 - by leaving it at the address; or sending it by prepaid post as a letter to the address; or
 - (c) if an electronic address for a type of electronic communication for the relevant party is stated in item 1, 2 or 3 and item 4 indicates that a notice may be given by that type of electronic communication - by sending it by electronic communication to the electronic address in accordance with the *Electronic Transactions (Queensland) Act 2001*.

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

- (4) If no address for service is stated in item 2 for the tenant, the tenant's address for service is taken to be the address of the premises.
- (5) A relevant party may change their address for service, or electronic address only by giving notice to each other relevant party of their new address for service, or a new electronic address.
- (6) On the giving of a notice of a new address for service, or new electronic address for a relevant party, the address for service, or electronic address stated in the notice is taken to be the relevant party's address for the relevant item in this agreement.
- (7) A relevant party may withdraw their consent to notices being given to them by electronic communication, or to a specific electronic address, only by giving notice to each other relevant party that notices are no longer to be given to the relevant party electronically, or to that electronic address.
- (8) Unless the contrary is proved -
 - (a) a notice left at an address for service is taken to have been received by the person to whom the address relates when the notice was left at the address; and
 - (b) a notice sent by post is taken to have been received by the person to whom it was addressed when it would have been delivered in the ordinary course of post; and

- (c) a notice sent by electronic communication to an electronic address is taken to have been received by the recipient -
 - (i) if the type of electronic communication is email - when the email enters the recipient's email server; or
 - (ii) if the type of electronic communication is facsimile - when the sender's facsimile machine produces a transmission report indicating all pages of the notice have been successfully sent; or
 - (iii) otherwise - at the time stated in the *Electronic Transactions (Queensland) Act 2001*, section 24.
- (9) In this clause -

relevant party means -

 - (a) the lessor; or
 - (b) the tenant; or
 - (c) if there is an agent of the lessor - the lessor's agent.

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

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

Additional Occupants:
The tenant agrees to notify the agent and seek approval in writing before anyone else is to move into the property, they also agree to pay the administration fee for the change of tenancy agreement to the sum of \$250.00 plus GST.

Maintenance and repairs:
All maintenance requests must come through Tapi, you can scan the QR code under your sink to get to this or you can reach it via from www.wingsre.com.au/tenants

Operating a business:
The tenant acknowledges that they will not run a business from the premises unless stated otherwise in writing

Names of Approved Occupants:

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

 **Other languages:** You can access a [free interpreter service](#) by calling the RTA on 1300 366 311 (Monday to Friday, 8:30am to 5:00pm).

Signature of lessor/agent

Name/trading name
Wings Real Estate Pty Ltd

Signature

Date / /

Signature of tenant 1

Print name
Liana Pearlless

Signature

Date / /

Signature of tenant 2

Print name
Te Aorangi Pearlless

Signature

Date / /

Signature of tenant 3

Print name

Signature

Date / /

Special Terms

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

49 Occupation and use of premises

The tenant must not permit persons other than the persons nominated as approved occupants in Part 1 of this agreement to reside at the premises without the written consent of the lessor. The lessor must act reasonably in exercising the lessor's discretion when determining whether or not to consent to a request by the tenant for any change to the approved tenants or occupants.

50 Subletting via online home sharing platforms

The use of online home sharing platforms, such as AirBnB, which grant exclusive possession of the property, or any part thereof, to guests, shall be deemed to be subletting of the property and require compliance with clause 38.

51 Care of the premises by the tenant

- (1) During the tenancy, the tenant must-
 - (a) not do anything that might block any plumbing or drains on the premises;
 - (b) keep all rubbish in the bin provided by the local authority in an area designated by the lessor or as the local authority may require;
 - (c) put the bin out for collection on the appropriate day for collection and return the bin to its designated place after the rubbish has been collected;
 - (d) maintain the lawns and gardens at the premises having regard to their condition at the commencement of the tenancy, including mowing the lawns, weeding the gardens and watering the lawns and gardens (subject to council water restrictions);
 - (e) subject to the lessor's obligations under clause 24(1)(e) and 24(2)(e), keep the premises free from pests and vermin, having regard to the condition of the premises at the commencement of the tenancy;
 - (f) keep the walls, floors, doors and ceilings of the premises free of nails, screws or adhesive substances, unless otherwise agreed to by the lessor in accordance with clause 26;
 - (g) keep the swimming pool, filter and spa equipment (if any) clean and at the correct chemical levels having regard to their condition at the start of the tenancy;
 - (h) not interfere with nor make non-operational any facility that may be provided with the premises (eg. smoke alarms, fire extinguishers, garden sprinkler systems, hoses etc).
- (2) The obligations of the tenant at the end of the tenancy regarding the conditions of the premises include-
 - (a) if the carpets were cleaned to a certain standard at the start of the tenancy, the tenant must ensure the carpets are cleaned to the same standard, fair wear and tear excepted, at the end of the tenancy. For the sake of clarity, a special term or condition for approval to keep a pet at the premises requiring carpets in the premises to be professionally cleaned at the end of the tenancy overrides this special term;
 - (b) if the property was free of pests and vermin at the start of the tenancy, the tenant must ensure the property meets the same standard at the end of the tenancy. For the sake of clarity, a special term or condition for approval to keep a pet at the premises requiring the premises to be professional fumigated at the end of the tenancy overrides this special term;
 - (c) repairing the tenant's intentional or negligent damage to the premises or inclusions;
 - (d) returning the swimming pool, filter and spa equipment (if any) to a clean condition with correct chemical levels having regard to their condition at the start of the tenancy;
 - (e) replacing inclusions damaged during the tenancy having regard to their condition at the start of the tenancy, fair wear and tear excepted;
 - (f) mowing lawns, weeding gardens having regard to their condition at the start of the tenancy;
 - (g) remove all property other than that belonging to the lessor or on the premises at the start of the tenancy.

52 Photographs of the property during an inspection

- (1) The tenant consents to photographs being taken of the property during an inspection arranged by the lessor or the lessor's agent in accordance with section 192(1)(a), for the purposes of documenting the condition of the property at the time of the inspection.
- (2) For the sake of clarity, if any photographs taken during an inspection of the property show something belonging to the tenant, the lessor or lessor's agent must obtain the tenant's written consent in order to use the photographs in an advertisement for the property in accordance with section 203.

53 Locks and keys

- (1) The lessor may claim from the tenant costs incurred by the lessor as a result of the tenant losing any key, access keycard or remote control relating to the premises which has been provided to the tenant (by the lessor, a body corporate or other person), including costs in connection with:
 - (a) replacing the key, access keycard or remote control; and
 - (b) gaining access to the premises.
- (2) The tenant acknowledges that the lessor's agent may retain a duplicate set of keys.
- (3) If a tenant changes a lock at the premises in accordance with clause 29, the tenant must immediately provide the lessor and/or lessor's agent with the key for the changed lock unless clauses 29(4)(a) or (b) are applicable regarding the provision of the key.
- (4) If a tenant changes a lock under clause 29(2) and gives the key to the lessor in accordance with clause 29(5), the tenant agrees for the key to be given to the lessor's agent.

Special Terms *continued...*

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

54 Liability excluded

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

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

as a direct or indirect result of the tenant's negligent acts or omissions.

55 Lessor's insurance

(1) If the lessor does have insurance cover the tenant must not do, or allow anything to be done, that would invalidate the lessor's insurance policy for the premises or increase the lessor's premium in relation to that policy.

- (2) The lessor may claim from the tenant -
 - (a) any increase in the premium of the lessor's insurance; and
 - (b) any excess on claim by the lessor on the lessor's insurance; and
 - (c) any other cost and expenses incurred by the lessor;
 as a direct or indirect result of the tenant's negligent acts or omissions.

56 Tenant's insurance

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

57 Smoke alarm obligations

The tenant must-

- (1) Test each smoke alarm in the premises-
 - (a) at least once every 12 months; or
 - (b) if a fixed term tenancy is of less than 12 months duration, but is held over under a periodic tenancy of 12 months or more, at least once in the 12 month period;
 - (i) For an alarm that can be tested by pressing a button or other device to indicate whether the alarm is capable of detecting smoke - by pressing the button or other device;
 - (ii) Otherwise, by testing the alarm in the way stated in the Information Statement (RTA Form 17a) provided to the tenant/s at the commencement of the tenancy.
- (2) Replace each battery that is spent, or that the tenant/s is aware of is almost spent, in accordance with the Information Statement provided to the tenant/s at the commencement of the tenancy;
- (3) Advise the lessor as soon as practicable if the tenant/s become/s aware that a smoke alarm in the premises has failed or is about to fail (other than because the battery is spent or almost spent); and

Note: In interpreting the word "spent" when referring to a battery, the term is used to include reference to a battery which is flat, non-functioning or lacking in charge that it does not properly operate the smoke alarm.
- (4) Clean each smoke alarm in the premises in the way stated in the Information Statement provided to the tenant/s at the commencement of the tenancy:
 - (a) at least once every 12 months; or
 - (b) if a fixed term tenancy is of less than 12 months duration, but is held over under a periodic tenancy of 12 months or more, at least once in the 12 month period;

In the event that the tenant/s engages a contractor/tradesperson (as listed in Item 18) to meet the tenant/s obligations listed under this special term, such engagement shall be at the tenant/s' own cost and expense.
- (5) Not tamper with or otherwise render a smoke alarm inoperative. Such an act will constitute malicious damage in accordance with section 188 of the Act.

58 Portable pool obligations

- (1) The tenant must-
 - (a) Obtain the lessor's consent for a portable pool at the premises of a depth of 300mm or greater;
 - (b) Where consent is to be provided by the lessor to the tenant for the use of a portable pool at the premises of a depth of 300mm or greater, provide the lessor and/or the agent with details of the type and description of the proposed portable pool.
- (2) Where consent is provided by the lessor to the tenant for the use of a portable pool at the premises of a depth of 300mm or greater, the tenant agrees to:
 - (a) Maintain and repair the portable pool at the tenant's own expense;
 - (b) In accordance with the *Building Act 1975* obtain, maintain and renew a Pool Safety Certificate for a regulated pool, which includes a requirement for a compliant pool fence and, provide a copy of the Pool Safety Certificate to the lessor and/or agent;
 - (c) Where a compliant pool fence is required for a regulated pool, obtain the lessor's consent regarding a proposed fence in accordance with clause 26 of the standard terms;
 - (d) In circumstances where consent is provided to the tenant by the lessor in accordance with clause 26 of the standard terms, construct and maintain the fence as required by the *Building Act 1975*, at the tenant's own expense.
- (3) In accordance with special term 58(1) and 58(2), where consent is provided by the lessor to the tenant for a portable pool of a depth of 300mm or greater and/or as prescribed by the *Building Act 1975*, the tenant hereby agrees to indemnify and hold harmless the lessor and agent for any loss, claim, suit or demand, brought, caused or contributed to, directly or indirectly, by the portable pool.

Special Terms *continued...*

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

59 Pets

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

- (1) In addition to clause 34(3), the lessor approves a pet as stated in Item 19 of this agreement to be kept inside a dwelling on the premises, conditional on:
 - (a) if the pet is capable of carrying parasites that could infest the premises, the premises being professionally fumigated at the end of the tenancy; and
 - (b) the carpets in the premises being professionally cleaned at the end of the tenancy.

Note: For the purpose of this special term, a dwelling on the premises shall include any structure on the premises designed to be used as a residence for human habitation. A dwelling shall also include any enclosed area, room or structure attached to the dwelling, including but not limited to any garage, sunroom or enclosed veranda.

- (2) The premises are professionally fumigated and carpets are professionally cleaned, if the fumigation and cleaning are done to a standard ordinarily achieved by businesses selling those services.
- (3) For the sake of clarity, the conditions outlined in special term 59 relate only to the lessor's approval to keep a pet at the premises as stated in Item 19 of this agreement.
- (4) For requests for approval to keep a pet at the premises inconsistent with Item 19 of this agreement, see clauses 36 and 37 of this agreement and sections 184D to 184F of the Act.

60 Electronic Signing

- (1) Electronic Signature means an electronic method of signing that identifies the person and indicates their intention to sign this agreement;
- (2) If this agreement is signed by any party or the lessor's agent using an Electronic Signature, the tenant and the lessor:
 - (a) agree to enter into this agreement in electronic form; and
 - (b) consent to either, or both parties, or the lessor's agent signing this agreement using an Electronic Signature.

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