

Seller disclosure statement



Queensland
Government

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 **Ryan Guy Drolc**

Property address
(referred to as the “property” in this statement) **3/3 RAILWAY PARADE, NUNDAH QLD 4012**

Lot on plan description **LOT 3 SP196815**

Community titles scheme or BUGTA scheme:	Is the property part of a community titles scheme or a BUGTA scheme:
	☒ Yes ☐ No
	<i>If Yes, refer to Part 6 of this statement for additional information</i> <i>If No, please disregard Part 6 of this statement as it does not need to be completed</i>

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 <i>Land Title Act 1994</i> 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 affect the property after settlement. ☒ Yes ☐ No 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: <table border="1" data-bbox="973 510 1484 694"> <tr> <td>» the start and end day of the term of the lease:</td> <td>28/07/2026 to 25/01/2027</td> </tr> <tr> <td>» the amount of rent and bond payable:</td> <td>Rent \$2,993.04 monthly Bond \$2,700</td> </tr> <tr> <td>» whether the lease has an option to renew:</td> <td></td> </tr> </table> Other unregistered agreement in writing (if applicable) If the unregistered encumbrance is created by an agreement in writing, and is not an unregistered lease, a copy of the agreement is given, together with relevant plans, if any. ☐ Yes 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:	» the start and end day of the term of the lease:	28/07/2026 to 25/01/2027	» the amount of rent and bond payable:	Rent \$2,993.04 monthly Bond \$2,700	» whether the lease has an option to renew:	
» the start and end day of the term of the lease:	28/07/2026 to 25/01/2027						
» the amount of rent and bond payable:	Rent \$2,993.04 monthly Bond \$2,700						
» whether the lease has an option to renew:							
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> Gas, NBN and Telecommunications infrastructure affects the common property and or lot as per plans attached.						
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>) 01/08/2026 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 <i>(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)</i>: LMR2 Low-Medium Density Residential (2 or 3 storey mix)	
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 <i>If Yes, a copy of the notice, order, proposal or correspondence must be given by the seller.</i>	
Contamination and environmental protection	The property is recorded on the Environmental Management Register or the Contaminated Land Register under the <i>Environmental Protection Act 1994</i>. ☐ Yes ☒ No The following notices are, or have been, given: A notice under section 408(2) of the <i>Environmental Protection Act 1994</i> (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 <i>Environmental Protection Act 1994</i> (the property is a place or business to which an environmental enforcement order applies). ☐ Yes ☒ No A notice under section 347(2) of the <i>Environmental Protection Act 1994</i> (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 <i>Neighbourhood Disputes (Dividing Fences and Trees) Act 2011</i> affecting the property. ☐ Yes ☒ No <i>If Yes, a copy of the order or application must be given by the seller.</i>	
Heritage	The property is affected by the <i>Queensland Heritage Act 1992</i> or is included in the World Heritage List under the <i>Environment Protection and Biodiversity Conservation Act 1999</i> (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. If a community titles scheme or a BUGTA scheme – a shared pool is located in the scheme. Pool compliance certificate is given. OR Notice of no pool safety certificate is given.	☐ Yes ☒ No ☐ Yes ☒ No ☐ Yes ☐ No ☐ 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. <i>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.</i>	☐ Yes ☒ No
Notices and orders	There is an unsatisfied show cause notice or enforcement notice under the <i>Building Act 1975</i>, section 246AG, 247 or 248 or under the <i>Planning Act 2016</i>, section 167 or 168. 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. <i>If Yes, a copy of the notice or order must be given by the seller.</i>	☐ Yes ☒ No ☐ Yes ☒ No
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: \$521.86 Date Range: 01/07/2026-30/09/2026
	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: \$223.01 Date Range: 10/03/2026-01/06/2026
	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)

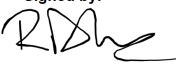
WARNING TO BUYER – If the property is part of a community titles scheme or a BUGTA scheme and you purchase the property, you will become a member of the body corporate for the scheme with the right to participate in significant decisions about the scheme and you will be required to pay contributions 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. ☒ Yes ☐ No (If Yes, complete the information below)
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 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.
Body Corporate Certificate	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 If No— An explanatory statement is given to the buyer that states: ☐ Yes » 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	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.

Building Units and Group Titles Act 1980	The property is included in a BUGTA scheme ☐ Yes ☒ No (If Yes, complete the information below)
Body Corporate Certificate	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 If No— An explanatory statement is given to the buyer that states: ☐ Yes » 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. 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

Signed by:

1C2D3A45D13E4FF...

Signature of seller

Signature of seller

Ryan Guy Drolc

Name of Seller

Name of Seller

13/8/2026

Date

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

Signature of buyer

Name of buyer

Name of buyer

Date

Date



Current Title Search

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Title Reference:	50698375	Search Date:	11/08/2026 19:05
Date Title Created:	17/12/2007	Request No:	57202559
Previous Title:	12399128		

ESTATE AND LAND

Estate in Fee Simple

LOT 3 SURVEY PLAN 196815

Local Government: BRISBANE CITY

COMMUNITY MANAGEMENT STATEMENT 37767

REGISTERED OWNER

Dealing No: 722431715 24/04/2023

RYAN GUY DROLIC

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 10026089 (POR 142)
2. MORTGAGE No 722431716 24/04/2023 at 14:19
WESTPAC BANKING CORPORATION A.C.N. 007 457 141

ADMINISTRATIVE ADVICES

NIL

UNREGISTERED DEALINGS

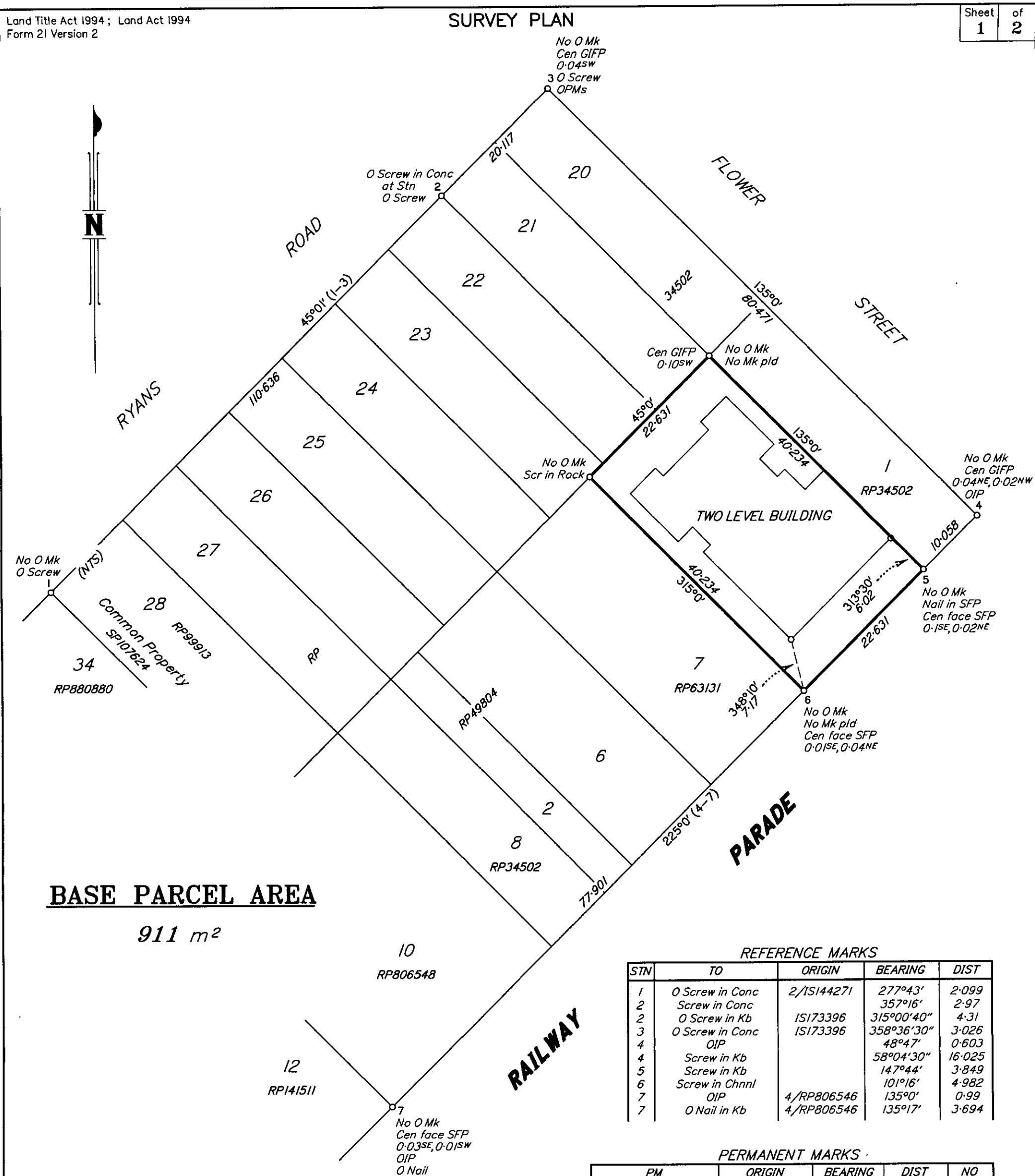
NIL

Caution - Charges do not necessarily appear in order of priority

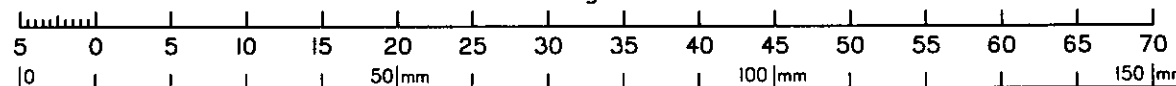
** End of Current Title Search **

Land Title Act 1994 ; Land Act 1994
 Form 21 Version 2

Sheet 1 of 2



Scale 1: 500 – Lengths are in Metres.



State copyright reserved.

I, John Richard Dawson hereby certify that the land comprised in this plan was surveyed by me personally and that the plan is accurate, that the said survey was performed in accordance with the Survey and Mapping Infrastructure Act 2003 and Surveyors Act 2003 and associated Regulations and Standards and that the said survey was completed on 13-12-2006.

13/12/06
 Date

[Signature]
 Cadastral Surveyor

**Plan of Lots 1-8
 & Common Property**

Cancelling Lot 6 on RP63131.

PARISH: **TOOMBUL**

COUNTY: **Stanley**

Meridian: *vide* RP806548

F/N's: **No**

Scale: **1:500**

Format: **BUILDING**

SP196815

Plan Status:

711231220\$783.90
30/11/2007 14:33**BE 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

PHU LAW SOLICITORS & CONSULTANTS
PO BOX 253
FT. VALLEY Qld 4000
Lodger Code 260

(Include address, phone number, reference, and Lodger Code)

1. Certificate of Registered Owners or Lessees.

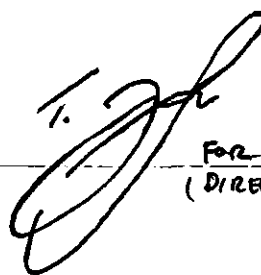
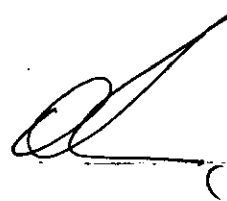
I/We DELSA DEVELOPMENTS PTY LTD
A.C.N. 091 483 519 TENANT IN COMMON
ZAM PROJECTS PTY LTD A.C.N. 108 396 774
TRUSTEE UNDER INSTRUMENT 709909322

(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

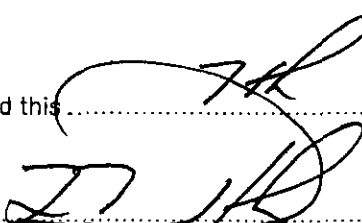

For ZAM PROJECTS P/L.
(DIRECTOR)
For DELSA DEVELOPMENTS P/L.
(DIRECTOR)

* Rule out whichever is inapplicable

2. Local Government Approval.

* **BRISBANE CITY COUNCIL**

hereby approves this plan in accordance with the :

% **INTEGRATED PLANNING ACT 1997**Date of Development Approval: **8-6-2006**Dated this  day of **November, 2007****LESLIE HOWARD ACWORTH**
Appointed Officer* Insert the name of the Local Government. % Insert Integrated Planning Act 1997 or
Insert designation of signatory or delegation Local Government (Planning & Environment) Act 1990

3. Plans with Community Management Statement :

CMS Number : **37767**
3 RAILWAY PARADE
Name : **VIEW COURT NO. 3**

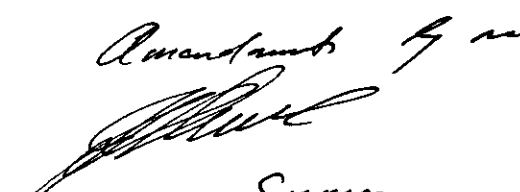
4. References :

Dept File :
Local Govt :
Surveyor : **2101**

6. Existing

Title Reference	Lot	Plan	Lots	Emts	Road
12399128	6	RP63131	1-8, COMM PROP		

Created


CAMERON Smeaton
16-2-07.

1-8, COMM PROP

POR 142

Lots

Orig

7. Portion Allocation :

8. Map Reference :

9543-33143

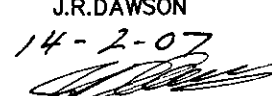
9. Locality :

NUNDAH

10. Local Government :

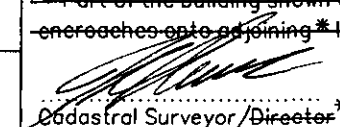
BRISBANE CITY COUNCIL

11. Passed & Endorsed :

By : **J.R. DAWSON**
Date : **14-2-07**
Signed : 
Designation : **Cadastral Surveyor**

12. Building Format Plans only.

I certify that :

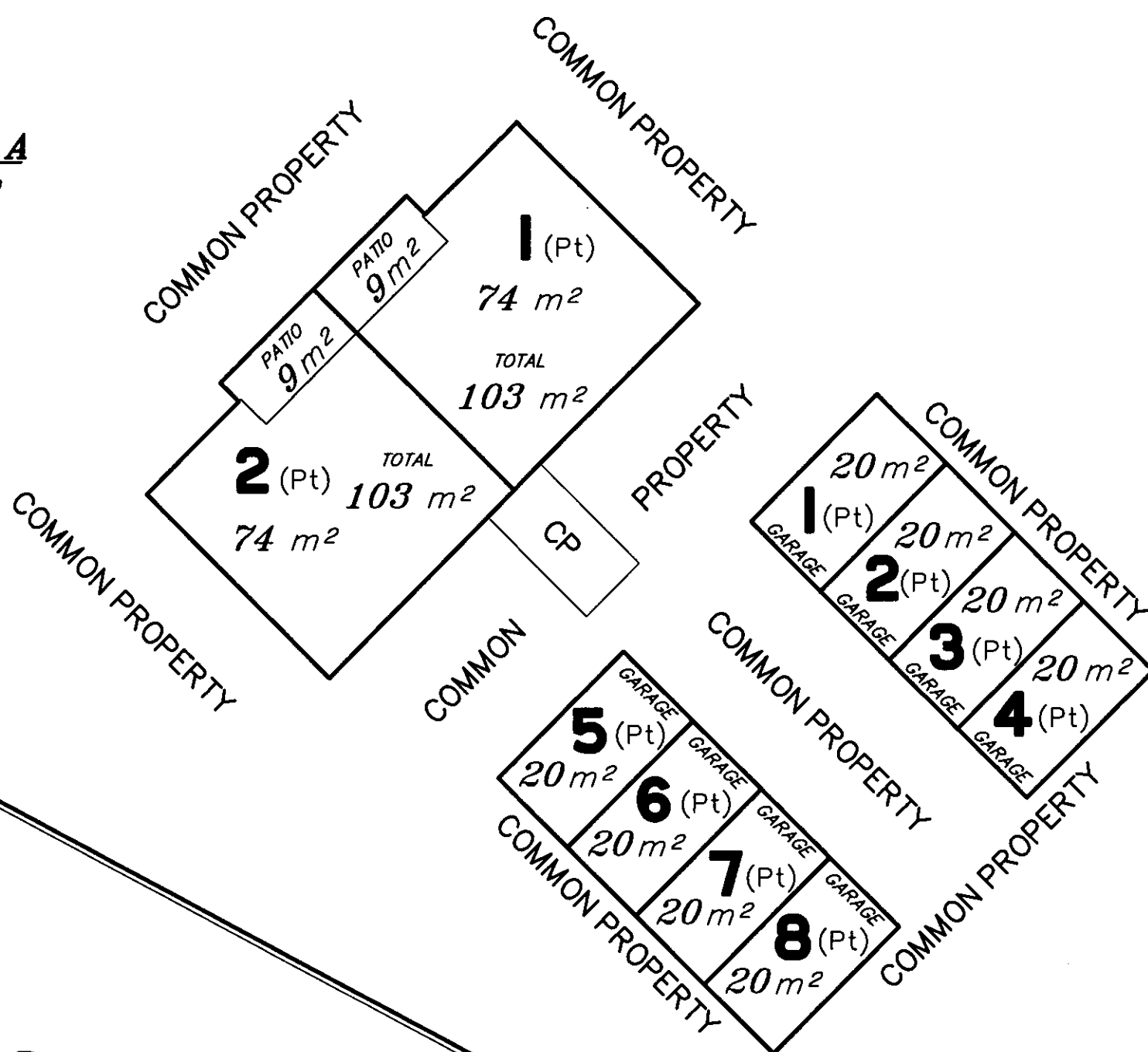
* As far as it is practical to determine, no part
of the building shown on this plan encroaches
onto adjoining lots or road;~~* Part of the building shown on this plan
encroaches onto adjoining lots and road~~Cadastral Surveyor/Director * Date **13/12/06**

*delete words not required

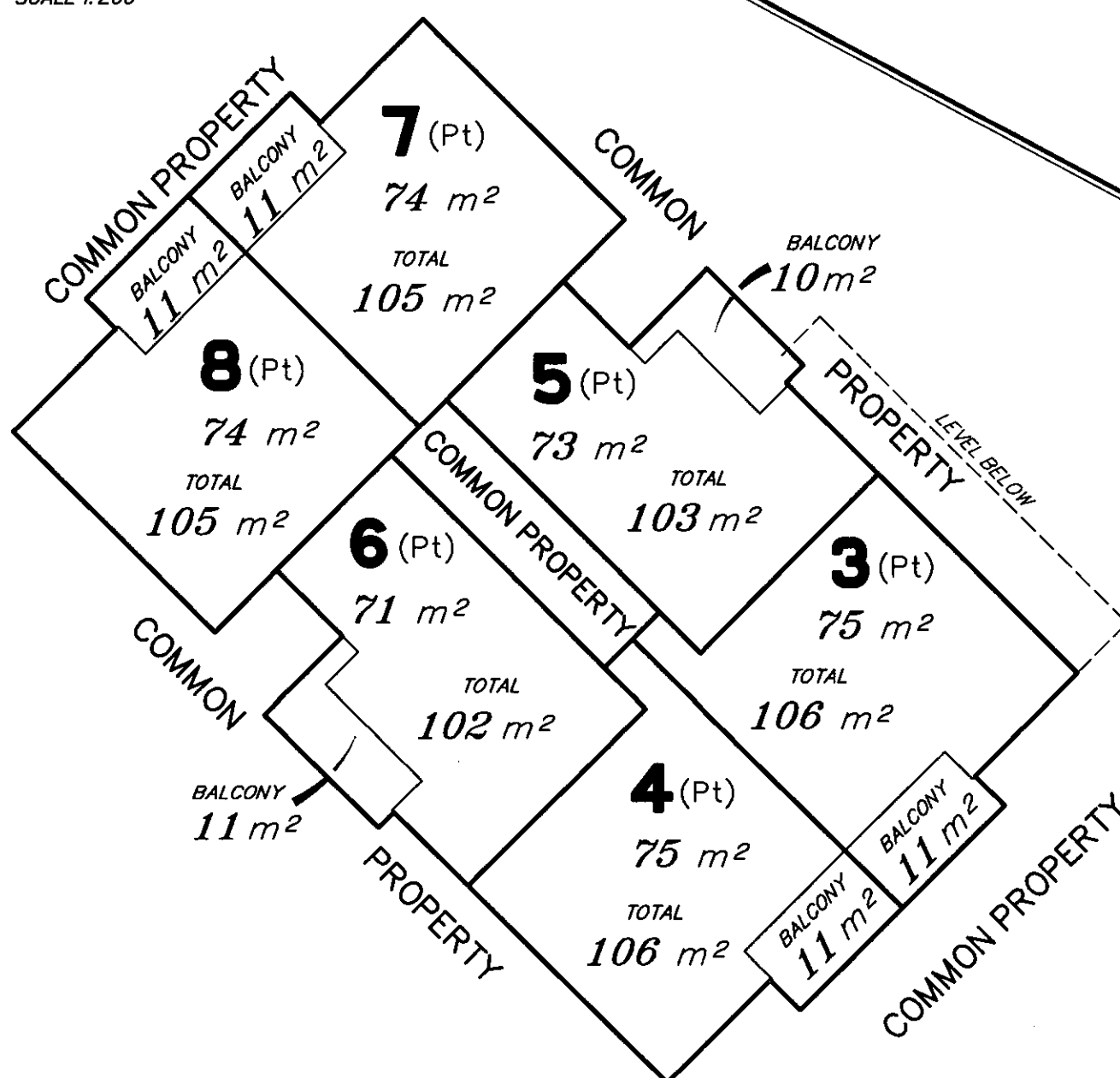
13. Lodgement Fees :

Survey Deposit \$
Lodgement \$
.....New Titles \$
Photocopy \$
Postage \$
TOTAL \$14. Insert
Plan
Number**SP196815**

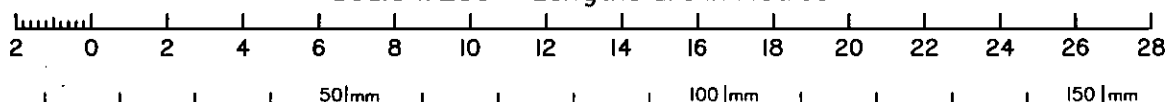
SCALE 1:200



SCALE 1:200



Scale 1: 200 – Lengths are in Metres.



State copyright reserved.

Insert
Plan
Number

SP196815



Map Key Area



You must immediately report any damage to the **nbn™** network that you are/become aware of. Notification may be by telephone - 1800 626 329.

QUEENSLAND LAND REGISTRY

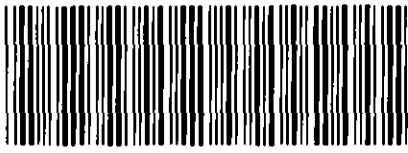
GENERAL REQUEST

FORM 14 Version 4

Land Title Act 1994, Land Act 1994 and Water Act 2000

Duty Imprint

Page 1 of 19



711231202

\$115.00

30/11/2007 14:30

BE 460

1. Nature of request

REQUEST TO RECORD FIRST COMMUNITY
MANAGEMENT STATEMENT FOR 3 RAILWAY
PARADE COMMUNITY TITLES SCHEME

Lodger (Name, address, E-mail & phone number)

PHV LAW SOLICITORS
P.O. BOX 253, FORTITUDE VALLEY Q 4006
phvlaw@tpg.com.au
Tel: (07) 3620 1111

Lodger
Code

260

2. Lot on Plan Description

LOT 6 ON RP 63131

County

STANLEY

Parish

TOOMBUL

Title Reference

12399128

3. Registered Proprietor/State Lessee

DELSA DEVELOPMENTS PTY LTD ACN 091 483 519 AND ZAM PROJECTS PTY LTD ACN 108 396 774
TRUSTEE UNDER INSTRUMENT 709909322

4. Interest

FEE SIMPLE

5. Applicant

DELSA DEVELOPMENTS PTY LTD ACN 091 483 519 AND ZAM PROJECTS PTY LTD ACN 108 396 774
TRUSTEE UNDER INSTRUMENT 709909322

6. Request

I hereby request that: THE FIRST CMS DEPOSITED HEREWITH BE RECORDED AS THE COMMUNITY
MANAGEMENT STATEMENT FOR 3 RAILWAY PARADE COMMUNITY TITLES SCHEME AND THAT P.O. BOX 253
FORTITUDE VALLEY QLD 4006 BE RECORDED AS THE ADDRESS FOR SERVICE OF THE BODY CORPORATE
FOR THE SCHEME.

7. Execution by applicant

29/11/07

Execution Date

Applicant's or Solicitor's Signature

Note: A Solicitor is required to print full name if signing on behalf of the Applicant

ANTONIO GIOVANNI PALELLA
SOLICITOR

Title Reference [Title Reference]

Page 1 of 8

QUEENSLAND LAND REGISTRY

FIRST/NEW COMMUNITY MANAGEMENT STATEMENT

CMS Version 2

Body Corporate and Community Management Act 1997

37767

This statement incorporates and must include the following:

A NEW STATEMENT MUST BE LODGED WITHIN THREE (3) MONTHS OF THE DATE OF CONSENT BY THE BODY CORPORATE

- 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

Office use only
 CMS LABEL NUMBER

1. Name of community titles scheme
~~VIEW COURT~~ **3 RAILWAY PARADE**
 VIEW COURT COMMUNITY TITLES SCHEME

2. Regulation module
 STANDARD

3. Name of body corporate
~~BODY CORPORATE FOR VIEW COURT~~ **3 RAILWAY PARADE**
 BODY CORPORATE FOR VIEW COURT COMMUNITY TITLES SCHEME

4. Scheme land

Lot on Plan Description	County	Parish	Title Reference
The Common Property of View Court 3 RAILWAY PARADE Community Titles Scheme			12399128
LOT 1 ON SP 196815	STANLEY	TOOMBUL	
LOT 2 ON SP 196815	STANLEY	TOOMBUL	
LOT 3 ON SP 196815	STANLEY	TOOMBUL	
LOT 4 ON SP 196815	STANLEY	TOOMBUL	
LOT 5 ON SP 196815	STANLEY	TOOMBUL	
LOT 6 ON SP 196815	STANLEY	TOOMBUL	
LOT 7 ON SP 196815	STANLEY	TOOMBUL	
LOT 8 ON SP 196815	STANLEY	TOOMBUL	

5. Name and address of original owner #
 DELSA DEVELOPMENTS PTY LTD ACN 091 483 519
 AND ZAM PROJECTS PTY LTD A.C.N. 108 396 774 AS
 TRUSTEE, C/- PO BOX 613, EVERTON PARK QLD 4053

6. Reference to plan lodged with this statement
 SP 196815

first community management statement only

7. Local Government community management statement notation

Trudy Whitlaw signed
TRUDY WHITLAW, SENIOR PLANNER name and designation
 BRISBANE CITY COUNCIL name of Local Government

8. Execution by original owner/Consent of body corporate

Execution Date

6/2/2007

*Execution

[Signature] (DIRECTOR)
[Signature] (DIRECTOR)
 TADEUS ZACHARYWA FOR
 ZAM PROJECTS PIL (ACN 108 396 774)
 DELSA DEVELOPMENTS PIL
 (ACN 091 483 519)

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

Privacy Statement

The information from this form is collected under the authority of the Body Corporate and Community Management Act 1997 and is used for the purpose of maintaining the publicly searchable registers in the land registry.

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
LOT 1 ON SP 196815	1	1
LOT 2 ON SP 196815	1	1
LOT 3 ON SP 196815	1	1
LOT 4 ON SP 196815	1	1
LOT 5 ON SP 196815	1	1
LOT 6 ON SP 196815	1	1
LOT 7 ON SP 196815	1	1
LOT 8 ON SP 196815	1	1
TOTALS	8	8

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

THE SCHEME LAND WILL NOT BE DEVELOPED IN STAGES

SCHEDULE C BY-LAWS

The by-laws are as follows:

Noise**1 Noise**

The occupier of a lot must not create noise likely to interfere with the peaceful enjoyment of a person lawfully on another lot or the common property.

2 Vehicles

(1) The occupier of a lot must not, without the body corporate's written approval:

- (a) park a vehicle, or allow a vehicle to stand on the common property; or
- (b) permit an invitee to park a vehicle, or allow a vehicle to stand, on the common property, except for the designated visitor parking which must remain available at all times for the sole use of visitors' vehicles.

(2) An approval under subsection (1) must state the period for which it is given, with the exception of designated visitor parking.

(3) However, the body corporate may cancel the approval by giving 7 days written notice to the occupier, with the exception of designated visitor parking.

3 Obstruction

The occupier of a lot must not obstruct the lawful use of the common property by someone else.

4 Damage to lawns etc

(1) The occupier of a lot must not, without the body corporate's written approval:

- (a) damage a lawn, garden, tree, shrub, plant or flower on the common property; or

(b) use a part of the common property as a garden.

(2) An approval under subsection (1) must state the period for which it is given.

(3) However, the body corporate may cancel the approval by giving 7 days written notice to the occupier.

5 Damage to common property

(1) An occupier of a lot must not, without the body corporate's written approval, mark, paint, drive nails, screws or other objects into, or otherwise damage or deface a structure that forms part of the common property.

(2) However, an occupier may install a locking or safety device to protect the lot against intruders, or a screen to prevent entry of animals or insects, if the device or screen is soundly built and is consistent with the colour, style and materials of the building.

(3) The owner of a lot must keep a device installed under subsection (2) in good order and repair.

6 Behaviour of invitees

An occupier of a lot must take reasonable steps to ensure that the occupier's invitees do not behave in a way likely to interfere with the peaceful enjoyment of another lot or the common property.

7 Leaving of rubbish etc on the property

The occupier of a lot must not leave rubbish or other materials on the common property in a way or place likely to interfere with the enjoyment of the common property by someone else.

8 Appearance of lot

(1) The occupier of a lot must not, without the body corporate's written approval, make a change to the external appearance of the lot unless the change is minor and does not detract from the amenity of the lot and its surrounds.

(2) The occupier of a lot must not, without the body corporate's written approval:

(a) hang washing, bedding, or another cloth article if the article is visible from another lot or the common property, or from outside the scheme land; or

(b) display a sign, advertisement, placard, banner, pamphlet or similar article if the article is visible from another lot or the common property, or from outside the scheme land; or

(3) This section does not apply to a lot created under a standard format plan of subdivision.

9 Storage of flammable materials

(1) The occupier of a lot must not, without the body corporate's written approval, store a flammable substance on the common property.

(2) The occupier of a lot must not, without the body corporate's written approval, store a flammable substance on the lot unless the substance is used or intended for domestic purposes.

(3) However, this section does not apply to the storage of fuel in:

(a) the fuel tank of a vehicle, boat or internal combustion engine; or

(b) a tank kept on a vehicle or boat in which the fuel is stored under the requirements of the law regulating the storage of flammable liquid.

10 Garbage disposal

- (1) Unless the body corporate provides some other ways of garbage disposal, the occupier of a lot must keep a receptacle for garbage in a clean and dry condition and adequately covered on the lot, or on a part of the common property designated by the body corporate for the purpose.
- (2) The occupier of a lot must:
 - (a) comply with all local government local laws about disposal of garbage; and
 - (b) ensure that the occupier does not, in disposing of garbage, adversely affect the health, hygiene or comfort of the occupier s of other lots.

11 Keeping of animals

- (1) The occupier of a lot must not, without the body corporate's written approval:
 - (a) bring or keep an animal on the lot or the common property; or
 - (b) permit an invitee to bring or keep an animal on the lot or the common property.
- (2) The occupier must obtain the body corporate's written approval before brining or permitting an invitee to bring an animal onto the lot or the common property.

Note that section 143 of the Body Corporate and Community Management Act 1997 provides as follows:

- 143 (1) A person mentioned in the Guide Dogs Act 1972, section 5, who is entitled to be on a lot included in a community titles scheme, or on the common property, is entitled to be accompanied by a guide dog while on the lot or common property.
- (2) Also, a person mentioned in subsection (1) who is the owner or occupier of a lot included in a community titles scheme is entitled to keep a guide dog on the lot.
- (3) A by-law cannot exclude or restrict a right given by this section.

12. Recovery of Costs (levies)

A proprietor shall pay on demand the whole of the Body Corporate costs and expenses (including Solicitor and own client costs) which amount shall be deemed to be a liquidated debt due, in recovering all and any levies or moneys duly levied upon such proprietor by the Body Corporate pursuant to the Act.

13. Power of Body Corporate Committee

The Body Corporate Committee may make rules relating to the common property not inconsistent with these by-laws and same shall be observed by the proprietors of lots unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Body Corporate.

14. Exclusive Use Areas

The body corporate shall execute all documents as may be required to register any exclusive use areas with the Department of Natural Resources and also to make authorised allocations in respect of common property.

- 1) The proprietors for the time being of Lot 1 shall be entitled to the exclusive use and enjoyment of that part of the common property allocated in Schedule E and identified on the sketch plan "A" annexed hereto and marked 1A, the proprietors for the time being of Lot 1 being responsible to keep that area in a clean and tidy condition and shall be responsible for the maintenance, cleaning, mowing, tidying and if necessary, replanting of all lawns and all other landscaping and other improvements located within that area.

- 2) If, for any reason the proprietors of Lot 1 do not keep that area in a clean and tidy condition and attend to maintenance, cleaning, mowing, tidying and if necessary replanting of all lawns and all other landscaping and other improvements located in that area, then in that event the body corporate shall attend to same as required and demand payment of any invoice relating to works or services carried out from the proprietor of Lot 1. The proprietor of Lot 1 shall attend to payment of same without delay.
- 3) The proprietors for the time being of Lot 2 shall be entitled to the exclusive use and enjoyment of that part of the common property allocated in Schedule E and identified on the sketch plan "A" annexed hereto and marked 2A, the proprietors for the time being of Lot 2 being responsible to keep that area in a clean and tidy condition and shall be responsible for the maintenance, cleaning, mowing, tidying and if necessary, replanting of all lawns and all other landscaping and other improvements located within that area.
- 4) If, for any reason the proprietors of Lot 2 do not keep that area in a clean and tidy condition and attend to maintenance, cleaning, mowing, tidying and if necessary replanting of all lawns and all other landscaping and other improvements located in that area, then in that event the body corporate shall attend to same as required and demand payment of any invoice relating to works or services carried out from the proprietor of Lot 2. The proprietor of Lot 2 shall attend to payment of same without delay.

15. Balconies and Terraces

All balconies and terraces shown on the approved drawings and documents are to remain unenclosed with no shutters, glazing, louvres or similar permanent structures other than those consistent with the relevant "Brisbane City Plan 2000 - Residential Code" and clearly depicted on the approved drawings.

SCHEDULE D	OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED
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LOT ON PLAN	STATUTORY EASEMENTS	SERVICES LOCATION DIAGRAM
LOT 1 ON SP 196815	STORMWATER MAIN, SEWER MAIN, ELECTRICAL CABLES, COMMUNICATION CABLES, WATER MAIN, GAS MAIN, SUPPORT, SHELTER	PAGE 8
LOT 2 ON SP 196820 ¹⁵	STORMWATER MAIN, SEWER MAIN, ELECTRICAL CABLES, COMMUNICATION CABLES, WATER MAIN, GAS MAIN, SUPPORT, SHELTER	PAGE 8
LOT 3 ON SP 196820 ¹⁵	STORMWATER MAIN, SEWER MAIN, ELECTRICAL CABLES, COMMUNICATION CABLES, WATER MAIN, GAS MAIN, SUPPORT, SHELTER	PAGE 8
LOT 4 ON SP 196820 ¹⁵	STORMWATER MAIN, SEWER MAIN, ELECTRICAL CABLES, COMMUNICATION CABLES, WATER MAIN, GAS MAIN, SUPPORT, SHELTER	PAGE 8
LOT 5 ON SP 196820 ¹⁵	STORMWATER MAIN, SEWER MAIN, ELECTRICAL CABLES, COMMUNICATION CABLES, WATER MAIN, GAS MAIN, SUPPORT, SHELTER	PAGE 8

LOT 6 ON SP 196815	STORMWATER MAIN, SEWER MAIN, ELECTRICAL CABLES, COMMUNICATION CABLES, WATER MAIN, GAS MAIN, SUPPORT, SHELTER	PAGE 8
LOT 7 ON SP 196815	STORMWATER MAIN, SEWER MAIN, ELECTRICAL CABLES, COMMUNICATION CABLES, WATER MAIN, GAS MAIN, SUPPORT, SHELTER	PAGE 8
LOT 8 ON SP 196815	STORMWATER MAIN, SEWER MAIN, ELECTRICAL CABLES, COMMUNICATION CABLES, WATER MAIN, GAS MAIN, SUPPORT, SHELTER	PAGE 8
COMMON PROPERTY ON SP 196815	STORMWATER MAIN, SEWER MAIN, ELECTRICAL CABLES, COMMUNICATION CABLES, WATER MAIN, GAS MAIN, SUPPORT, SHELTER	PAGE 8

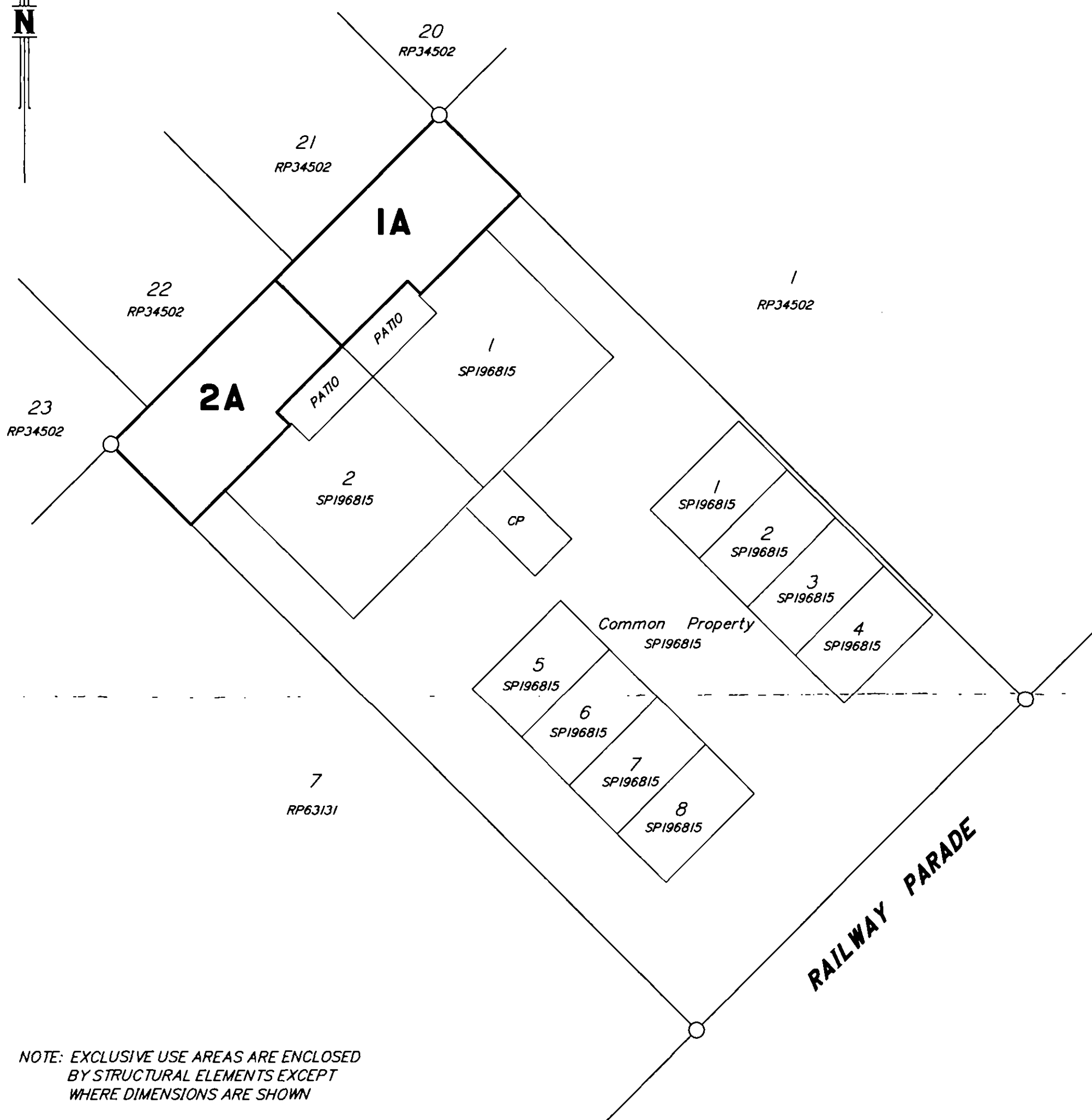
SCHEDULE E	DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY
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THE LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY ARE AS FOLLOWS:

Lot on Plan	Exclusive Use Areas
Lot 1 on SP 196815	Exclusive Use Area marked 1A on the annexed Plan of Exclusive Use marked Sketch "A".
Lot 2 on SP 196815	Exclusive Use Area marked 2A on the annexed Plan of Exclusive Use marked Sketch "A".

PLAN OF EXCLUSIVE USE

SKETCH A

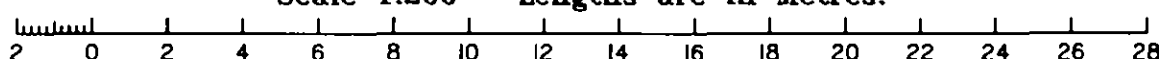


NOTE: EXCLUSIVE USE AREAS ARE ENCLOSED
BY STRUCTURAL ELEMENTS EXCEPT
WHERE DIMENSIONS ARE SHOWN

LEVEL A – SPI96815

'3 RAILWAY PARADE' – CMS

Scale 1:200 – Lengths are in Metres.



I, John Richard DAWSON, Cadastral Surveyor,
certify that the details shown on this sketch plan
are correct.

26/2/07
Date

Cadastral Surveyor

DESCRIPTION: '3 RAILWAY PARADE' – CMS
PLAN OF EXCLUSIVE USE AREA in
COMMON PROPERTY
LEVEL A – SPI96815

PARISH TOOMBUL

COUNTY Stanley

LOC. AUTH
BRISBANE C.C.

JOHN DAWSON Consulting Surveyor
15 KARALISE DRIVE, ROCHEDALE. 4123
Ph: (07) 3841 2674. Mobile: 0411 656 274 Fasc: (07) 3341 7949
Email: dawsonj@bigpond.net.au

DATE:
13/12/06

REF: 2101EX

FB:
LB:

MAP REF: 9543-33143

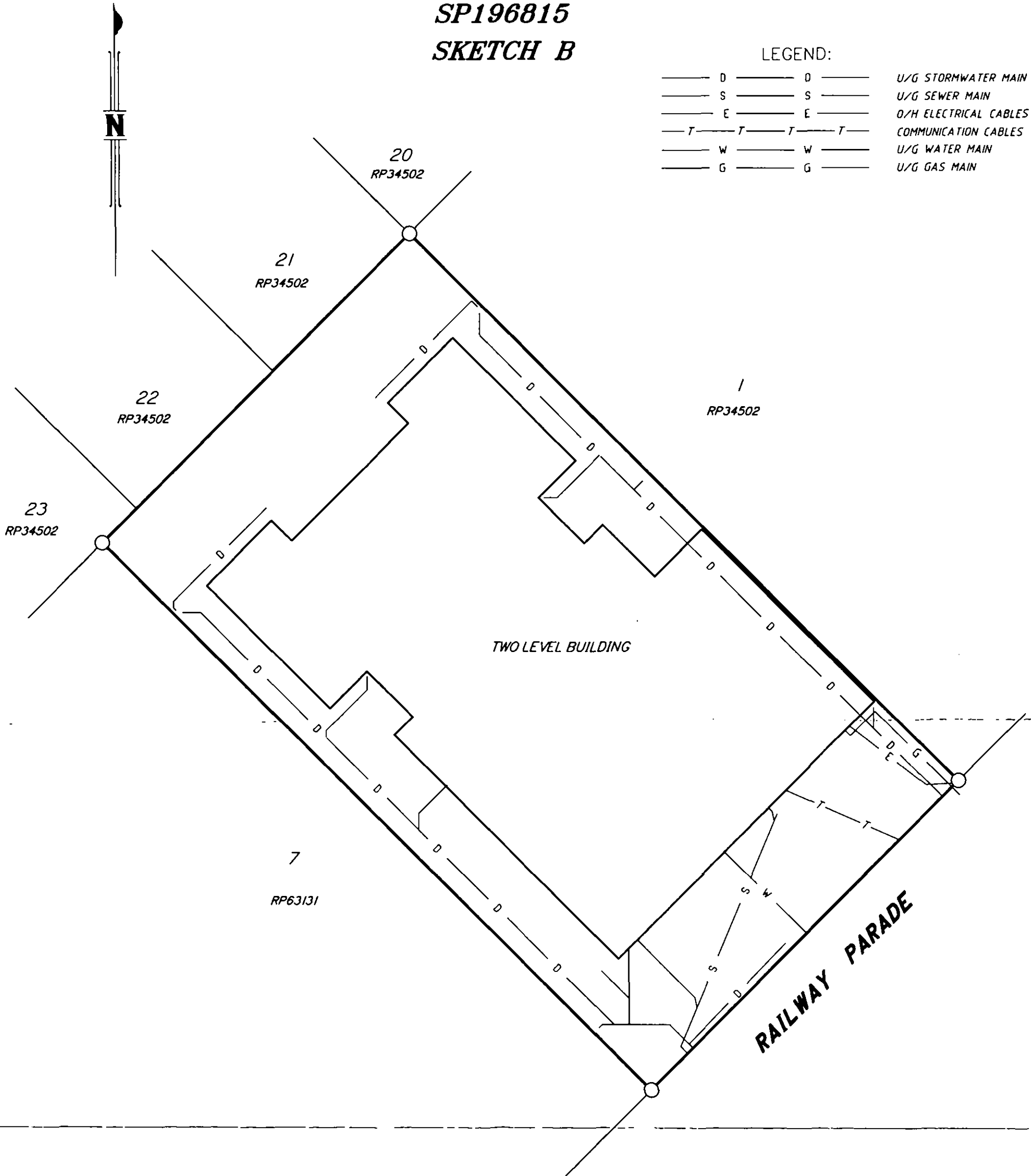
2101EXCL

SERVICES LOCATION DIAGRAM

SP196815

SKETCH B

Sheet
8
of
8

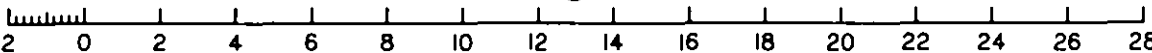


SERVICES LOCATION DIAGRAM

"3 RAILWAY PARADE"

SP196815

Scale 1:200 - Lengths are in Metres.



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 ...[Page 2](#)
- details of the property and community titles scheme ...[Page 3](#)
- by-laws and exclusive use areas ...[Page 4](#)
- lot entitlements and financial information ...[Page 5](#)
- owner contributions and amounts owing ...[Page 6](#)
- common property and assets ...[Page 8](#)
- insurance ...[Page 9](#)
- contracts and authorisations ...[Page 10](#)

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 ..12. / Aug / ..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 (Example – Seaview CTS 1234)

Body Corporate for 3 Railway Parade CTS 37767

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: *John Dsouza* Company: *Self Employed*
Phone: *0415275810* Email: *jdsou@gmail.com*

☐ No

Accessing records

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

☒ The body corporate manager named above.

☐ The following person:

Name: Role:
Phone: Email:

Property and community titles scheme details

Lot and plan details

Lot number:3.....

Plan type and number (Example – BUP 1234):SP 196815.....

Plan of subdivision: ☐ Standard Format ☒ Building Format ☐ Volumetric Format

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:

☐ Accommodation ☐ Commercial ☐ Small Schemes ☒ 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?

☐ Yes

☒ 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?

☒ Yes

☒ 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.
- ☐ The community management statement specifies the by-laws in Schedule 4 of the *Body Corporate and Community Management Act 1997* apply to the scheme.
- ☐ A consolidated set of the by-laws for the scheme is given with this certificate.

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
- ☐ No

If yes, the exclusive use by-laws or other allocations of common property for the schemes are:
(select all that apply)

- ☒ 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: one

Total contribution schedule lot entitlements for all lots: eight

Interest schedule

Interest schedule lot entitlement for the lot: one

Total interest schedule lot entitlements for all lots: eight

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: \$ 2120

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

Monthly penalty for overdue contributions (if applicable):0..... %

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

Due date	Amount due	Amount due if discount applied	Paid
<u>01/12/26</u>	\$ <u>520</u>	\$ <u>520</u>	☒ Yes ☐ No
<u>01/03/26</u>	\$ <u>520</u>	\$ <u>520</u>	☒ Yes ☐ No
<u>01/06/26</u>	\$ <u>520</u>	\$ <u>520</u>	☐ Yes ☒ No
<u>01/09/26</u>	\$ <u>520</u>	\$ <u>520</u>	☐ Yes ☒ No

Sinking fund contributions

Total amount of contributions (before any discount) for lot 3 for the current financial year: \$ 40

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

Monthly penalty for overdue contributions (if applicable):0..... %

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

Due date	Amount due	Amount due if discount applied	Paid
<u>01/12/26</u>	\$ <u>10</u>	\$ <u>10</u>	☒ Yes ☐ No
<u>01/03/26</u>	\$ <u>10</u>	\$ <u>10</u>	☒ Yes ☐ No
<u>01/06/26</u>	\$ <u>10</u>	\$ <u>10</u>	☐ Yes ☒ No
<u>01/09/26</u>	\$ <u>10</u>	\$ <u>10</u>	☐ Yes ☒ No

Special contributions (IF ANY)

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

Total amount of contributions (before any discount) for lot ____ : \$ None

Number of instalments: (outlined below)

Monthly penalty for overdue contributions (if applicable): %

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

Due date	Amount due	Amount due if discount applied	Paid
... / ... / ...	\$ <u>None</u>	\$ _____	☐ Yes ☐ No
... / ... / ...	\$ _____	\$ _____	☐ Yes ☐ No
... / ... / ...	\$ _____	\$ _____	☐ Yes ☐ No
... / ... / ...	\$ _____	\$ _____	☐ Yes ☐ No

Other amounts payable by the lot owner
For the current financial year there are: ☒ No other amounts payable for the lot. ☐ Amounts payable under exclusive use by-laws, totalling \$ ☐ Amounts payable under service agreements (that are not included in body corporate contributions for the lot), totalling \$ ☐ Other amounts payable, totalling \$ (see explanation given with this certificate).
Summary of amounts due but not paid by the current owner
At the date of this certificate: ☐ All payments for the lot are up to date. ☒ The following amounts are due but not yet paid for the lot: ☐ Overdue contributions: \$530..... ☐ Penalties on overdue contributions: \$ ☐ Other amounts due but not paid: \$530..... Total amounts due but not paid: \$1060.....

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.

☒ No

Current sinking fund balance (as at date of certificate): \$ 44455.33

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.

☒ There are no authorised improvements to the common property that the owner of the lot is responsible for maintaining in good condition.

☐ 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.

☐ A copy of the body corporate register of assets is given with this certificate.

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, the:

- type of policy;
- name of the insurer;
- sum insured;
- amount of premium; and
- excess payable on a claim

are given with this certificate.

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?

☐ Yes

☒ 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?

☐ Yes - Name of caretaking service contractor engaged:

☒ No

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

☐ Yes - Name of authorised letting agent:

☒ No

Embedded network electricity supply

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

☐ Yes

☒ 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 John DSouza

Position/s held Body Corporate Manager

Signature/s jdsouza

Date 12/08/2026

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

Body Corporate for 3 Railway Parade
 CTS 37767
 Annual Statement
 Reconciled with Bank Balance

Body Corporate for View	CTS 37767	Budgeted	Statement 25/10/25-12/08/26		Budgeted
	\$			\$	
ADMIN Fund Opening Balance	-\$ 13,744.89	-\$ 13,744.89	SINKING Fund Opening Balance	\$ 60,094.00	\$ 60,094.00
Income from 1st Qtr	\$ 5,650.00	\$ 4,160	Income 1st qtr	\$ 140.00	\$ 80
Income from 2nd Qtr	\$ 4,160.00	\$ 4,160	Income 2nd qtr	\$ 80.00	\$ 80
Income from 3rd Qtr	\$ 3,120.00	\$ 4,160	Income 3rd qtr	\$ 60.00	\$ 80
Income from 4th Qtr	\$ 520.00	\$ 4,160	Income 4th Qtr	\$ 10.00	\$ 80
	\$ -	\$ -		\$ -	\$ -
Admin Income	\$ 13,450.00		Sinking Income	\$ 290.00	
Admin Fund Sub-Total	-\$ 294.89	\$ 2,895.11	Sinking Fund sub-total	\$ 60,384.00	\$ 60,414.00
<u>ADMIN Expenditure</u>			<u>SINKING Expenditure</u>		
Expenditure carried forward	\$ -		Expenditure carried forward	\$ -	
Electricity	\$ 1,100.96	\$ 80.00	Electrical & Lighting	\$ -	
Gardening	\$ 550.00	\$ 1,162.00	Gas & Plumbing	\$ -	0
Bank Tax & Account Fees	\$ 83.20	\$ 104.00	Painting	\$ -	
Roof + Plumbing + Cleanin	\$ 3,180.00	\$ 6,518.00	Walls & Tiling	\$ -	
Admin Body Corporate	\$ -	\$ 400.00	Fire Services	\$ -	
Fire Services	\$ 253.00	\$ 1,115.00	Roofing	\$ -	0
Gas hot water	\$ 3,356.62	\$ 4,252.00	Doors/Glass/Intercom	\$ -	0
Insurance	\$ 7,110.00	\$ 7,275.00	Concrete Drive way	\$ -	
			Gardens & Fences	\$ -	
			Contingency		\$ -
Admin Expense Sub-Total	15633.78	20906.00	Sinking Expense Sub-Total	0.00	\$ -
Admin Fund Sub-total	-\$ 15,928.67	-\$ 18,010.89	Sinking Fund Sub-Total	\$ 60,384.00	\$ 60,414.00
Total Cash Balance	\$ 44,455.33	\$ 42,403.11			
Bank Statement	\$ 44,455.33				
Capital Purchases	0				
Total Assets	\$ 44,455.33				
Liabilities	0				
Net Assets	\$ 44,455.33				

REGISTRATION CONFIRMATION STATEMENT

NATURAL RESOURCES AND WATER, QUEENSLAND

Title Reference : 50698372

This is the current status of the title as at 11:39 on 17/12/2007

REGISTERED OWNER

Dealing No: 711231220 30/11/2007

BODY CORPORATE FOR 3 RAILWAY PARADE COMMUNITY TITLES

SCHEME 37767

PO BOX 253

FORTITUDE VALLEY

QLD 4006

LAND DESCRIPTION

COMMON PROPERTY OF 3 RAILWAY PARADE COMMUNITY TITLES SCHEME 37767
COMMUNITY MANAGEMENT STATEMENT 37767

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 10026089 (FOR 142)
2. REQUEST FOR FIRST CMS No 711231202 30/11/2007 at 14:30
COMMUNITY MANAGEMENT STATEMENT 37767
MODULE:
STANDARD

ADMINISTRATIVE ADVICES - NIL

UNREGISTERED DEALINGS - NIL

CERTIFICATE OF TITLE ISSUED - No

Caution - Charges do not necessarily appear in order of priority

** End of Confirmation Statement **

M G Locke

Registrar of Titles and Registrar of Water Allocations

Lodgement No: 2427187

Email: phvlaw@tpg.com.au

PHV LAW SOLICITORS & CONSULTANTS

Office: BRISBANE

Box: 260

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
LOT 1 ON SP 196815	1	1
LOT 2 ON SP 196815	1	1
LOT 3 ON SP 196815	1	1
LOT 4 ON SP 196815	1	1
LOT 5 ON SP 196815	1	1
LOT 6 ON SP 196815	1	1
LOT 7 ON SP 196815	1	1
LOT 8 ON SP 196815	1	1
TOTALS	8	8

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

THE SCHEME LAND WILL NOT BE DEVELOPED IN STAGES

SCHEDULE C BY-LAWS

The by-laws are as follows:

Noise**1 Noise**

The occupier of a lot must not create noise likely to interfere with the peaceful enjoyment of a person lawfully on another lot or the common property.

2 Vehicles

(1) The occupier of a lot must not, without the body corporate's written approval:

- (a) park a vehicle, or allow a vehicle to stand on the common property; or
- (b) permit an invitee to park a vehicle, or allow a vehicle to stand, on the common property, except for the designated visitor parking which must remain available at all times for the sole use of visitors' vehicles.

(2) An approval under subsection (1) must state the period for which it is given, with the exception of designated visitor parking.

(3) However, the body corporate may cancel the approval by giving 7 days written notice to the occupier, with the exception of designated visitor parking.

3 Obstruction

The occupier of a lot must not obstruct the lawful use of the common property by someone else.

4 Damage to lawns etc

(1) The occupier of a lot must not, without the body corporate's written approval:

- (a) damage a lawn, garden, tree, shrub, plant or flower on the common property; or

(b) use a part of the common property as a garden.

(2) An approval under subsection (1) must state the period for which it is given.

(3) However, the body corporate may cancel the approval by giving 7 days written notice to the occupier.

5 Damage to common property

(1) An occupier of a lot must not, without the body corporate's written approval, mark, paint, drive nails, screws or other objects into, or otherwise damage or deface a structure that forms part of the common property.

(2) However, an occupier may install a locking or safety device to protect the lot against intruders, or a screen to prevent entry of animals or insects, if the device or screen is soundly built and is consistent with the colour, style and materials of the building.

(3) The owner of a lot must keep a device installed under subsection (2) in good order and repair.

6 Behaviour of invitees

An occupier of a lot must take reasonable steps to ensure that the occupier's invitees do not behave in a way likely to interfere with the peaceful enjoyment of another lot or the common property.

7 Leaving of rubbish etc on the property

The occupier of a lot must not leave rubbish or other materials on the common property in a way or place likely to interfere with the enjoyment of the common property by someone else.

8 Appearance of lot

(1) The occupier of a lot must not, without the body corporate's written approval, make a change to the external appearance of the lot unless the change is minor and does not detract from the amenity of the lot and its surrounds.

(2) The occupier of a lot must not, without the body corporate's written approval:

(a) hang washing, bedding, or another cloth article if the article is visible from another lot or the common property, or from outside the scheme land; or

(b) display a sign, advertisement, placard, banner, pamphlet or similar article if the article is visible from another lot or the common property, or from outside the scheme land; or

(3) This section does not apply to a lot created under a standard format plan of subdivision.

9 Storage of flammable materials

(1) The occupier of a lot must not, without the body corporate's written approval, store a flammable substance on the common property.

(2) The occupier of a lot must not, without the body corporate's written approval, store a flammable substance on the lot unless the substance is used or intended for domestic purposes.

(3) However, this section does not apply to the storage of fuel in:

(a) the fuel tank of a vehicle, boat or internal combustion engine; or

(b) a tank kept on a vehicle or boat in which the fuel is stored under the requirements of the law regulating the storage of flammable liquid.

10 Garbage disposal

- (1) Unless the body corporate provides some other ways of garbage disposal, the occupier of a lot must keep a receptacle for garbage in a clean and dry condition and adequately covered on the lot, or on a part of the common property designated by the body corporate for the purpose.
- (2) The occupier of a lot must:
 - (a) comply with all local government local laws about disposal of garbage; and
 - (b) ensure that the occupier does not, in disposing of garbage, adversely affect the health, hygiene or comfort of the occupier s of other lots.

11 Keeping of animals

- (1) The occupier of a lot must not, without the body corporate's written approval:
 - (a) bring or keep an animal on the lot or the common property; or
 - (b) permit an invitee to bring or keep an animal on the lot or the common property.
- (2) The occupier must obtain the body corporate's written approval before brining or permitting an invitee to bring an animal onto the lot or the common property.

Note that section 143 of the Body Corporate and Community Management Act 1997 provides as follows:

- 143 (1) A person mentioned in the Guide Dogs Act 1972, section 5, who is entitled to be on a lot included in a community titles scheme, or on the common property, is entitled to be accompanied by a guide dog while on the lot or common property.
- (2) Also, a person mentioned in subsection (1) who is the owner or occupier of a lot included in a community titles scheme is entitled to keep a guide dog on the lot.
- (3) A by-law cannot exclude or restrict a right given by this section.

12. Recovery of Costs (levies)

A proprietor shall pay on demand the whole of the Body Corporate costs and expenses (including Solicitor and own client costs) which amount shall be deemed to be a liquidated debt due, in recovering all and any levies or moneys duly levied upon such proprietor by the Body Corporate pursuant to the Act.

13. Power of Body Corporate Committee

The Body Corporate Committee may make rules relating to the common property not inconsistent with these by-laws and same shall be observed by the proprietors of lots unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Body Corporate.

14. Exclusive Use Areas

The body corporate shall execute all documents as may be required to register any exclusive use areas with the Department of Natural Resources and also to make authorised allocations in respect of common property.

- 1) The proprietors for the time being of Lot 1 shall be entitled to the exclusive use and enjoyment of that part of the common property allocated in Schedule E and identified on the sketch plan annexed hereto and marked 1A, the proprietors for the time being of Lot 1 being responsible to keep that area in a clean and tidy condition and shall be responsible for the maintenance, cleaning, mowing, tidying and if necessary, replanting of all lawns and all other landscaping and other improvements located within that area.

- 2) If, for any reason the proprietors of Lot 1 do not keep that area in a clean and tidy condition and attend to maintenance, cleaning, mowing, tidying and if necessary replanting of all lawns and all other landscaping and other improvements located in that area, then in that event the body corporate shall attend to same as required and demand payment of any invoice relating to works or services carried out from the proprietor of Lot 1. The proprietor of Lot 1 shall attend to payment of same without delay.
- 3) The proprietors for the time being of Lot 2 shall be entitled to the exclusive use and enjoyment of that part of the common property allocated in Schedule E and identified on the sketch plan annexed hereto and marked 2A, the proprietors for the time being of Lot 2 being responsible to keep that area in a clean and tidy condition and shall be responsible for the maintenance, cleaning, mowing, tidying and if necessary, replanting of all lawns and all other landscaping and other improvements located within that area.
- 4) If, for any reason the proprietors of Lot 2 do not keep that area in a clean and tidy condition and attend to maintenance, cleaning, mowing, tidying and if necessary replanting of all lawns and all other landscaping and other improvements located in that area, then in that event the body corporate shall attend to same as required and demand payment of any invoice relating to works or services carried out from the proprietor of Lot 2. The proprietor of Lot 2 shall attend to payment of same without delay.

15. Balconies and Terraces

All balconies and terraces shown on the approved drawings and documents are to remain unenclosed with no shutters, glazing, louvres or similar permanent structures other than those consistent with the relevant "Brisbane City Plan 2000 - Residential Code" and clearly depicted on the approved drawings.

SCHEDULE D	OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED
-------------------	--

LOT ON PLAN	STATUTORY EASEMENTS	SERVICES LOCATION DIAGRAM
LOT 1 ON SP 196815	STORMWATER MAIN, SEWER MAIN, ELECTRICAL CABLES, COMMUNICATION CABLES, WATER MAIN, GAS MAIN, SUPPORT, SHELTER	PAGE 7
LOT 2 ON SP 196820	STORMWATER MAIN, SEWER MAIN, ELECTRICAL CABLES, COMMUNICATION CABLES, WATER MAIN, GAS MAIN, SUPPORT, SHELTER	PAGE 7
LOT 3 ON SP 196820	STORMWATER MAIN, SEWER MAIN, ELECTRICAL CABLES, COMMUNICATION CABLES, WATER MAIN, GAS MAIN, SUPPORT, SHELTER	PAGE 7
LOT 4 ON SP 196820	STORMWATER MAIN, SEWER MAIN, ELECTRICAL CABLES, COMMUNICATION CABLES, WATER MAIN, GAS MAIN, SUPPORT, SHELTER	PAGE 7
LOT 5 ON SP 196820	STORMWATER MAIN, SEWER MAIN, ELECTRICAL CABLES, COMMUNICATION CABLES, WATER MAIN, GAS MAIN, SUPPORT, SHELTER	PAGE 7

LOT 6 ON SP 196815	STORMWATER MAIN, SEWER MAIN, ELECTRICAL CABLES, COMMUNICATION CABLES, WATER MAIN, GAS MAIN, SUPPORT, SHELTER	PAGE 7
LOT 7 ON SP 196815	STORMWATER MAIN, SEWER MAIN, ELECTRICAL CABLES, COMMUNICATION CABLES, WATER MAIN, GAS MAIN, SUPPORT, SHELTER	PAGE 7
LOT 8 ON SP 196815	STORMWATER MAIN, SEWER MAIN, ELECTRICAL CABLES, COMMUNICATION CABLES, WATER MAIN, GAS MAIN, SUPPORT, SHELTER	PAGE 7
COMMON PROPERTY ON SP 196815	STORMWATER MAIN, SEWER MAIN, ELECTRICAL CABLES, COMMUNICATION CABLES, WATER MAIN, GAS MAIN, SUPPORT, SHELTER	PAGE 7

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

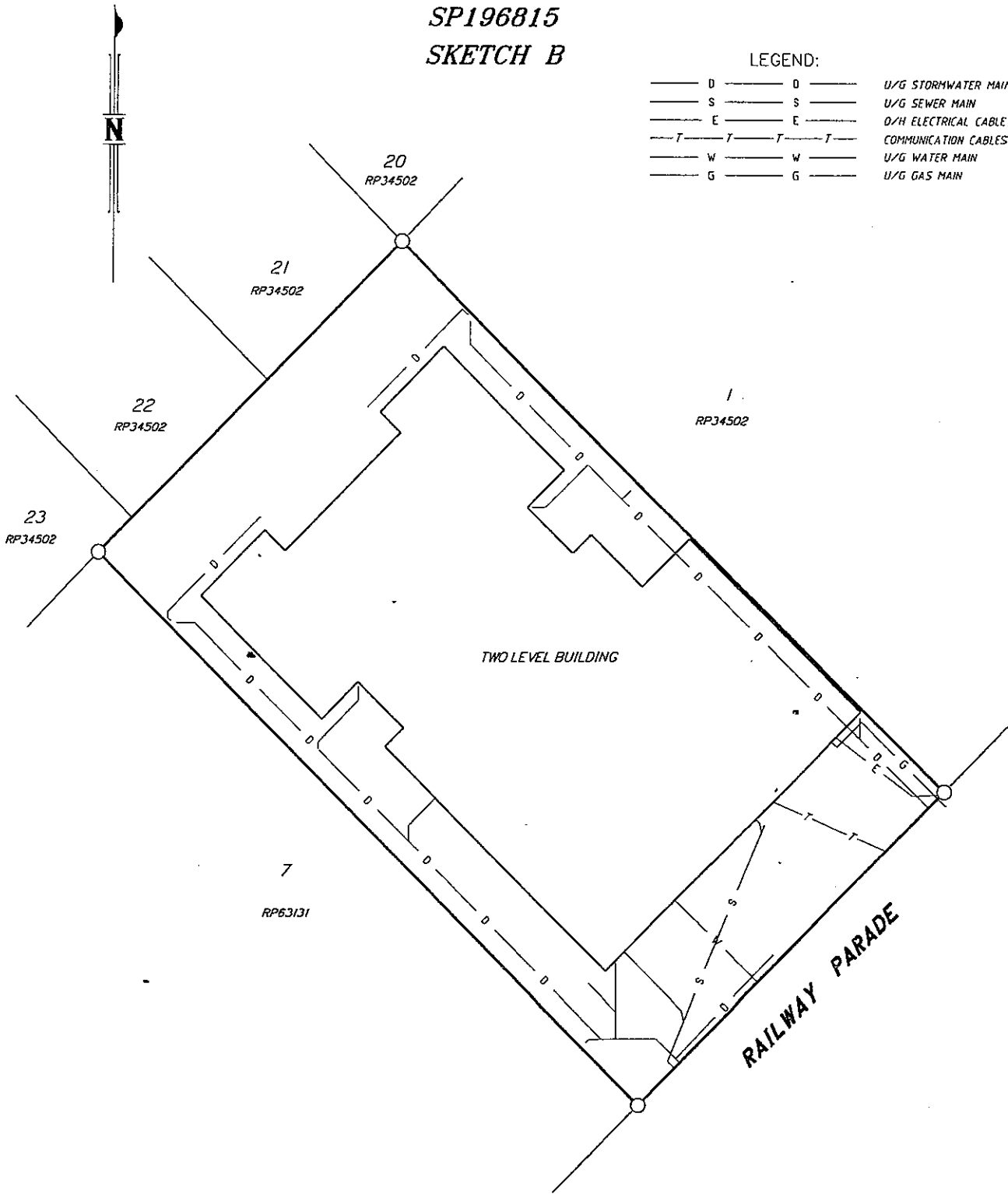
THE LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY ARE AS FOLLOWS:

Lot on Plan	Exclusive Use Areas
Lot 1 on SP 196815	Exclusive Use Area marked 1A on the annexed Plan of Exclusive Use.
Lot 2 on SP 196815	Exclusive Use Area marked 2A on the annexed Plan of Exclusive Use.

SERVICES LOCATION DIAGRAM
SP196815
SKETCH B

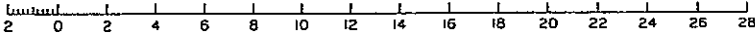
LEGEND:

— D —	— D —	U/G STORMWATER MAIN
— S —	— S —	U/G SEWER MAIN
— E —	— E —	O/H ELECTRICAL CABLES
— T —	— T —	COMMUNICATION CABLES
— W —	— W —	U/G WATER MAIN
— G —	— G —	U/G GAS MAIN



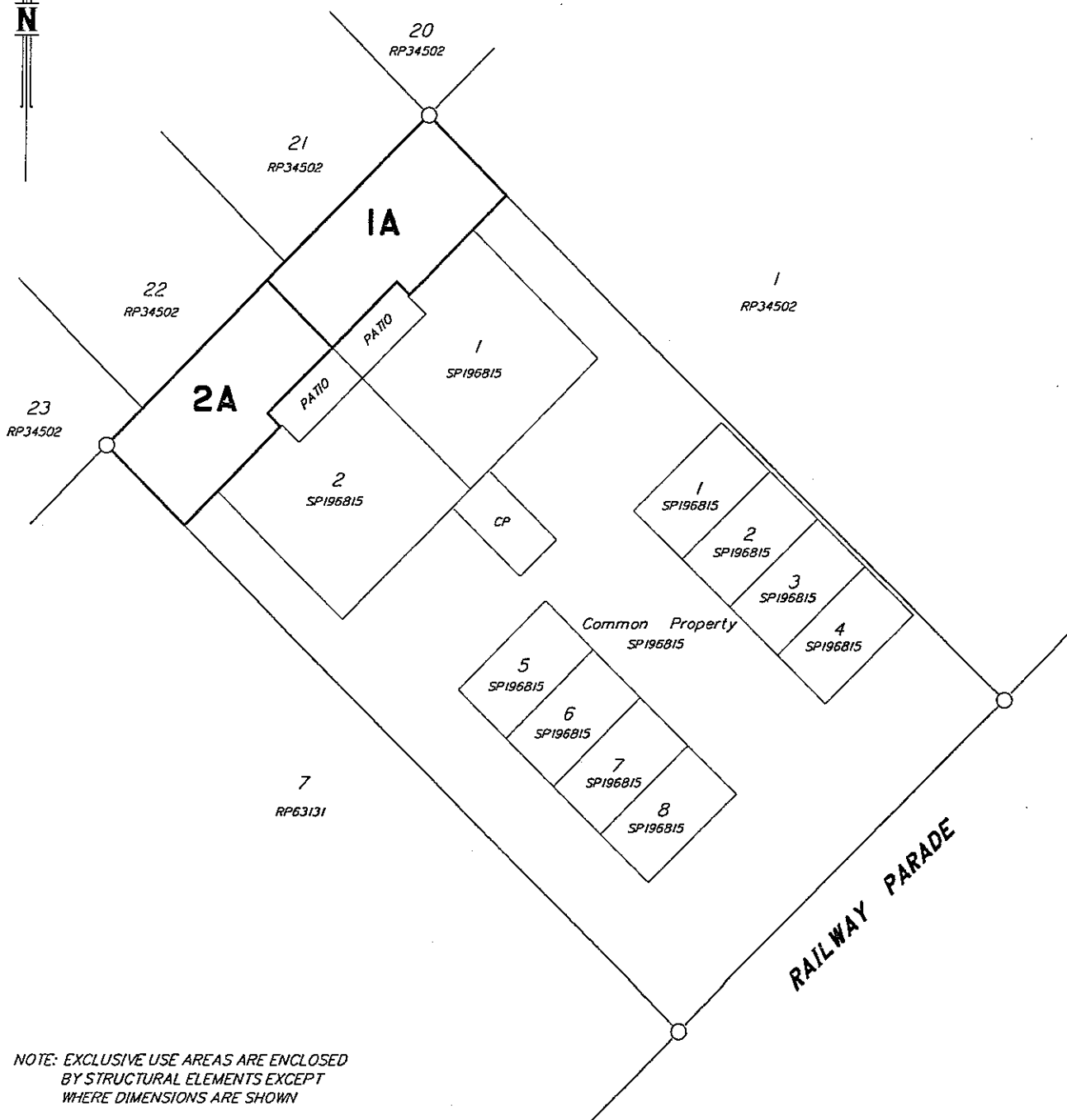
SERVICES LOCATION DIAGRAM
"
SP196815

Scale 1:200 - Lengths are in Metres.



PLAN OF EXCLUSIVE USE

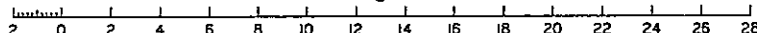
SKETCH A



NOTE: EXCLUSIVE USE AREAS ARE ENCLOSED
BY STRUCTURAL ELEMENTS EXCEPT
WHERE DIMENSIONS ARE SHOWN

LEVEL A - SPI96815
- CMS

Scale 1:200 - Lengths are in Metres.



I, John Richard DAWSON, Cadastral Surveyor,
certify that the details shown on this sketch plan
are correct.

Date

Cadastral Surveyor

DESCRIPTION:

PLAN OF EXCLUSIVE USE AREA in
COMMON PROPERTY
LEVEL A - SPI96815

PARISH

TOOMBUL

COUNTY

Stanley

LOC. AUTH

BRISBANE C.C.

JOHN DAWSON Consulting Surveyor

15 KARALISE DRIVE, ROCHEDALE. 4123
Ph: (07) 3841 2674. Mobile: 0411 656 274 Fax: (07) 3341 7949
Email: dawsonj@bigpond.net.au

DATE: 13/12/06

REF: 2101EX

FB:

LB:

MAP REF:

9543-33143

2101EXCL

Body Corporate for 3
Railway Parade

Invoice No. Unit 3

INVOICE

Name Ryan Guy Drolc
Address U3/ 3 Railway Parade
Nundah QLD 4012
ryan.drolc@gmail.com

Date 12/08/26
ABN 95557674186
CTS 37767
SP 196815

Qty	Description	Unit Fees	TOTAL
1	UNIT 3 BODY CORPORATE LEVY 01/12/25 - 28/02/26	\$530.00	\$530.00
1	UNIT 3 BODY CORPORATE LEVY 01/03/26- 31/05/26	\$530.00	\$530.00
-1	U3 BC Levy paid on 12/03/26	\$1,060.00	(\$1,060.00)
1	UNIT 3 BODY CORPORATE LEVY 01/06/26 - 31/08/26	\$530.00	\$530.00
1	UNIT 3 BODY CORPORATE LEVY 01/09/26 30/11/26	\$530.00	\$530.00
Please make your payments before the levy due dates.			
Please use BSB 124-001 account 205 36987 at the Bank of Queensland			
Tele Ryan on 0401565812			
SubTotal			\$1,060.00
GST			\$0.00
TOTAL			\$1,060.00

Payment Details

- ☐ Cheques to Body Corporate for
☒ 3 Railway Parade, Nundah, 4012
☐

For any enquiry please call John DSouza 0415 275 810

New e-mail jjdsou@gmail.com
For Internet or deposits into the Bank of Queensland
please use BSB 124 001 Account 205 36987
Please advise me of your unit number.



STRATA COMMUNITY
INSURANCE

 stratacommunityinsure.com.au

T 1300 SCINSURE (1300 724 678)
E myenquiry@scinsure.com.au
A PO Box 2878, Brisbane, QLD 4001

CERTIFICATE OF CURRENCY

THE INSURED

POLICY NUMBER	QRSC20006276
PDS AND POLICY WORDING	Residential Strata Product Disclosure Statement and Policy Wording SCI034-Policy-RS-PPW-02/2021 Supplementary Product Disclosure Statement SCIA-036_SPDS_RSC-10/2021
THE INSURED SITUATION	Body Corporate for 3 Railway Parade Community Title Scheme 37767 3 Railway Parade, Nundah, QLD, 4012
PERIOD OF INSURANCE	Commencement Date: 4:00pm on 19/12/2025 Expiry Date: 4:00pm on 19/12/2026
INTERMEDIARY	MGA Insurance Brokers Pty Ltd
ADDRESS	PO Box 62, Caboolture, QLD, 4510
DATE OF ISSUE	14/11/2025

POLICY LIMITS / SUMS INSURED

SECTION 1	PART A	1. Building	\$3,727,794
		Common Area Contents	\$30,668
	PART B	2. Terrorism Cover under Section 1 Part A2	Applies
		Loss of Rent/Temporary Accommodation	\$507,182
		OPTIONAL COVERS	
		1. Flood	Not Included
		2. Floating Floors	Included
SECTION 2	Liability		\$20,000,000
SECTION 3	Voluntary Workers		Included
SECTION 5	Fidelity Guarantee		\$100,000
SECTION 6	Office Bearers' Liability		\$1,000,000
SECTION 7	Machinery Breakdown		Not Included
SECTION 8	Catastrophe		\$559,169
SECTION 9	PART A	Government Audit Costs – Professional Fees	\$25,000
	PART B	Appeal Expenses	\$100,000
	PART C	Legal Defence Expenses	\$50,000
SECTION 10	Lot Owners' Fixtures and Improvements		\$300,000
SECTION 11	Loss of Lot Market Value		Not Included

This certificate of currency has been issued by Strata Community Insurance Agencies Pty Ltd, ABN 72 165 914 009, AFSL 457787 on behalf of the insurer Allianz Australia Insurance Limited, ABN 15 000 122 850, AFSL 234708 and confirms that on the Date of Issue a policy existed for the Period of Insurance and sums insured shown herein. The Policy may be subsequently altered or cancelled in accordance with its terms after the Date of Issue of this notice without further notice to the holder of this notice. It is issued as a matter of information only and does not confer any rights on the holder.

This certificate does not amend, extend, replace, negate or override the benefits, terms, conditions and exclusions as described in the Schedule documents together with the Product Disclosure Statement and insurance policy wording.

General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008

Part 1 Tenancy information

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

Name/trading name Ryan Guy Droic C/O Place Estate Agents Nundah

Address

1211 Sandgate Road

Nundah

QLD

Postcode 4012

1.2 Phone

0736216888

Mobile

ABN (optional)

Email

nundah@eplace.com.au

Note - Item 1.2 is optional.

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

1. Full name/s Nikhil Dixit

Phone

0470 545 953

Email

shonumauu@gmail.com

Emergency contact full name/s

Pooja Dixit

Emergency contact phone

+919819576737

Emergency contact email

pnd.2788@gmail.com

2. Full name/s Dhruba Jyoti Das

Phone

0409 938 024

Email

das.dhruba@gmail.com

Emergency contact full name/s

Suvra Das

Emergency contact phone

0403895135

Emergency contact email

das.suvra1970@gmail.com

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 Place Estate Agents Nundah

Address

1211 Sandgate Road

Nundah

QLD

Postcode 4012

3.2 Phone

0736216888

Mobile

ABN (optional)

71334769650

Email

nundah@eplace.com.au

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 ☐ shonumauu@gmail.com

Text Message Yes ☐ No ☐ Facsimile Yes ☐ No ☒

4.3 Agent

Email Yes ☒ No ☐ nundah@eplace.com.au

Text Message Yes ☐ No ☐ Facsimile Yes ☐ No ☒

Item 5 5.1 Address of the rental premises

3/3 Railway Parade

Nundah QLD Postcode 4012

5.2 Inclusions provided.

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

Refer to entry condition report - Form 1a

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 28 / 07 / 2026 6.3 Ending on 25 / 01 / 2027

See clause 4(2)

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

Item 7 Rent \$ 2,933.04 per ☐ weekly ☐ fortnightly ☒ monthly See clause 8(1)

Item 8 Rent must be paid on the due day of each month

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	DEFT, BPay, Money Order/Bank Transfer
Method 2	

Details for direct credit

BSB no. BPay Bank/building society/credit union

Account no. 4481 Account name

Payment reference 54775549



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)

https://www.deft.com.au/ OR Tenant Bank Institution using BPay code 4481 + Payment reference number

Item 11

Day of last rent increase

Insert the day the rent was last increased for the premises

01 / 08 / 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

\$ 2,700.00

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

Any services connected by Tenant

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%

See special terms (page 12)

Gas

100%

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 Supplier

Gas

Direct to Supplier

Phone

Direct to Supplier

Any other service stated in item 13.1

Refer to account holder agreement with supplier or upon invoice from the lessor/agent

See special terms (page 12)

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

DC Electrical

Phone

1300 707 694

Plumbing repairs

Shark Plumbing

Phone

1300 247 666

Other repairs

Place Nundah

Phone

07 3621 6888

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

Place Estate Agents Nundah

Phone

07 3621 6888

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

-

Type

N/A

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.

1. Refer to General Tenancy Agreement Annexure A & B Special Terms
2. Refer to Pet Agreement (if Applicable)

Names of Approved Occupants:

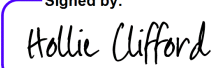
The tenant/s must receive a copy of the information statement (Form 17a) and a copy of any applicable by-laws if copies have not previously been given to the tenant/s. **Do not send to the RTA - give this form to the tenant/s, keep a copy for your records.**

 **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

Place Estate Agents Nundah

Signature

Signed by:

90DEF4E5782440E...

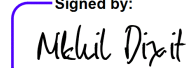
Date 20-Apr-26 / 08:55 AEST

Signature of tenant 1

Print name

Nikhil Dixit

Signature

Signed by:

54ACD9DB71B3424...

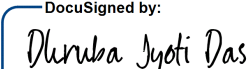
Date 17-Apr-26 / 15:43 AEST

Signature of tenant 2

Print name

Dhruba Jyoti Das

Signature

DocuSigned by:

C9C1C9B6F9EE475...

Date 15-Apr-26 / 19:26 AEST

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.

INITIALS (Note: initials not required if signed with Electronic Signature)

Initial	DS
	
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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.

INITIALS (Note: initials not required if signed with Electronic Signature)

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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.

INITIALS (Note: initials not required if signed with Electronic Signature)

Initial	DS
	
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REIQ Accredited Agency

Special Condition

General Tenancy - Rent Increase During a Fixed Term Agreement

RENT INCREASE DURING A FIXED TERM AGREEMENT

- (a) In accordance with Item 7 of the Tenancy Details in the Agreement, rent shall be \$ \$2,933.04
per month ("the initial rent").
↑ *insert week, fortnight or month*
- (b) The initial rent shall be payable from the date nominated in Item 6.2 of the Tenancy Details until
01 August 2026 ("the initial rental period").
- (c) From the end of the initial rental period, rent shall increase to \$ 2,998.21
per month until the termination of the Tenant's obligations to pay rent as set out herein.
↑ *insert week, fortnight or month*

INITIALS (Note: initials not required if signed with Electronic Signature)

Initial DS


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Annexure A

AS PER STANDARD TENANCY CONDITIONS

1.BREAK IN:

THE TENANT WILL, IN THE CASE OF A BREAK IN, IMMEDIATELY CONTACT THE POLICE AND THEN PROMPTLY ADVISE THE LESSOR/AGENT.

2.DRIVEWAY OR CAR SPACE AREAS:

WHERE THE PREMISES INCLUDES A CAR SPACE AND/OR DRIVEWAY FOR THE TENANTS EXCLUSIVE USE, THE TENANT ACKNOWLEDGES AND CONFIRMS IT IS THE TENANTS RESPONSIBILITY TO KEEP SUCH AREAS FREE OF OIL STAINS AND OTHERWISE KEEP SUCH AREAS CLEAN AND TIDY.

3.LIGHT BULBS AND BATTERIES:

THE TENANT/S ARE RESPONSIBLE FOR REPLACEMENT OF ALL LIGHT BULBS AND BATTERIES FOR REMOTES.

4.OPERATION MANUALS:

ALL OPERATION MANUALS RELATING TO THE PREMISES AND CONTENTS ARE OWNED BY THE LESSOR AND MUST REMAIN IN THE PREMISES AT THE END OF THE TENANCY.

5.PHOTOS - CONDITION REPORTS:

PHOTOS ACCOMPANYING CONDITION REPORTS FORM PART OF THE CONDITION REPORTS.

6.PLANTS (REMOVAL):

THE TENANT SHALL NOT CAUSE PLANTS TO BE ADDED TO OR REMOVED FROM THE PREMISES GROUNDS WITHOUT FIRST OBTAINING WRITTEN CONSENT FROM THE LESSOR.

7.PLUGS:

THE TENANT ACKNOWLEDGES THAT ALL PLUGS FOR THE KITCHEN, BATHROOM/S, LAUNDRY AND THE PREMISES IN GENERAL, REMAIN WITH THE PREMISES AT THE END OF THE TENANCY. FAILING WHICH, THE TENANT WILL BE RESPONSIBLE FOR REPLACEMENT.

8.POOL SAFETY REQUIREMENTS

THE TENANT MUST DO ALL ACTS AND THINGS REQUIRED BY THE TENANT TO COMPLY WITH THE LEGISLATION REGARDING POOL SAFETY AND REQUIRE ANY OTHER OCCUPANT, INVITEE OR GUEST TO COMPLY WITH ALL LEGISLATION REGARDING POOL SAFETY, INCLUDING BUT NOT LIMITED TO:

ENSURING THAT ANY GATE OR DOOR GIVING ACCESS TO A REGULATED POOL AS DEFINED IN THE BUILDING ACT 1975 (A REGULATED POOL) IS SECURELY CLOSED AT ALL TIMES WHEN THE GATE OR DOOR IS NOT IN USE;

ENSURING THAT NO OBJECT OR STRUCTURE IS PLACED NEAR OR ADJOINING ANY REGULATED POOL OF THE FENCE THERETO WHICH MIGHT FACILITATE ACCESS TO THAT POOL, WHETHER SUCH ACCESS IS VIA GATE OR DOOR, FENCE OR OTHERWISE; AND

ENSURING THAT NO REGULATED POOL IS ERECTED, CONSTRUCTED OR PLACED ON THE PREMISES WITHOUT THE PRIOR WRITTEN CONSENT OF THE LESSOR.

9.RECEIPT OF DOCUMENTS:

THE TENANT ACKNOWLEDGES HAVING RECEIVED A FORM 17A UPON SIGNING THE TENANCY AGREEMENT FOR THE PREMISES.

THE TENANT ACKNOWLEDGES HAVING RECEIVED A FORM 1A CONDITION REPORT (INC INVENTORY REPORT IF APPLICABLE) FOR COMPLETION AND RETURN TO THE LESSOR IN ACCORDANCE WITH CLAUSE 5(3) OF THE STANDARD TERMS OF THIS AGREEMENT.

10.REPAIRS & MAINTENANCE - NOTIFY AGENT OF INCOMPLETE /UNSATISFACTORY WORKS:

WHERE REQUIRED MAINTENANCE HAS BEEN CARRIED OUT, THE TENANT WILL NOTIFY THE AGENT IF IN THE TENANTS OPINION THE WORKS ARE UNSATISFACTORY OR INCOMPLETE.

11.SMOKING NOT PERMITTED INSIDE DWELLING:

THE TENANT MUST NOT, OR ALLOW ANY OTHER PERSON TO, USE OR SMOKE TOBACCO OR OTHER SMOKE PRODUCING SUBSTANCE WITHIN ANY DWELLING ON THE PREMISES.

FOR THE PURPOSES OF THIS SPECIAL TERM A DWELLING CONTAINED ON THE PREMISES SHALL INCLUDE ANY ENCLOSED AREA, ROOM OR STRUCTURE ATTACHED TO THE DWELLING, INCLUDING BUT NOT LIMITED TO ANY GARAGE, SUNROOM OR ENCLOSED VERANDA. A DWELLING SHALL INCLUDE ANY STRUCTURE ON THE PREMISES DESIGNED TO BE USED AS A RESIDENCE FOR HUMAN HABITATION.

INITIALS (Note: initials not required if signed with Electronic Signature)

Initial	DS
	
000043502701	

Annexure B

SPECIAL CONDITIONS CONTINUED

12. TIMBER FLOORS:

THE TENANT/S AGREE AND ACKNOWLEDGE THAT IS THE PROPERTY HAS POLISHED TIMBER FLOOR BOARDS, FELT FLOOR PROTECTION (OR SIMILAR) WILL BE PLACED UNDERNEATH ALL FURNITURE TO PREVENT THE FLOOR BOARDS FROM BEING SCRATCHED AND / OR DAMAGED. THE TENANT ACKNOWLEDGES AND AGREES THAT DAMAGE CAN ALSO BE CAUSED TO THE TIMBER FLOORS FROM HIGH HEELS OR SIMILAR HARD POINTED HEEL SHOES AND THAT IT IS THE TENANTS RESPONSIBILITY TO ENSURE SUCH SHOES ARE NOT WORN ON THE TIMBER FLOORS. IN THE EVENT THAT THE FLOORS ARE DAMAGED DURING THE TENANCY, THE TENANT/S AGREE THAT THEY WILL BE RESPONSIBLE FOR THE COST OF RE-SANDING AND RE-POLISHING THE FLOORS AT THE END OF THE TENANCY. PLANTS OR THEIR CONTAINERS ARE NOT TO BE PLACED DIRECTLY ONTO TIMBER FLOORS OR DECKING.

13. VEHICLES:

THE PARTIES AGREE THE TENANT AND/OR THE TENANTS INVITEES ARE NOT TO PARK OR STORE VEHICLES INCLUDING TRAILERS ON AREAS OTHER THAN THOSE DESIGNATED FOR PARKING.

14. WATER USAGE CHARGE - FULL USAGE:

WHERE ITEM 12.2 AND CLAUSE 17(3) OF THE STANDARD TERMS APPLY AND THE TENANTS WATER USAGE IS MORE THAN A REASONABLE QUANTITY OF WATER DETERMINED IN ACCORDANCE WITH SECTION 169 (4)(A-E), THE TENANT WILL BE LIABLE TO PAY FOR SUCH EXCESS.

THE PARTIES AGREE IN TERMS OF SECTION 169(4)(A-E) A REASONABLE QUANTITY OF WATER USAGE SHALL BE 60 KILOLITRES PER QUARTER AND ALL WATER USED IN EXCESS OF THAT AMOUNT WILL BE PAID FOR BY THE TENANT AT THE APPLICABLE RATE CHARGED BY THE RELEVANT LOCAL AUTHORITY FROM TIME TO TIME.

INITIALS (Note: initials not required if signed with Electronic Signature)

Initial	DS
	
	000043502701



Information Statement Form 17a

Pocket guide for tenants – houses and units

Residential Tenancies and Rooming Accommodation Act 2008
(Section 67)

Changes to Queensland tenancy laws came into effect on 1 May 2025 and included updates to the rental application process, entry notice periods, entry frequency, protecting privacy, disclosing benefits and a revised process to request fixtures and structural changes.

Learn more about these changes at rta.qld.gov.au or call us on 1300 366 311.

The Residential Tenancies Authority (RTA) is the Queensland Government statutory body that administers the *Residential Tenancies and Rooming Accommodation Act 2008*. The RTA provides tenancy information and support, bond management, dispute resolution, education services, and compliance and enforcement.

When renting...

You must

- pay the rent on time
- keep the property clean and undamaged and leave it in the same condition it was in when you moved in (fair wear and tear excepted)
- abide by the terms of the tenancy agreement
- respect your neighbours' right to peace and quiet

The property owner/manager must

- ensure the property is vacant, clean and in good repair at the start of the tenancy
- only collect personal information from the tenant during the tenancy if it is related to management of the premises
- securely store, handle and destroy any personal information gathered during the tenancy as prescribed by the Act
- respect your privacy and comply with entry requirements
- carry out repairs and maintenance
- meet all health and safety laws
- lodge your bond with the RTA
- provide the day the rent for the premises was last increased in the tenancy agreement.

Your tenancy details

Property owner/manager contact details

Bond number

Tenancy end date

Emergency repairs contact/s

This information is for general guidance only. It is not legal advice. The RTA cannot guarantee the accuracy or completeness of the information provided. For more information refer to the *Residential Tenancies and Rooming Accommodation Act 2008*.

Moving in

Application process

Property managers/owners must require prospective tenants to apply for a residential tenancy agreement using the approved form that complies with the Act. The standardised tenancy application form is the RTA's [Rental application \(Form 22\)](#). The application form must not request any information beyond what is specified in the RTA's Rental application (Form 22). Rules apply to the collection, storage, and destruction of personal information gathered during the application process.

Tenancy agreement

A [General tenancy agreement \(Form 18a\)](#), also called a lease, is a legally binding written contract between you and the property owner/manager. It must include standard terms and may include special terms (e.g. pool maintenance). It must also include the day the rent for the premises was last increased except where renting through an exempt property manager/owner.

You and the property owner/manager must sign the agreement and you should be given a copy.

Period of tenancy agreement:

- Fixed term agreement – has a start date and an end date and you agree to rent the property for a fixed amount of time (e.g. 12 months)
- Periodic agreement – when you agree to rent the property for an unspecified amount of time (there will be a start date but no end date)

Unit/townhouse/apartment by-laws

If you are renting in a unit, townhouse or apartment complex you may have body corporate by-laws to comply with. The property manager/owner should give you a copy of the relevant by-laws when you start the tenancy. These are a set of rules relevant to your complex or building and form part of your tenancy agreement.

For information regarding body corporate laws, please visit the [Body Corporate Commissioner's website](#).

Bond

A rental bond is a security deposit you pay at the start of a tenancy and is lodged with the RTA. The property owner/manager must not hold your bond. The maximum bond allowed to be taken is equivalent to four weeks' rent, regardless of the weekly rent amount.

You can lodge your bond directly with the RTA using [RTA Web Services](#). Alternatively, once the bond is paid, the property owner/manager must give you a receipt and complete a Bond lodgement online or provide you with a paper [Bond lodgement \(Form 2\)](#) which you must sign. The property owner/manager must lodge the bond with the RTA within 10 days. Check with the property owner/manager. You will receive notification from the RTA once the bond has been lodged.

Bond increases

Your bond can be increased if your rent is increased. Any extra bond money paid by you must be lodged with the RTA by the property owner/manager or you. You can do this directly via [RTA Web Services](#). The maximum bond allowed to be taken is equivalent to four weeks' rent, regardless of the weekly rent amount.

Rent

Generally you will be asked to pay rent in advance before, or when, you move in.

- For a fixed term agreement: a maximum of 1 month's rent in advance
- For a periodic agreement: a maximum of 2 weeks rent in advance

Your property manager/owner cannot, at the start of a new tenancy, solicit, accept or invite you to pay more rent in advance than what is allowed under tenancy law, or accept rent greater than this amount.

You can't be asked to pay more rent until the rent in advance has been used up.

When rent is paid electronically, you must arrange for the money to leave your account on a certain day, and the rent is considered paid on this day.

Property managers/owners must offer you at least two ways to pay rent. One of these ways must not exceed reasonable transactional costs (costs beyond standard transaction fees), and it must be reasonably accessible to you.

Before signing a tenancy agreement, property managers/owners must provide a written notice outlining any associated costs incurred by using the payment methods offered.

Property managers/owners must disclose any financial benefits they may receive if you use a specific rent payment method.

Rent increases

Rent can only be increased if it has been at least 12 months since the current rent amount became payable for the residential premises.

Rent cannot be increased during a fixed term agreement unless it is stated in the agreement and even then 2 months notice (in writing) must be given.

Rent can be increased in a periodic agreement by giving 2 months notice (in writing).

Under the Act, the date of the last rent increase must be included in the tenancy agreement. You have the right to request written proof of the last rent increase during the tenancy, and your property manager or owner must provide this information within 14 days. However, these requirements do not apply in the following cases:

- Exempt Lessors: the Act outlines who qualifies as an exempt lessor.
- For properties purchased between 6 June 2023 and 6 June 2025: the requirement to include the date of the last rent increase in the tenancy agreement and to provide evidence of a rent increase upon the tenant's request does not apply if the new owner or property manager does not have information about the previous rent increase.
- For properties being rented for the first time: the date of the last rent increase is the date the property is first rented.

Note: A property manager or owner is considered to have evidence of the last rent increase if they or their agent (such as a real estate agent, property manager, or lawyer) has this information.

If you are concerned the rent increase may be less than 12 months since the last increase for the residential premises, you can ask the property manager/owner in writing to provide evidence of the last increase.

Some rent increase rules do not apply to exempt property managers/owners. The Act provides definitions for an exempt property manager/owner.

Rent decreases

Rent decreases may occur when there is a drop in the standard of the property, a decrease in services provided (e.g. the availability of car parking), or if a natural disaster (e.g. flooding, fire) makes the property partially unfit to live in. Any agreement about a rent decrease should be put in writing and signed by the property owner/manager and you.

If rent has been decreased and later returns to the original amount, this change is not considered a rent increase within the 12-month limits under the Act.

Water usage

You can be charged full water consumption costs only if the property owner/manager meets a specific set of conditions. Check your tenancy agreement and our website for more detail.

Water bills may be issued quarterly or half-yearly. Check with your property owner/manager how often and when bills are issued. These bills must be provided by a property manager/owner within 4 weeks of receiving the document or you do not have to pay.

Electricity/gas/phone/internet

Check your tenancy agreement – in most cases you will need to arrange connection and pay for the services. Check with the property owner/manager to clarify arrangements for internet or TV connections, satellite dish installation or solar electricity rebates (if applicable).

For general service charges in tenancy agreements and moveable dwellings, where you pay for utilities or other services, a property manager/owner must provide you with a copy of the document from the relevant service provider that shows the charges. This must be done within 4 weeks of the property manager/owner receiving the document.

This requirement applies to individually metered utilities for moveable dwellings and it does not include service charges or utilities services that are included in the rent.

Entry condition report

The property owner/manager must give you an [Entry condition report \(Form 1a\)](#).

It is important for you to take the time and check the condition of the property at the start of the tenancy. This will help to avoid disputes about the condition of the property when you move out. You must complete the report and return a signed copy to the property owner/manager within 7 days. The property owner/manager must give you a copy of the signed final report within 14 days.

To prevent disputes, the RTA strongly advises both parties ensure the meter reading is recorded in both entry and exit conditions reports at the beginning and end of the tenancy.

The RTA also recommends taking photos and attaching them to the report as proof of the condition of the property.

During a tenancy

Maintenance

You are responsible for looking after the property and keeping it, and any inclusions (like the oven), clean. The property owner/manager is responsible for ensuring the property is fit to live in and in a good state of repair, including carrying out general repairs and maintenance during your tenancy. They must also make sure the property complies with any health and safety laws.

Minimum housing standards

Minimum housing standards, aim to ensure all Queensland rental properties are safe, secure and functional.

The property must meet minimum housing standards when you move in and throughout the tenancy agreement.

Routine repairs

You should notify the property owner/manager of any necessary repairs. They will generally carry out repairs or organise someone to do them. You should not carry out repairs without written consent.

If you have notified the property owner/manager of a repair – by email, maintenance request, or a [Notice to remedy breach \(Form 11\)](#) – and they don't make the repair within a reasonable time, you can apply for free dispute resolution at the RTA and may have the option to apply for a repair order from the Tribunal after conciliation.

When entering the property for repairs the property owner/manager must provide the appropriate entry notice period. If you or your guests damage the property, you will have to pay for the repairs.

What to do for emergency repairs

If the property owner/manager or nominated repairer listed on your tenancy agreement (or the front page of this guide) cannot be contacted, you can:

1. arrange for a qualified person to carry out emergency repairs to a maximum value of 4 weeks rent (check your tenancy agreement to clarify what is an emergency repair).

If you pay the repairer, you will need to give the receipt to the property owner/manager who must pay you back within 7 days. Keep copies of all receipts. Alternatively, you can ask the property owner/manager to pay the repairer directly.

2. Make an urgent application to the Tribunal for a repair order for the emergency repair.

Applying for a repair order

To avoid issues with enforceability of a repair order you are encouraged to list all relevant parties – including the property owner in the application to QCAT. Although QCAT determines the content and specifics of a repair order, including the property owner on the application may help to clarify accountability, support compliance, and

encourage timely repairs. The property owner's details may be found in the tenancy agreement or by contacting the managing party for the rental property.

Learn more about how to apply for a repair order in the [Repair orders fact sheet](#).

Smoke alarms

Property owners/managers must install, maintain and replace smoke alarms in rental properties, in line with Queensland legislation. Visit Queensland Fire Department (fire.qld.gov.au) for more information. You also have responsibilities including testing and cleaning smoke alarms and replacing batteries (unless the battery is built into the smoke alarm in a way that prevents the battery being removed). See our website for more information.

Fixtures

Fixtures and structural changes can only be made with the property manager's/owner's written consent. You are required to use the [Request for approval to attach fixtures or make structural changes \(Form 23\)](#), to request permission from a property manager/owner to attach fixtures or make structural changes to the premises. A property manager/owner must respond to your request in writing within 28 days after receiving the request. You cannot attach fixtures or make structural changes to the premises solely because your property manager/owner has not responded within the 28 day timeframe.

If you proceed to attach fixtures or make structural changes to the premises without agreement you are in breach of the agreement.

A tenant experiencing domestic and family violence can arrange for a qualified tradesperson to change the locks in their rental property to ensure their personal safety. The tenant must provide copies of the keys to the property owner/manager unless the property owner/manager agrees to not being given a copy of the key.

A tenant cannot change locks to common property in community title schemes.

Requesting to rent with a pet

If you wish to keep a pet at the property, you must seek written approval from the property owner using a [Request for approval to keep a pet in rental property \(Form 21\)](#).

The property owner must respond in writing within 14 days after receiving your request.

- If they approve, they can outline additional reasonable conditions for the approval of the pet. You may agree to the outlined conditions or try to negotiate.
- If they do not approve the request, they must provide a specific reason under the legislation for rejecting the request.

When considering keeping a pet, you must also adhere to other applicable rules such as house rules, local council laws or body corporate by-laws.

Inspections and viewings

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

The property owner/manager may also need to enter the property for repairs or a viewing if it is being re-let or put up for sale. In most cases they must give you an [Entry notice \(Form 9\)](#) before they can enter. However, they may enter in an emergency or if you verbally agree with the entry. Entry must occur at a reasonable time. Visit our website for more details.

If your property manager/owner serves you a [Notice to leave \(Form 12\)](#) or you issue a [Notice of intention to leave \(Form 13\)](#), a property owner/manager cannot enter the property more than 2 times within a 7 day period while that notice is in effect. It's important to note that if a Notice to leave (Form 12) is issued at the beginning of the tenancy, the entry limit of twice in 7 days will apply for the entirety of the notice period.

The limitation does not apply where the entry is:

- by mutual agreement with a tenant
- to comply with the *Fire Services Act 1990* in relation to smoke alarms
- to comply with the *Electrical Safety Act 2022* in relation to approved safety switches
- where a property manager/owner reasonably believes that entry is necessary to protect the premises or its contents from imminent or further damage.

For open home inspections (when multiple inspections occur at the same time), your written consent must be sought by the property owner/manager.

Sub-letting and co-tenancies

If you want to rent out a room or part of the property, you must seek written permission from the property manager/owner and they must have good reason to say no.

Check your tenancy agreement first, talk to your property owner/manager and get any agreed arrangements in writing. Head-tenants have the same responsibilities as a property owner/manager including giving their sub-tenant a receipt for bond money paid and lodging the bond with the RTA.

Problems

If you do something wrong

If you breach the agreement, the property owner/manager can issue a [Notice to remedy breach \(Form 11\)](#).

Example: you don't pay the rent as per the tenancy agreement and it remains unpaid for 7 days or more or you do not keep the property in the agreed condition.

If you don't fix the problem you may be given a [Notice to leave \(Form 12\)](#) by the property owner/manager.

If the property owner/manager does something wrong

If the property owner/manager breaches the agreement, you can issue a [Notice to remedy breach \(Form 11\)](#).

Example: the property owner/manager fails to keep the property well maintained, does not respond to a repair request or enters the property without the correct notice.

If you have notified the property owner/manager of a repair and they have not taken action within a reasonable timeframe, you may have the option to apply to the Tribunal for a repair order.

Resolving problems

Good communication is the key to resolving most problems. Find out your rights and responsibilities and talk to the property owner/manager directly. If this does not work, the RTA's free and impartial dispute resolution service may be able to help. If it remains unresolved, you may be able to take the matter to the Queensland Civil and Administrative Tribunal (QCAT).

Extending your fixed term tenancy

If you want to stay on under a new fixed term agreement, and there are no changes other than the end date, you and the property owner/manager should sign a letter or statement that includes the new date.

If there are changes to any of the terms of the agreement, the property owner/manager will need to prepare a new written tenancy agreement and you must both sign it before the old one ends. If there is a significant change (e.g. a rent increase you think is excessive) you can dispute it, but only after you've signed the new agreement.

Note: that the rent cannot be increased unless at least 12 months have passed since the last rent increase and a property manager/owner must offer you at least two ways to pay rent. One of these ways must not exceed reasonable transactional costs (costs beyond standard transaction fees), and it must be reasonably accessible to you.

If the end date of a fixed term agreement goes by without any contact between you and the property owner/manager, it continues as a periodic agreement.

Moving out

Ending your fixed term or periodic agreement

You cannot move out at the end of a fixed term agreement without giving notice.

If you wish to leave you must give 14 days notice in writing. If the property manager/owner wants you to leave they must give you 2 months notice.

You must continue to pay rent until you move out.

You must leave the property in the same condition it was in before you moved in, fair wear and tear excepted.

Remember to disconnect your electricity, gas, telephone and internet from your current property and re-direct your mail when you move out.

Breaking your tenancy agreement

If you break the tenancy agreement (e.g. you decide to leave early), you may be responsible for reletting costs.

Reletting costs for fixed-term agreements are calculated based on how much of the lease has expired. The specific reletting costs depend on how much of the agreed tenancy duration has passed when you vacated:

- Less than 25% = 4 weeks rent
- 25% to less than 50% = 3 weeks rent
- 50% to less than 75% = 2 weeks rent
- 75% or more = 1 week's rent
- For agreements up to 3 years it's the lower amount of the specified reletting costs or the rent until a new tenant moves in.

Excessive hardship

If you experience excessive hardship and are unable to continue the tenancy, you can make an urgent application to QCAT to end the tenancy.

Examples of excessive hardship can include serious illness or loss of employment.

The person applying to QCAT will need to show evidence of their circumstances. QCAT may make orders regarding compensation to the property owner/manager and terminating the tenancy from an agreed date.

Exit condition report

You should complete an [Exit condition report \(Form 14a\)](#). It shows the condition of the property when you leave and compares it to the condition of the property when you moved in. If possible you should try to arrange a final inspection with your property owner/manager.

The property owner/manager should complete their side of the report, sign it and return a copy to you within 3 business days of receiving it.

To prevent disputes, the RTA strongly advises both parties ensure the meter reading is recorded in both entry and exit conditions reports at the beginning and end of the tenancy.

The RTA also recommends taking photos and attaching them to the report to prove the condition of the property.

Getting your bond back

You get your bond back at the end of the tenancy as long as no money is owed to the property owner/manager for rent, damages or other costs. You can apply to have your bond money returned on, or after, the expiry date for the notice ending the tenancy. You need to provide the RTA with your contact details, forwarding address and bank account details to receive your bond refund. You can update your details quickly and easily online using [RTA Web Services](#).

Bonds can only be refunded into Australian bank accounts. The quickest and easiest way to get your bond back is an agreed refund between you and your property owner/manager.

Rental bonds lodged on or after 30 September 2024 will require supporting evidence to be provided to you when a property manager/owner claims or disputes a bond refund request. This must be done within 14 days of the bond claim or dispute. Not providing supporting evidence to you when a claim or dispute is made against a bond is an offence.

For rental bonds lodged with the RTA before 30 September 2024, a 12 month transitional period from 30 September 2024 to 30 September 2025 applies. Evidence does not need to be provided for bond claims until after this period expires.

If you and the property owner/manager agree on the refund amount

You and the property owner/manager can request a bond refund online using [RTA Web Services](#). Alternatively, you and your property owner/manager must sign the paper based [Refund of rental bond \(Form 4\)](#) and submit it to the RTA. The RTA will refund the bond as directed within a few days.

If you and the property owner/manager disagree

The RTA encourages you and your property owner/manager to try and resolve any issues in the first instance. Either you or the property owner/manager can submit a bond refund form online using [RTA Web Services](#) or the paper based [Refund of rental bond \(Form 4\)](#).

The RTA will process the first refund request made (Party A). If the other person (Party B), whose signature/ agreement is missing, disagrees with Party A's refund request, they can dispute the claim within the timeframe stated to prevent payment.

The RTA will send Party B a Notice of claim and Party B can disagree digitally via [Web Services](#) or submit a [Dispute resolution request \(Form 16\)](#) to the RTA by the due date. If the RTA does not receive a digital response via Web Services or a completed Form 16 from Party B within the 14 day period as stated on the notice, the bond will be paid out, as directed on Party A's bond refund form.

If Party B disagrees on the bond refund through the above process, it will commence the dispute process with the RTA's dispute resolution service where a conciliator will try to help resolve the disagreement. If agreement is reached, both parties will need to sign a bond refund form and the bond is paid out as what is agreed in this process.

If agreement is not reached, Party B (the person who disputed the refund form) can apply to QCAT for a decision. They must do so within 7 days and notify the RTA in writing of the QCAT application within the correct timeframe.

If no QCAT application is lodged by Party B within the 7 day timeframe, the RTA will pay the bond as directed on Party A's bond refund form. More details on dispute resolution are available at rta.qld.gov.au and information about QCAT can be found at qcat.qld.gov.au.

Connect with us[LinkedIn](#)[YouTube](#)[Instagram](#)[eNews](#)[Podcast](#)

Domestic and family violence support

Domestic and family violence in a rental property

Domestic and family violence is any form of violence or abuse where the abusive person is a spouse (including de facto), an intimate or dating partner, a family member or an informal carer.

A person who experiences domestic and family violence in a rental property has rights under tenancy law, even if they are not named on the tenancy agreement.

If someone in a rental property is experiencing domestic and family violence and no longer feels safe living in the property, they can end their interest in a tenancy agreement by providing the property owner or manager seven days notice of their intention to vacate supported by relevant evidence. They can vacate before 7 days but they are responsible for paying rent until the end of the 7 day notice period.

Tenants can complete a [Notice ending tenancy interest \(domestic and family violence\) \(Form 20\)](#) to end their interest in a tenancy agreement.

Tenants and property owners/managers can also complete a [Bond refund for persons experiencing domestic and family violence \(Form 4a\)](#) to request a rental bond refund for their bond contribution or a tenant's bond contribution due to a tenancy interest ending on grounds of experiencing domestic and family violence.

It is critical that property owners/managers maintain the privacy of a tenant who is experiencing domestic and family violence to ensure their safety. Penalties apply for those who do not follow the legislated requirements. Learn more about your rights and responsibilities at rta.qld.gov.au.

A person can also apply to QCAT to:

- end the tenancy agreement
- be listed as the tenant
- remove the name of the person who has committed an act of domestic violence from the tenancy agreement
- prevent their personal information being listed in a tenancy database where a breach of the agreement is a result of the actions of a person who has committed an act of domestic or family violence.

Every person has a right to feel safe and live free from violence. If there is violence in your home, you may be able to apply for a domestic violence order (DVO).

Visit the Queensland Courts website courts.qld.gov.au for more information on domestic violence orders.

If you are affected by domestic and family violence and/or sexual abuse, you can contact any of the organisations below for free and confidential support and assistance.

Contact information

Residential Tenancies Authority

w rta.qld.gov.au

t 1300 366 311 (Mon – Fri: 8:30am – 5pm)

Emergency

Police, firefighters or ambulance

t 000 (triple zero)

Tenants Queensland

w tenantsqld.org.au

t 1300 744 263

National Relay Service

Assistance for people who are deaf and/or find it hard hearing or speaking

t 133 677

Lifeline

Crisis support and suicide prevention services

t 13 11 14

DV Connect

Domestic, family and sexual violence support services

w dvconnect.org

t 1800 811 811 – Womensline

t 1800 600 636 – Mensline

t 1800 010 210 – Sexual Assault Hotline

1800 RESPECT

National sexual assault, domestic and family violence counselling service

w 1800respect.org.au

t 1800 737 732

Aboriginal Family Domestic Violence

Victims rights, counselling and financial assistance

t 1800 019 123



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).

Stay informed

Sign up for **news** and **useful information** about renting in Queensland rta.qld.gov.au