



Seller disclosure statement

Property Law Act 2023 section 99

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

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

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

This statement does not include information about:

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

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

Part 1 – Seller and property details

Seller **Jason Stephen Makins**

Property address (referred to as the "property" in this statement) **7 MARTY STREET, WYNNUM WEST QLD 4178**

Lot on plan description **4/SP297853**

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

Yes **No**

If Yes, refer to Part 6 of this statement for additional information *If No, please disregard Part 6 of this statement as it does not need to be completed*

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

Title details	The seller gives or has given the buyer the following—	
	A title search for the property issued under the <i>Land Title Act 1994</i> showing interests registered under that Act for the property.	<input checked="" type="checkbox"/> Yes
	A copy of the plan of survey registered for the property.	<input checked="" type="checkbox"/> Yes

Registered encumbrances	<p>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.</p> <p>You should seek legal advice about your rights and obligations before signing the contract.</p>			
Unregistered encumbrances (excluding statutory encumbrances)	<p>There are encumbrances not registered on the title that will continue <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No to affect the property after settlement.</p> <p>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.</p> <p>Unregistered lease (if applicable)</p> <p>If the unregistered encumbrance is an unregistered lease, the details of the agreement are as follows:</p> <ul style="list-style-type: none"> » the start and end day of the term of the lease: <table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td style="padding: 2px 5px;">24/06/2025-22/06/2026</td></tr></table> » the amount of rent and bond payable: <table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td style="padding: 2px 5px;">\$895.00 rent and \$3580 bond</td></tr></table> » whether the lease has an option to renew: <table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td style="padding: 2px 5px;">No</td></tr></table> <p>Other unregistered agreement in writing (if applicable)</p> <p>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. <input type="checkbox"/> Yes</p> <p>Unregistered oral agreement (if applicable)</p> <p>If the unregistered encumbrance is created by an oral agreement, and is not an unregistered lease, the details of the agreement are as follows:</p> <div style="border: 1px solid black; height: 100px; width: 100%;"></div>	24/06/2025-22/06/2026	\$895.00 rent and \$3580 bond	No
24/06/2025-22/06/2026				
\$895.00 rent and \$3580 bond				
No				
Statutory encumbrances	<p>There are statutory encumbrances that affect the property. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>If Yes, the details of any statutory encumbrances are as follows:</i></p> <div style="border: 1px solid black; padding: 5px; min-height: 100px;"> <p>Rights and interests reserved to the Crown by Deed of Grant No. 10034004 (POR 134)</p> </div>			
Residential tenancy or rooming accommodation agreement	<p>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. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>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>) <table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td style="padding: 2px 5px;">24/06/2025</td></tr></table></p> <p>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.</p> <p>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.</p>	24/06/2025		
24/06/2025				

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	<p>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>):</p> <div style="border: 1px solid black; padding: 5px; width: fit-content;">EC Emerging community</div>		
Transport proposals and resumptions	<p>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.</p> <p style="text-align: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>The lot is affected by a notice of intention to resume the property or any part of the property.</p> <p style="text-align: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><i>If Yes, a copy of the notice, order, proposal or correspondence must be given by the seller.</i></p>		
* <i>Transport infrastructure</i> has the meaning defined in the <i>Transport Infrastructure Act 1994</i> . A <i>proposal</i> means a resolution or adoption by some official process to establish plans or options that will physically affect the property.			
Contamination and environmental protection	<p>The property is recorded on the Environmental Management Register or the Contaminated Land Register under the <i>Environmental Protection Act 1994</i>.</p> <p style="text-align: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>The following notices are, or have been, given:</p> <p>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).</p> <p style="text-align: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>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).</p> <p style="text-align: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>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).</p> <p style="text-align: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		
Trees	<p>There is a tree order or application under the <i>Neighbourhood Disputes (Dividing Fences and Trees) Act 2011</i> affecting the property.</p> <p style="text-align: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><i>If Yes, a copy of the order or application must be given by the seller.</i></p>		
Heritage	<p>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).</p> <p style="text-align: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		
Flooding	<p>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.</p>		
Vegetation, habitats and protected plants	<p>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.</p>		

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.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	If a community titles scheme or a BUGTA scheme – a shared pool is located in the scheme.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	Pool compliance certificate is given.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	OR Notice of no pool safety certificate is given.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> 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.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	<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>		
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.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	The seller has been given a notice or order, that remains in effect, from a local, State or Commonwealth government, a court or tribunal, or other competent authority, requiring work to be done or money to be spent in relation to the property.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	<i>If Yes, a copy of the notice or order must be given by the seller.</i>		
Building Energy Efficiency Certificate	If the property is a commercial office building of more than 1,000m ² , a Building Energy Efficiency Certificate is available on the Building Energy Efficiency Register.		
Asbestos	The seller does not warrant whether asbestos is present within buildings or improvements on the property. Buildings or improvements built before 1990 may contain asbestos. Asbestos containing materials (ACM) may have been used up until the early 2000s. Asbestos or ACM may become dangerous when damaged, disturbed, or deteriorating. Information about asbestos is available at the Queensland Government Asbestos Website (asbestos.qld.gov.au) including common locations of asbestos and other practical guidance for homeowners.		

Part 5 – Rates and services

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

Rates

Whichever of the following applies—

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

Amount:

Date Range:

OR

The property is currently a rates exempt lot.**

OR

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

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

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

Water

Whichever of the following applies—

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

Amount:

Date Range:

OR

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

Amount:

Date Range:

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

Part 6 – Community titles schemes and BUGTA schemes

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

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

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

<p>Body Corporate and Community Management Act 1997</p>	<p>The property is included in a community titles scheme. (If Yes, complete the information below)</p>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<p>Community Management Statement</p>	<p>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.</p> <p>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.</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p>Body Corporate Certificate</p>	<p>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.</p> <p>If No— An explanatory statement is given to the buyer that states:</p> <ul style="list-style-type: none"> » 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. 	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<p>Statutory Warranties</p>	<p>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.</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p>Building Units and Group Titles Act 1980</p>	<p>The property is included in a BUGTA scheme (If Yes, complete the information below)</p>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<p>Body Corporate Certificate</p>	<p>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.</p> <p>If No— An explanatory statement is given to the buyer that states:</p> <ul style="list-style-type: none"> » 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. <p>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.</p>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

Signatures – SELLER

Jason Makins

Signature of seller

Signature of seller

Jason Stephen Makins

Name of Seller

Name of Seller

13/5/2026 | 2:24 PM AEST

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: 51159292	Search Date: 21/04/2026 14:54
Date Title Created: 17/09/2018	Request No: 55853725
Previous Title: 12849168	

ESTATE AND LAND

Estate in Fee Simple

LOT 4 SURVEY PLAN 297853

Local Government: BRISBANE CITY

REGISTERED OWNER

Dealing No: 719780012 06/12/2019

JASON STEPHEN MAKINS

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 10034004 (POR 134)
2. EASEMENT IN GROSS No 718988708 13/09/2018 at 15:05
burdening the land
BRISBANE CITY COUNCIL
over
EASEMENT F ON SP297862
3. MORTGAGE No 724308405 29/08/2025 at 12:36
WESTPAC BANKING CORPORATION A.C.N. 007 457 141

ADMINISTRATIVE ADVICES

NIL

UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

FINAL 135195-1 (TUE/BNE)

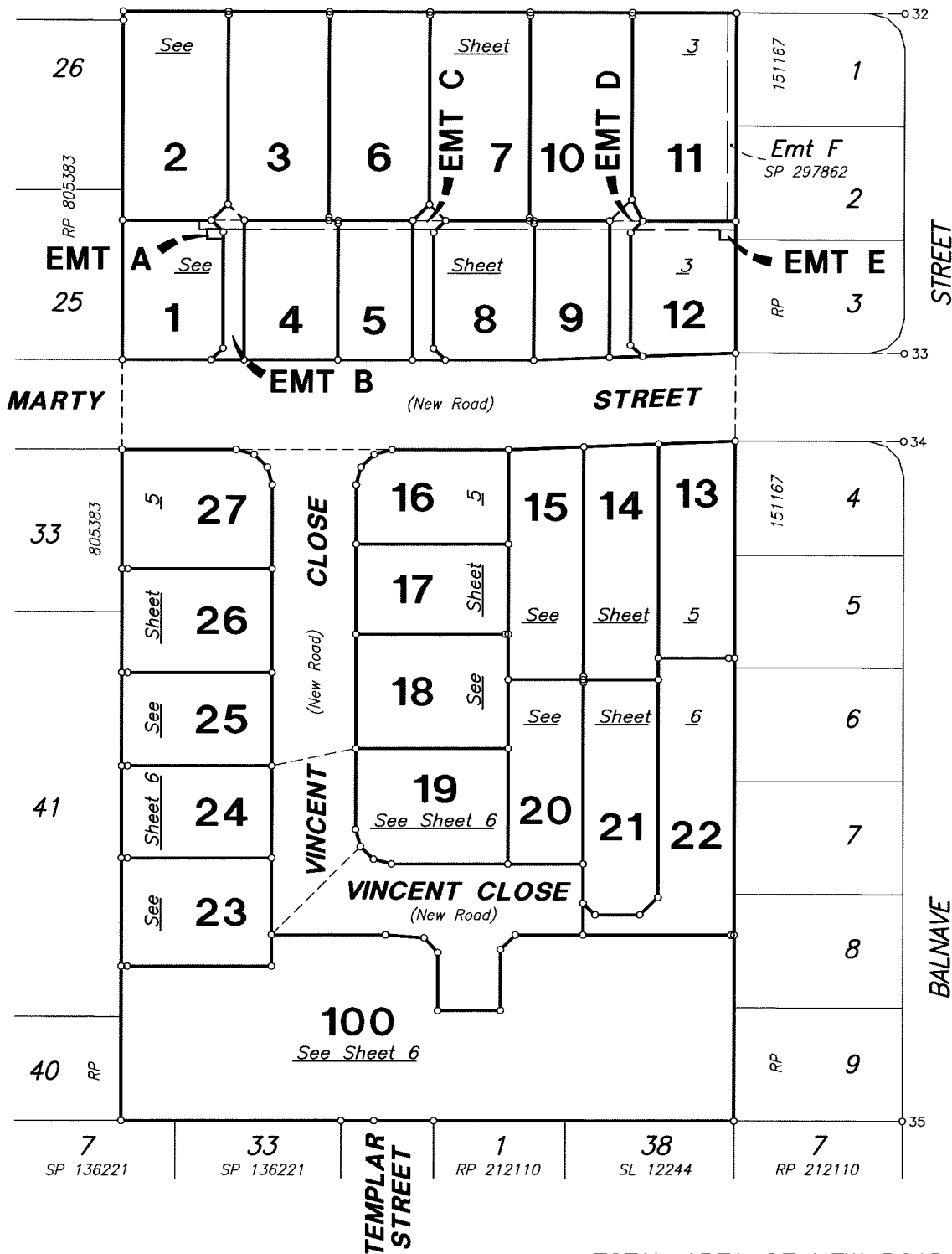
Land Title Act 1994 ; Land Act 1994
 Form 21 Version 4

SURVEY PLAN

Sheet 1 of 6

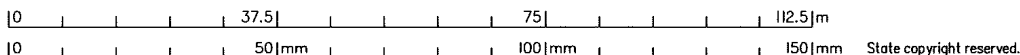
CRAWFORD

ROAD



Peg placed at all new corners unless shown otherwise.

TOTAL AREA OF NEW ROAD
 3387 m²



RPS Australia East Pty Ltd (ACN 140 292 762) hereby certify that the land comprised in this plan was surveyed by the corporation, by Joel Matthew REDDIX, surveying graduate, for whose work the corporation accepts responsibility, under the supervision of Andrew Collin GARRETT, cadastral surveyor 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 10/08/2018.

...
 Authorised Delegate
 Date

PLAN OF
LOTS 1 - 27, 100, & EASEMENTS A - E
IN LOTS 1, 3, 7, 10 & 12 RESPECTIVELY
Cancelling Lot 15 on RP 33310

LOCAL GOVERNMENT: BRISBANE CITY LOCALITY: WYNNUM WEST

Meridian: MGA (Zone 56) Vide CORS

Survey Records NO

Scale: 1 : 750

Format: STANDARD



SP297853

FINAL 135195-1 (TJE/BNE)

Land Title Act 1994 ; Land Act 1994
Form 21B Version 1

718988734

\$3258.00
13/09/2018 15:06

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.**

5. Lodged by
TURRISI PROPERTIES PTY LTD 242A
3A CAMBRIDGE STREET WEST END, QLD 4101
admin@turrisiproperties.com.au
32215900

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

1. Certificate of Registered Owners or Lessees.

I/We PLANT TURRISI PTY LTD
ACN 617 428 494

(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~~



PLANT TURRISI PTY LTD
ACN 617 428 494 BY ITS
DULY CONSTITUTED ATTORNEY
BENJAMIN KEWLEY UNDER
REGISTERED ATTORNEY NO.
717902852

*Rule out whichever is inapplicable

2. Planning Body Approval.

* **Brisbane City Council**

hereby approves this plan in accordance with the:

% **PLANNING ACT 2016**

Dated this 17th day of September, 2018

Col Myer #
Helen Nevin #
Delegate

*Insert the name of the Planning Body.

% Insert applicable approving legislation.

3. Plans with Community Management Statement :

CMS Number :

Name :

4. References :

Dept File :
 Local Govt : A005001875
 Surveyor : 135195-1

6. Existing		Created		
Title Reference	Description	New Lots	Road	Secondary Interests
12849168	Lot 15 on RP33310	1 - 27 & 100	New Road	Easements A - E

Mortgage	Lots Fully Encumbered	Lots Partially Encumbered
718530314	1 - 27 & 100	-

Easement	Lots to be Encumbered
718988708 (Emt F on SP 297862)	1, 3 - 5 & 7 - 12

1-27 & 100	Por 134
Lots	Orig

7. Orig Grant Allocation :

8. Passed & Endorsed :

By: **RPS Australia East Pty Ltd**
 Date: 17/09/18
 Signed: W. Buckle
 Designation: **Cadastral Surveyor**

9. 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

Authorised Delegate _____ Date _____
 Cadastral Surveyor/Director*
 *delete words not required

10. Lodgement Fees :

Survey Deposit \$
 Lodgement \$
 New Titles \$
 Photocopy \$
 Postage \$
 TOTAL \$

11. Insert Plan Number

SP297853



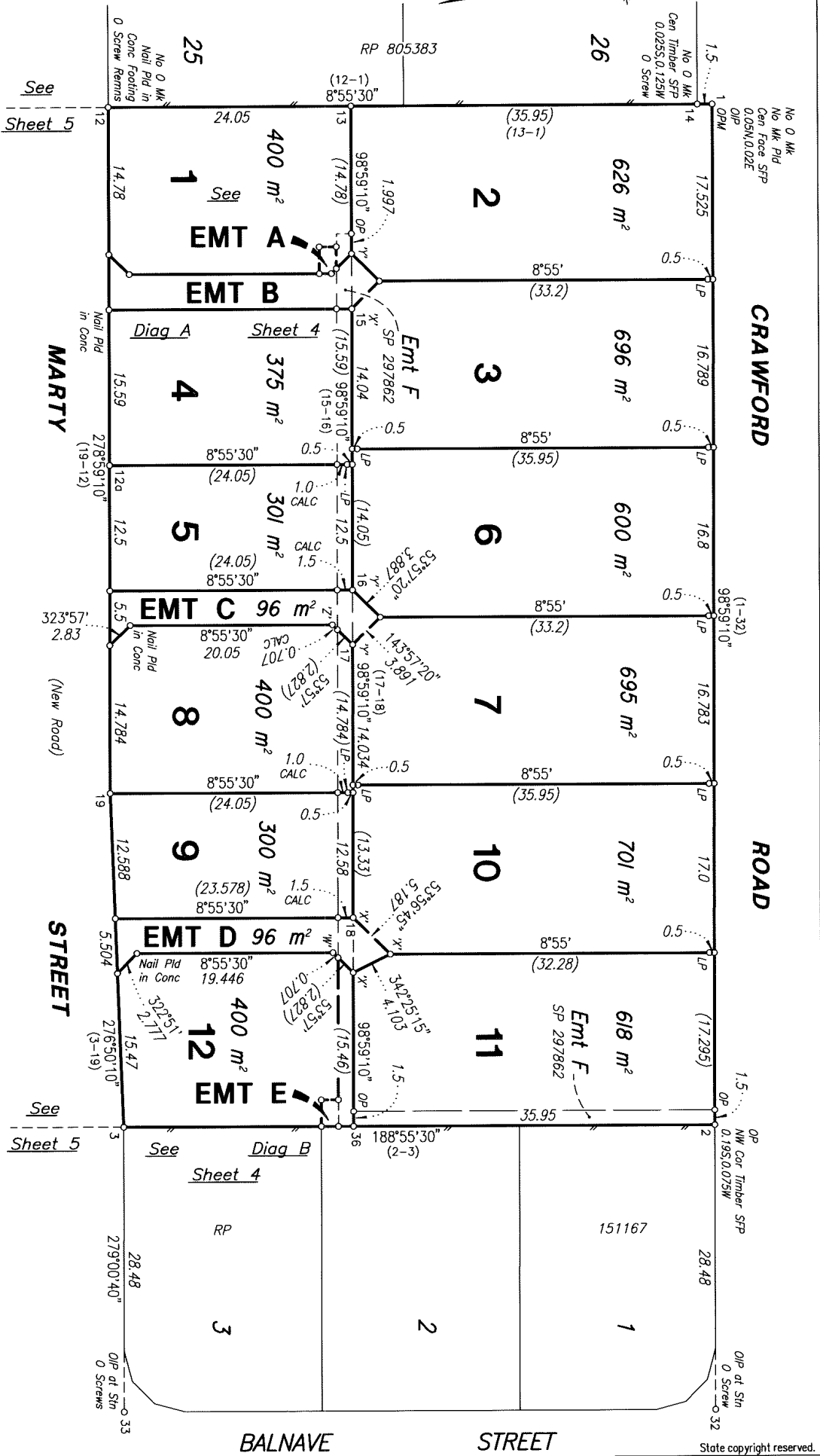
FINAL 1-5616151

REFERENCE		MARKS		
STN	TO	BRG	DIST	REMARKS
1	O/P	170°59'	9.152	4/15233864
3	Nail in Kerb	190°01'	3.699	
12	Nail in Kerb	173°44'	3.855	
12	O Screw in Kerb	220°0'	4.367	26/15233864
12a	Nail in Kerb	210°05'	4.006	15/15233864
14	O Screw in Kerb	322°37'40"	5.216	6/15233864
32	O/P	98°59'10"	1.982	6/15233864
32	O Screw in Kerb		1.982	19/15233864
33	O/P	188°55'30"	1.328	19/15233864
33	O Screw in Kerb	99°00'40"	1.418	19/15233864
33	O Screw in Kerb	122°41'	12.773	9/15233864

PERMANENT MARKS				
PM	BRG	DIST	No.	REMARKS
1-OPM	334°41'30"	20.115	117906	41/15233864

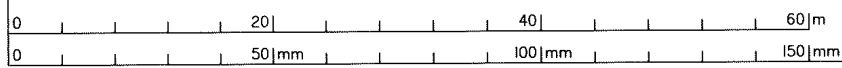
'w' denotes Punch Mk Pld in Steel Upright
'x' denotes Nail Pld in Conc
'y' denotes Nail Pld in Conc Footing
'z' denotes No Mk Pld (Inaccessible), SW Cor Steel Upright 0.06N,0.01W

Scale 1 : 400



State copyright reserved.

Insert Plan Number **SP297853**



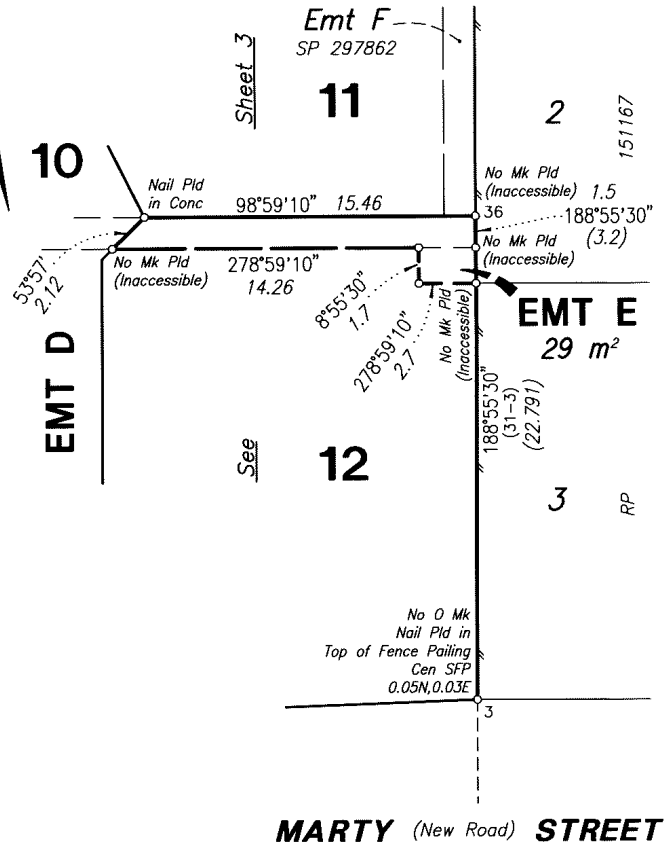
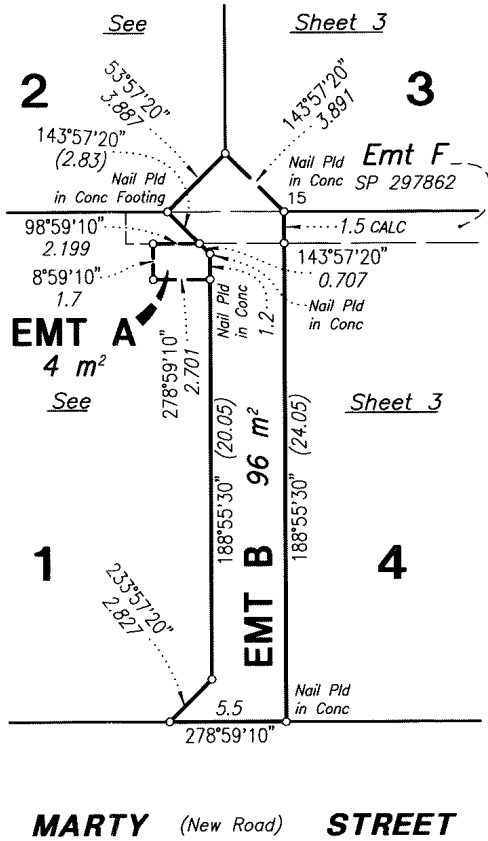
FINAL 135195-1 (TJE/BNE)

DIAGRAM A

1 : 250

DIAGRAM B

1 : 250



REFERENCE MARKS				
STN	TO	BRG	DIST	REMARKS
3	Nail in Kerb	190°01'	3.699	

MGA COORDINATES GDA-94							
STN	EAST	NORTH	ZONE	P.U.	LINEAGE	METHOD	REMARKS
PM117906	514 705.347	6963 852.383	56	0.012	Datum	Traverse	Standard Peg
5	514 785.16	6963 629.28	56	0.03	Derived		

REINSTATEMENT REPORT

- Plans searched - IS 233864 & RP 33310
- This plan follows IS 233864 which fully surveys the cancelled lot.

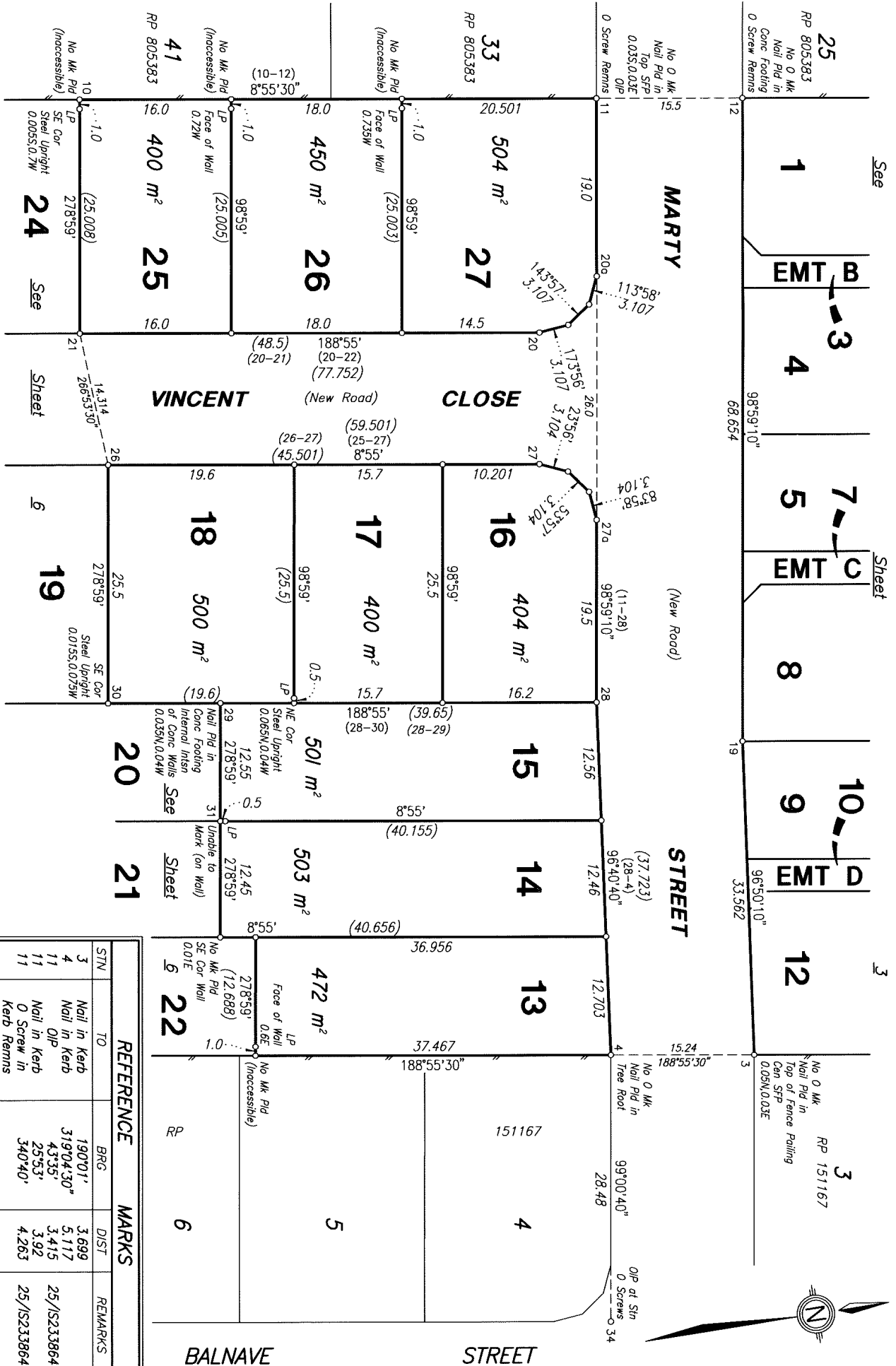
State copyright reserved.



Insert Plan Number **SP297853**

Land Title Act 1994 ; Land Act 1994
Form 21A Version 1

FINAL 135195151

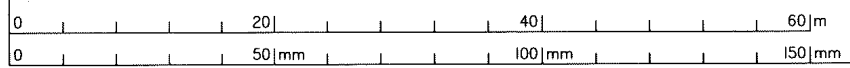


Scale 1 : 400

STN	TO	BRG	DIST	REMARKS
3	Nail in Kerb	190°01'	3.699	
4	Nail in Kerb	319°04'30"	5.117	
11	DIP	43°53'	3.415	25/IS233864
11	Nail in kerb	25°53'	3.92	
11	O Screw in Kerb	340°40'	4.263	25/IS233864
12	Nail in kerb	173°44'	3.855	
12	O Screw in Kerb	220°0'	4.367	26/IS233864
20a	Kerb Remns Nail in Kerb	101°00'30"	8.262	
27a	Nail in Kerb	279°12'	7.928	20/RP151167
34	DIP	8°55'30"	1.321	20/RP151167
34	O Screw in Kerb	99°00'40"	1.441	20/RP151167

State copyright reserved.

Insert Plan Number **SP297853**



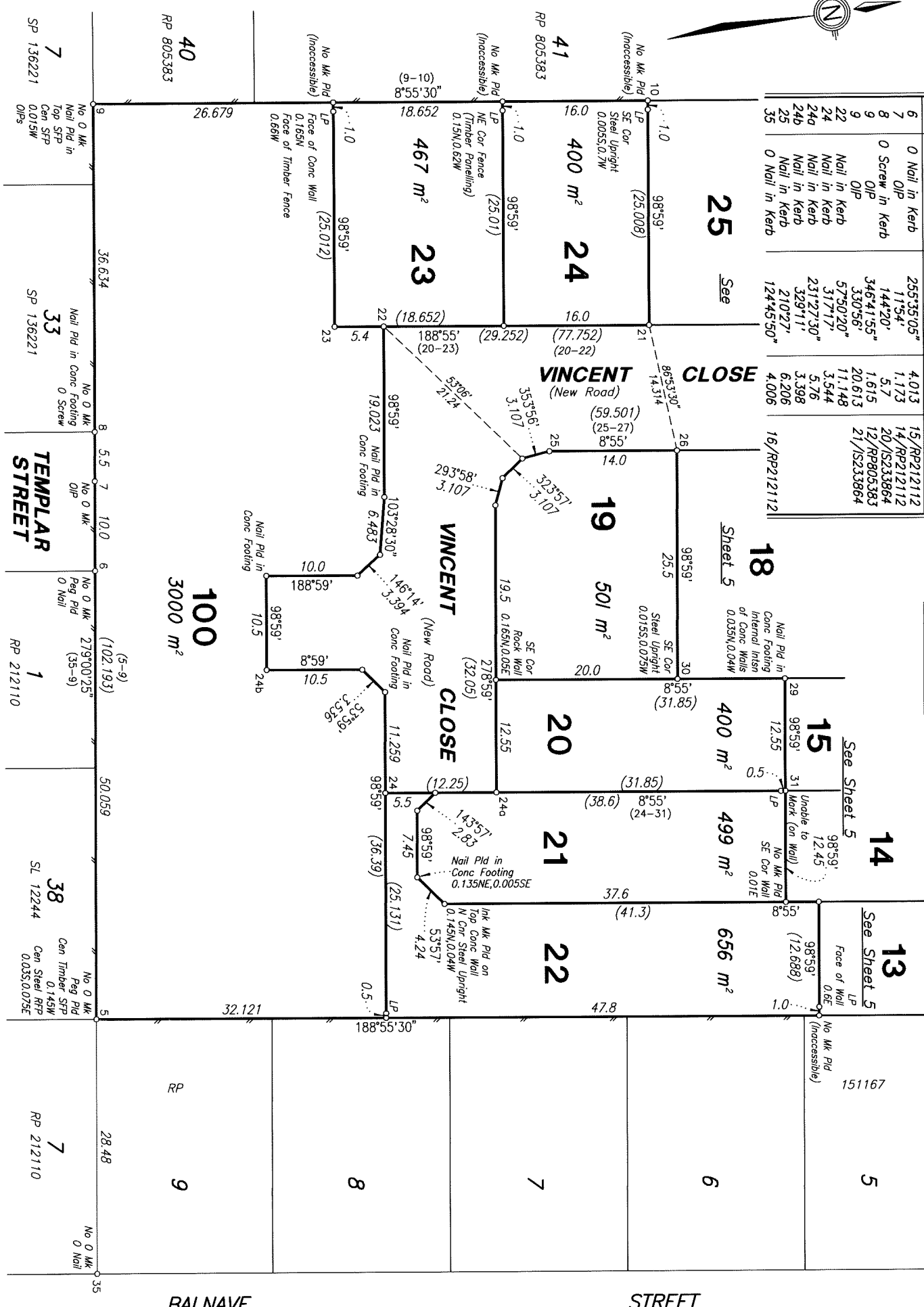
Land Title Act 1994 ; Land Act 1994
Form 21A Version 1

31/01/2011 11:56:15 AM

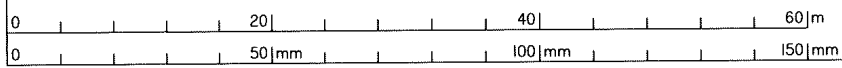


REFERENCE		MARKS	
STN	TO	BRG	DIST
6	0 Nail in Kerb	255°35'05"	4.013
7	0 PIP	11°54'	1.173
8	0 Screw in Kerb	144°20'	5.7
9	0 PIP	346°41'55"	1.615
9	0 PIP	330°56'	20.613
22	Nail in Kerb	57°50'20"	11.148
24	Nail in Kerb	317°17'	3.544
24a	Nail in Kerb	231°27'30"	5.76
24b	Nail in Kerb	329°11'	3.398
25	Nail in Kerb	210°27'	6.206
35	0 Nail in Kerb	124°45'50"	4.006

Scale 1 : 400



State copyright reserved.
Insert Plan Number **SP297853**



The property lot report shows the zone, neighbourhood plan, overlays and related information that apply to the lot on plan selected.

Property Address

7 MARTY ST WYNNUM WEST 4178

Parcel Details

Lot No and Plan: Lot 4 on SP297853

Full Property Holding:
Lot 4 on SP297853

Title Area *: 375 m²

Ward: WYNNUM-MANLY

PDF Maps GRID Reference: Map 22

* refer NOTES below

[Open Cityplan.Brisbane.qld.gov.au](http://Open.Cityplan.Brisbane.qld.gov.au)



Zones

Name	Description
EC Emerging community	The purpose of the Emerging community zone code is to: (a) Identify land that is suitable for urban purposes and conserve land that may be suitable for urban development in the future. (b) Manage the timely conversion of non-urban land to urban purposes. (c) Prevent or discourage development that is likely to compromise appropriate longer term land use. Refer to Part 6 in the City Plan 2014 and the Factsheets.

Neighbourhood Plans

Name	Description
Wynnum West neighbourhood plan	Neighbourhood Plans provide detailed guidance for development on sites within a Neighbourhood Plan boundary. Refer to the Wynnum West neighbourhood plan code.

Overlays

Name	Description
Airport environs overlay	The Airport environs overlay deals with issues of State Interest. It may also include locally identified issues that relate to airport environments. Refer to Part 8 in the City Plan 2014.
OLS - Conical limitation surface boundary	OLS – Conical limitation surface boundary sub-categories of the Airport environs overlay. NOTE: Where development intrudes into an airport’s OLS or PANS-OPS, advice from the Civil Aviation Safety Authority should be sought.
Procedures for air navigation surfaces (PANS)	Procedures for air navigation surfaces (PANS) sub-categories of the Airport environs overlay. NOTE: Where development intrudes into an airport’s OLS or PANS-OPS, advice from the Civil Aviation Safety Authority should be sought.
BBS zone - Distance from airport 3-8km	BBS zone - Distance from airport 3-8km sub-categories of the Airport environs overlay.

Name	Description
Community purposes network overlay	<p>The Community purposes network overlay implements the policy direction in the Strategic framework with respect to Brisbane's coordinated infrastructure planning and delivery, identifying land within the Community purposes network. Refer to Part 8, Part 10 Other Plans, Part 10.3.1 long term infrastructure plans for the Community Purpose Network in the City Plan 2014 and the Factsheets.</p> <p>The Community purposes network overlay includes the following sub-categories:</p> <ul style="list-style-type: none"> • Existing trunk park sub-category • Existing non-trunk park sub-category • Existing community facilities and land for community facilities sub-category • LGIP planned land for community facilities specific location sub-category • LGIP planned park acquisition specific location sub-category • LGIP planned park upgrade specific location sub-category • LGIP planned park embellishment specific location sub-category • LGIP planned corridor park specific location sub-category • Long term land for community facilities specific location sub-category • Long term park specific location sub-category • Long term corridor park specific location sub-category
Critical infrastructure and movement network overlay	<p>Refer to the Community purposes network map to see which sub-categories are relevant to specific properties.</p> <p>For property enquiries relating to long term infrastructure contact Council via the Pre-lodgement advice service.</p> <p>The Critical infrastructure and movement network overlay identifies critical assets and movement networks. Refer to Part 8 in the City Plan 2014.</p> <p>The Critical infrastructure and movement network overlay includes:</p> <ul style="list-style-type: none"> • Critical assets sub-category • Critical infrastructure and movement planning area sub-category
Critical infrastructure and movement planning area sub-category	<p>Refer to the overlay map to see which sub-categories are relevant to specific properties.</p> <p>Critical infrastructure and movement planning area sub-category of the Critical infrastructure and movement network overlay.</p>
Potential and actual acid sulfate soils overlay	<p>The Potential and actual acid sulfate soils overlay deals with issues of State Interest. It may include areas of land identified within Brisbane as having potential or actual acid sulfate soils. Refer to Part 8 in the City Plan 2014.</p>
Potential and actual acid sulfate soils sub-category	<p>Potential and actual acid sulfate soils sub-category of the Potential and actual acid sulphate soils overlay.</p>
Land above 5m AHD and below 20m AHD sub-category	<p>Land above 5m AHD and below 20m AHD sub-category of the Potential and actual acid sulphate soils overlay.</p>
Road hierarchy overlay	<p>The Road hierarchy overlay applies to the existing and future road networks, including state controlled roads. Refer to Part 8 and Part 10 Other Plans, Part 10.3.3 long term infrastructure plans (corridor plan) for the road network in the City Plan 2014 and the Factsheets.</p> <p>The Road hierarchy overlay includes:</p> <ul style="list-style-type: none"> • Motorways sub-category • Arterial roads sub-category • Suburban roads sub-category • District roads sub-category • Neighbourhood roads sub-category • Future motorway sub-category • Future arterial road sub-category • Future suburban road sub-category • Future district road sub-category • Primary freight routes sub-category • Primary freight access sub-category
	<p>Refer to the overlay map to see which sub-categories are relevant to specific properties.</p> <p>NOTE: Land that adjoins land where an overlay sub-category applies, is within the overlay sub-category.</p>

Name	Description
Streetscape hierarchy overlay	<p>The Streetscape hierarchy overlay identifies the various functions of the streetscape network and determines how development is assessed to ensure high quality subtropical streetscape outcomes are achieved. Refer to Part 8 in the City Plan 2014. The Streetscape hierarchy overlay includes:</p> <ul style="list-style-type: none"> • Subtropical boulevard - in centre verge width 6m sub-category • Subtropical boulevard - in centre verge width 5m sub-category • Subtropical boulevard - in centre verge width 3.75m/4.25m sub-category • Subtropical boulevard - out of centre verge width 6m sub-category • Subtropical boulevard - out of centre verge width 5m sub-category • Subtropical boulevard - out of centre verge width 3.75m/4.25m sub-category • Centre street major sub-category • Centre street minor sub-category • Neighbourhood street major subcategory • Neighbourhood street minor sub-category • Industrial street sub-category • Pathway link sub-category • Corner land dedication sub-category • Locality street subcategory • Laneway sub-category • Wildlife movement solution sub-category <p>Refer to the overlay map to see which sub-categories are relevant to specific properties. NOTE: Land that adjoins land where an overlay sub-category applies, is within the overlay sub-category.</p>

Local Government Infrastructure Plan

Name	Description
INCLUDED in Priority Infrastructure Area Note. - some properties may be only partly included in the Priority Infrastructure Area.	The priority infrastructure area identifies the areas that the local government prioritises in order to provide trunk infrastructure for urban development. The purpose of the priority infrastructure area is to align the footprint for development with the plans for trunk infrastructure. LGIP maps are referenced in Part 4 of City Plan 2014. Local Government Infrastructure Plan mapping and support material are in Schedule 3 of City Plan 2014. Refer to Factsheets.
Plans for Trunk Infrastructure (PFTI) PFTI Map Grid Reference Map Grid 176 All networks applicable	All Networks. The Plans for Trunk Infrastructure maps (Schedule 3) have been grouped by map tile. Please also refer to the map indexes relevant to each of the networks: Transport network (pathway network and ferry terminals network) maps; Parks and land for community facilities network maps; Transport network (road network) maps; Stormwater network maps; NOTE: The water supply network and sewerage network related information is now included in Urban Utilities (UU) water netserv plan. Further details can be obtained from UU.

Other Plans

Name	Description
Stormwater network	<p>The Stormwater Code and the Long term infrastructure plans Other plan map for the Stormwater network implements the policy direction in the Strategic framework with respect to a coordinated infrastructure planning and delivery, identifying land within the Stormwater network. Refer to Part 9, Part 10 Other Plans, Part 10.3.2 long term infrastructure plans for the Stormwater network in the City Plan 2014 and the Factsheets.</p> <p>The Long term infrastructure plans Other plan map for the Stormwater network includes the following types of items:</p> <ul style="list-style-type: none">• Bioretention swale• Land• Natural channel• Pipe (new)• Pipe (relief drainage)• Culvert• Stormwater quality improvement device• Rehabilitation• Backflow prevention device <p>Refer to the Other plan map for Stormwater network to see which items are relevant to specific properties.</p> <p>For property enquiries relating to long term infrastructure contact Council via the Pre-lodgement advice service.</p>

Regard must be had to the *Brisbane City Plan 2014* when interpreting this property report (*this Report*). Some information relating to overlays and neighbourhood plans may not be shown in the Report.

NOTES


- a) Areas shown in this Report are approximate only.
- b) Contour information shown is from Council's 2002 Contour records.
- c) Further information on mining tenements issued under the Mineral Resources Act 1989 can be obtained from the Queensland State Government.
- d) A [Temporary Local Planning Instrument \(TLPI\)](#) may affect a particular property. TLPIs are not identified in this report. Visit the [Temporary Local Planning Instrument page](#) at www.Brisbane.qld.gov.au to confirm whether this property is included in a TLPI.
- e) Users of the information recorded in this document (the **Information**) accept all responsibility and risk associated with the use of the Information and acknowledge that regard must be had to the planning scheme provisions in interpreting the Information. Council gives no warranty in relation to the Information (including accuracy, reliability, completeness, currency or suitability) and accepts no liability (including without limitation, liability in negligence) for any loss, damage or costs (including consequential damage), relating to any use of this Information.

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City Plan 2014 — Airport environs overlay — Obstacle Limitation Surfaces (OLS) — boundary

 OLS – Conical limitation surface boundary


City Plan 2014 — Airport environs overlay — Procedures for Air Navigation Services — Aircraft Operations Surfaces — boundary

 Procedures for air navigation surfaces (PANS)

City Plan 2014 — Airport environs overlay — Bird and bat strike zone and Public safety — Bird and bat strike zone

 BBS zone – Distance from airport 3-8km

Local Government Authorities

 LGA boundary

Property boundaries holding

 Property Holding



Urban Utilities
ABN 86 673 835 011

Account Enquiries 13 26 57
Faults and Emergencies 13 23 64
www.urbanutilities.com.au

Water and Sewerage Quarterly Account

QUUR85_A4B/E-1/S-1/I-1/
MR JASON S MAKINS
303/61 PARRAWEEEN STREET
CREMORNE
NSW 2090

Property Location: 7 MARTY STREET
WYNNUM WEST 4178

Customer reference number	10 1093 6165 0000 8
Bill number	1093 6165 30
Date issued	17/03/2026
Total due	\$561.32
Current charges due date	22/04/2026

Your water usage

Water usage (kL)	64
Days charged	103

Average daily water usage (litres)

Current period	621
Same period last year	611

Account Summary Period 28/11/2025 - 10/03/2026

Your Last Account

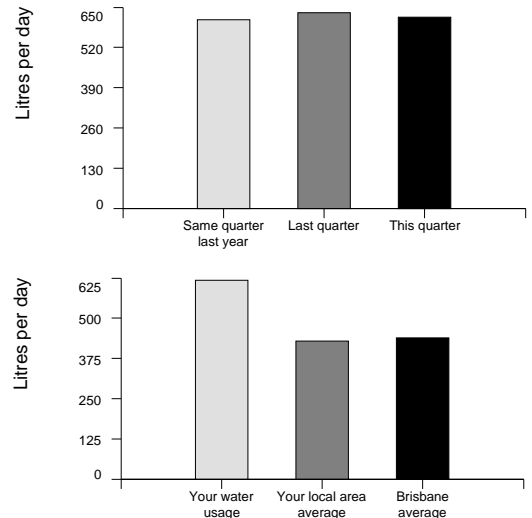
Amount Billed	\$468.55
Amount Paid	\$468.55CR

Your Current Account

Balance	\$0.00
Current Charges	\$561.32

Total Due \$561.32

If full payment is not received by the due date, simple interest (at an annual interest rate of 11%) will apply to each outstanding transaction.



WIN A \$500 CREDIT ON YOUR BILL!
SWITCH TO EBILLING FOR YOUR CHANCE TO WIN



Payment options

- Direct debit**
To arrange automatic payment from your bank account, visit www.urbanutilities.com.au/directdebit
- Telephone and internet banking – BPAY®**
Contact your bank or financial institution to make this payment from your cheque, savings, credit card, debit or transaction account.
BPAY View® View and pay this bill using internet banking. More info: www.bpay.com.au
® Registered to BPAY Pty Ltd ABN 69 079 137 518
- Internet**
Pay your account online using MasterCard or Visa credit card at www.urbanutilities.com.au/creditcard
Payment by credit card will incur a surcharge. We accept Mastercard or Visa credit cards.

- By phone**
Call 1300 123 141 to pay your account using your MasterCard or Visa card.
- Mail**
Tear off this slip and return with your cheque payment to Queensland Urban Utilities PO Box 963, Parramatta, NSW 2124
- In person**
Pay in person at Australia Post with cash, cheque, money order, debit card or any branch of the Commonwealth Bank with cash or cheque.

Amount paid

Date paid

Receipt number

YOUR CHARGES for 28/11/2025 - 10/03/2026 (103 days)

Your meter readings

Serial Number	Read Date	Reading	Usage	Comment
ADD2100686	28/11/2025	902		
	11/03/2026	966	64kL	

Water Usage

State bulk water price

State Bulk Water Charge 2025/26	64kL @ \$3.517000/kL	\$225.08
---------------------------------	----------------------	----------

Urban Utilities distributor-retailer price

Tier 1 usage 2025/26	64kL @ \$0.981000/kL	\$62.78
----------------------	----------------------	---------

Subtotal \$287.86

Water Services

Urban Utilities water service charge

Water service charge 2025/26	103 days	\$71.48
------------------------------	----------	---------

Subtotal \$71.48

Sewerage Services

Urban Utilities sewerage service charge

Sewerage service charge 2025/26	103 days	\$201.98
---------------------------------	----------	----------

Subtotal \$201.98

Water usage \$287.86

Water services \$71.48

Sewerage services \$201.98

Your total charges 28/11/2025 - 10/03/2026 \$561.32

Customer ref. no. 10 1093 6165 0000 8

7 MARTY STREET
WYNNUM WEST 4178

 Your usage was 64 kilolitres.

That's an average of 621 litres per day.

HOW TO KEEP COSTS DOWN OVER THE WARMER MONTHS

A few simple changes can help you save money on your bills

SCAN FOR OUR TOP TIPS



INTERPRETER SERVICE 13 14 50

当您需耍口译员时，请致电 13 14 50。
 اتصل على الرقم 13 14 50 عندما تكون بحاجة إلى مترجم فوري.
 Khi bạn cần thông ngôn, xin gọi số 13 14 50
 통역사가 필요하시면 13 14 50 으로 연락하십시오.
 Cuando necesite un intérprete llame al 13 14 50

© Urban Utilities 2026

Tear off slip and return with your cheque payment to PO Box 963, Parramatta, NSW 2124. See reverse for payment options.



Water and Sewerage Account
In Person / Mail Payment Advice
Name: MR JASON S MAKINS



Biller Code: 112144
Ref: 10 1093 6165 0000 8



BPAY® this payment via Internet or phone banking.
BPAY View® - View and pay this bill using internet banking.
To use the QR code, use the reader within your mobile banking app.
More info: www.bpay.com.au



*4001 101093616500008



Commonwealth Bank

Commonwealth Bank of Australia
ABN 48 123 123 124
240 Queen Street, Brisbane, QLD



Date

Cash

Teller Stamp & Initials

Cheques

Total Due \$

Current charges due date

For Credit **Urban Utilities**
Trans Code User ID

Customer Reference No.

+757+



Dedicated to a better Brisbane

BRISBANE CITY COUNCIL ABN 72 002 765 795

Rate Account

Mailing Code EMAIL
Property Location 7 MARTY ST
 WYNNUM WEST
Issue Date 8 Apr 2026

Bill number
5000 1050 2457 450

Bill number including donation
5800 1050 2457 450

Enquiries
 (07) 3403 8888
24 hours 7 days

Account Period
 1 Apr 2026 - 30 Jun 2026



500010502457450/E-1/S-1/I-1/H-6
 MR JASON S MAKINS
 C/- MCGRATH & CO
 PO BOX 12
 LUTWYCHE QLD 4030

Donate to the Lord Mayor's Charitable Trust to help those in need

You can make a \$15 donation to the Lord Mayor's Charitable Trust to support Brisbane's grass-roots charities.

Donations are tax deductible and can be made through your preferred rates payment method. A separate receipt will be issued by Council.

For more about the work of the Trust visit lmct.org.au

Council is fundraising for the Lord Mayor's Charitable Trust, a registered charity under the Collections Act 1966.



LORD MAYOR'S CHARITABLE TRUST

The rates and charges set out in this notice are levied by the service of this notice and are due and payable within 30 days of the issue date.
Full payment by the Due Date includes Discount and/or Rounding (where applicable).

Payment assistance - If you would like to arrange a payment extension or a payment plan please contact Council on (07) 3403 8888.

Nett Amount Payable

\$649.00

Due Date

8 May 2026

Summary of Charges

Opening Balance	0.00
Brisbane City Council Rates & Charges	586.12
State Government Charges	62.90
Gross Amount	649.02
Discount and/or Rounding (where applicable)	0.02 CR
Nett Amount Payable	649.00
Optional Lord Mayor's Charitable Trust donation received by the Due Date	664.00

Your nominated bank account will be Direct Debited with the amount/s as arranged. Please ensure that the required funds are available or dishonour fees may apply.

Including Lord Mayor's Charitable Trust \$15 donation

Excluding Lord Mayor's Charitable Trust \$15 donation

Pay using your smartphone



*439 580010502457450



*439 500010502457450



Billers Code: 319186
 Ref: 5800 0000 5806 553
 Amt: \$664.00 by 8 May 2026



Billers Code: 78550
 Ref: 5000 0000 5806 553
 Amt: \$649.00 by 8 May 2026



MR JASON S MAKINS

Due Date

8 May 2026

50

Gross Amount

\$649.02

Nett Amount

\$649.00

<0000064900>

<004440>

<500010502457450>

>

Rating and rebate information

As a ratepayer, it is your responsibility to ensure that the charges and rating category are correct and matches your property's predominant use.

Rating information and Category - general rates are calculated based on the land valuation issued by the Queensland Government and the rating category of the property. Please refer to the rating category statement or visit brisbane.qld.gov.au/rating-categories for more information.

Change your contact details - It is important you advise Council of changes to your phone number, postal and email addresses by phone on 07 3403 8888 or visit brisbane.qld.gov.au/change-rates-contact-details to notify us online.

Rebates - Council offers a range of rates rebates, including pensioner, not for profit and owner occupier. Phone 07 3403 8888 or visit brisbane.qld.gov.au/rates-rebates for more information.

Interest - Compounding interest of 12.12% per annum will accrue daily on any amount owing immediately after the due date.

Payment options



Online

To pay online go to brisbane.qld.gov.au/pay-rates Payment is accepted by American Express, MasterCard or Visa credit card*. Minimum payment \$10.



Direct Debit

Pay a nominated amount by Direct Debit transfer from your cheque or savings account. To apply please visit brisbane.qld.gov.au/pay-rates and complete the online form.



By Mobile

Download the Sniip app to your iPhone or Android device, create your account, select 'Scan to Pay Bills' and scan the circular QR code to pay now. (*Sniip is not available for iPads or tablets.*) Payment is accepted by American Express, MasterCard or Visa credit card*. Minimum payment \$10.



Mail

Allow sufficient time for mail delivery as payment must be received on or before the due date to receive discount.

Return the bottom slip with cheque made payable to Brisbane City Council to:

Brisbane City Council
GPO Box 1434
BRISBANE QLD 4001



Telephone and Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: bpay.com.au
Minimum payment \$10.

®Registered to BPAY Pty Ltd ABN 69 079 137 518

BPAYVIEW

Contact your participating bank or financial institution to register to receive your future Rate Accounts electronically. When registering, your BPAY View Registration number is our Account number located on Page 3 of this account.



Instore

Pay in-store at Australia Post
Billpay Code: *439



Phone Pay

Call 1300 309 311 to pay by American Express, MasterCard or Visa credit card*. Minimum payment \$10.



Brisbane City Council Customer Centre

Pay at any Customer Centre. Payment is accepted by cash, cheque, debit card, MasterCard or Visa credit card*. Minimum payment \$10.

* For credit and debit cards a surcharge may apply at time of payment. Details can be found at brisbane.qld.gov.au/about-council/rates-and-payments

Use and Disclosure Notice

Your property ownership and rates details are used for a range of Council functions and to provide services to you.

English

If you need this information in another language, please phone the Translating and Interpreting Service (TIS) on 131450 and ask to be connected to Brisbane City Council on (07) 3403 8888.

Italian

Per avere queste informazioni in un'altra lingua, telefonate al TIS (*Translating and Interpreting Service*, cioè Servizio Traduttori e Interpreti) al numero 131450 e chiedete di essere collegati con il numero (07) 3403 8888 del municipio di Brisbane (*Brisbane City Council*).

Spanish

Si necesitara esta información en otro idioma, se le ruega llamar al Servicio de Traducción e Interpretación [*"TIS"*], teléfono 131450, y pedir conexión con el Municipio de Brisbane, teléfono (07) 3403 8888.

Chinese

如果您需要用另一種語言獲悉此文件的內容，請致電 131450 到翻譯與傳譯服務部 (TIS)，請他們給您轉接 (07) 3403 8888 到布里斯本 (Brisbane) 市政廳。

Property Details

Owner	MR JASON S MAKINS C/- MCGRATH & CO	
Property Location	7 MARTY ST WYNNUM WEST	
Real Property Description	L.4 SP.297853 PAR TINGALPA	
Valuation effective from	1 Jul 2023	\$550,000
	1 Jul 2024	\$550,000
	1 Jul 2025	\$630,000
Average Rateable Valuation (A R V)		\$576,667

Account Details

Account Number 5000 0000 5806 553

Opening Balance

Closing Balance Of Last Bill	649.02	
Payment Received - 07-Jan-2026	649.00	CR
Discount/Rounding Allowed	0.02	CR

Total 0.00

Period: 1 Apr 2026 - 30 Jun 2026

Brisbane City Council Rates & Charges

General Rates - Category 7 (Annually 0.2916 Cents In The A R V \$)	420.39
Waste Utility Charge - 1 Charge(S) @ \$128.24 Qtr	128.24
Bushland Preservation Levy Category 7 (Annually 0.0107 Cents In The A R V \$)	15.43
Environmental Mgt Compliance Levy Category 7 (Annual 0.0153 Cents In The A R V \$)	22.06

Total 586.12

State Government Charges

Emergency Management Levy - Group 2	62.90
-------------------------------------	-------

Total 62.90

Other Information

Your rating category statement can be found by visiting our website at brisbane.qld.gov.au and entering 'how rates are calculated'. The category statement will provide information about each rating category.

The Queensland Government waste levy for general waste is now \$125 per tonne. Council has received a payment of \$36,822,816 for the 2025-26 financial year from the Queensland Government to mitigate impacts from the Waste Levy on households. This payment is only around 70% of the amount required to be paid by Council to the Queensland Government as a levy for household waste to landfill. The Waste Utility Charge covers costs associated with managing waste in Brisbane, including the gap between the Queensland Government levy charged to Council and the 70% rebate received by Council.

Bill Number
5000 1050 2457 450

General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008

For Residential Tenancy Authority
advice or information go to
www.rta.qld.gov.au**Part 1 Tenancy details****1.1 Lessor**

Name/trading name	Jason Makins
-------------------	---------------------

Address

C/- Lvl 1, Suite 1 , Aspley QLD	4034
--	-------------

1.2 Phone Mobile Email

0732655348	0432638779	pm2aspley@mcgrath.com.au
-------------------	-------------------	---------------------------------

2.1 Tenant/s

Tenant 1	Full name/s Toni Griffin
----------	---------------------------------

Phone	Mobile 0410451273	Email toni_cheal@hotmail.com;
-------	--------------------------	--------------------------------------

Emergency contact full name/s	
-------------------------------	--

Emergency contact phone	
-------------------------	--

Emergency contact email	
-------------------------	--

Tenant 2	Full name/s John Griffin
----------	---------------------------------

Phone	Mobile 0458289512	Email johnnygriffin@hotmail.com;
-------	--------------------------	---

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**3.1 Agent** If applicable. See clause 43

Full name/trading name	McGrath & Co REA Pty Ltd
------------------------	-------------------------------------

Address

Lvl 1, Suite 1

Aspley QLD	4034
-------------------	-------------

3.2 Phone Mobile Email

0732655348	0432638779	pm2aspley@mcgrath.com.au
-------------------	-------------------	---------------------------------

Notices may be given to (Indicate if the email is different from item 1, 2 or 3 above)**4.1 Lessor**

pm2aspley@mcgrath.com.au

4.2 Tenant/s

toni_cheal@hotmail.com; johnnygriffin@hotmail.com;

4.3 Agent

pm2aspley@mcgrath.com.au

5.1 Address of the rental premises

7 Marty Street

Wynnum West QLD	4178
------------------------	-------------

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

PLEASE REFER TO THE ENTRY CONDITION REPORT

General tenancy agreement (Form 18a)*Residential Tenancies and Rooming Accommodation Act 2008***5.3 Details of current repair orders for the rental premises or inclusions**

--

6.1 The term of the agreement is Fixed term agreement**6.2 Starting on** 24/06/2025**6.3 Ending on** 22/06/2026Fixed term agreements only.
For continuation of tenancy agreement, see clause 6**7 Rent** \$ 895.00 per week

See clause 8(1)

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**8 Rent must be paid on the** Tuesday day of each

week

Insert day. See clause 8(2)

Insert week, fortnight or month

9 Method of rent payment Insert the way the rent must be paid. See clause 8(3)**a. Direct Debit:**

Payment is to be processed via OurProperty Payments through the OurTenant Portal/App

b. Credit/Debit card:

Payment is to be processed via OurProperty Payments through the OurTenant Portal/App

c. Wallet:

Payment is to be processed via OurProperty Payments.

d. Manual EFT:

Payment is to be processed via OurProperty Payments.

e. Direct Debit Control:

Payment is to be processed via OurProperty Payments.

f. Post Office:

Payment is to be processed at an Australia Post office with a supplied barcode for each payment. Payment can be made by Cash or EFTPOS.

Note : Payment methods available and any associated charges are subject to change over the course of the lease.**10 Place of rent payment** Insert where the rent must be paid. See clause 8(4) to 8(6)

Via our tenant App/ web portal. Options are Direct Debit, Credit Card, EFT (Wallet) or Cash at Post Office

10a Day of last rent increase Insert the day the rent was last increased for the premises

21/06/2024

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.**11 Rental bond amount** \$ 3580.00

See clause 13

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

Electricity

Gas

Phone

Any other service that a tenant must pay: Other services including, but not limited to, Internet, Foxtel/Cable TV are to be paid by the tenant as the account holder, direct to the supplier.

12.2 Is the tenant to pay for water supplied to the premises See clause 17**Yes (Usage Only)**

General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008

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

For example, insert the percentage of the total charge the tenant must pay. See clause 16(c)

Electricity	Gas	Phone
100%	100%	100%

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

100%

14 How services must be paid for

Insert for each how the tenant must pay. See clause 16(d)

Electricity	As the account holder, direct to the supplier
Gas	As the account holder, direct to the supplier
Phone	As the account holder, direct to the supplier

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

Other services including, but not limited to, Internet, Foxtel/Cable TV are to be paid by the tenant as the account holder, direct to the supplier.

15 Number of persons allowed to reside at the premises

5

See clause 23

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

See clause 22

No

16.2 Has the tenant been given a copy of the relevant by-laws

See clause 22

No

17 The type and number of pets approved by the lessor to be kept at the premises

(See clauses 33A to 33D)

Type Number

18.1 Name and telephone number of the lessor's nominated repairer for each of the following repairs

Electrical Repairs	Wired Electrical	Phone	0439377702
Plumbing Repairs	Rennick Plumbing	Phone	0433500409
Other repairs	Emergency Phone	Phone	0434133285

18.2 Are the nominated repairers the tenant's first point of contact for notifying the need for emergency repairs?

See clause 31(4)

Yes

No - please provide lessor contact details below

Name Phone

Part 2 Standard Terms

Division 1 Preliminary

1 Interpretation

In this agreement -

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

2 Terms of a general tenancy agreement

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

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

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

(6) In accordance with section 61 of the Act, a General Tenancy Agreement must include the day the rent for the premises was last increased, within the meaning of section 93, at the time the agreement is entered into. However, this does not apply if the lessor is an exempt lessor.

3 More than 1 lessor or tenant

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

Division 2 Period of tenancy

4 Start of tenancy

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

5 Entry condition report - s 65

- (1) The lessor must prepare, in the approved form, sign and give the tenant 1 copy of a condition report for the premises.
- (2) The copy must be given to the tenant on or before the day the tenant occupies the premises under this agreement.
- (3) The tenant must mark the copy of the report to show any parts the tenant disagrees with, and sign and return the copy to the lessor not later than 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.

Note - A well completed condition report can be very important to help the parties if there is a dispute about the condition of the premises when the tenancy started. For more information about condition reports, see the information statement.

- (4) After the copy of the condition report is returned to the lessor by the tenant, the lessor must copy the condition report and return it to the tenant within 14 days.
- (5) However, the lessor 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.

- (6) If a condition report is not prepared for this agreement because subclause (5) 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 277(7);
 - v. a written agreement between the lessor and tenant to end the agreement.

- (2) This agreement, other than a term about this agreement's term, continues to apply after the end day on the basis that the tenant is holding over under a periodic agreement.

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

7 Costs apply to early ending of fixed term agreement - s 357A

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- (1) This clause applies if -
- this agreement is a fixed term agreement; and
 - the tenant ends this agreement before the term ends in a way not 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 36 and the information statement. Under section 362, the lessor has a general duty to mitigate (avoid or reduce) the costs.

(3) This clause does not apply if, after experiencing domestic violence, the tenant ends this agreement or the tenant's interest in this agreement under chapter 5, part 1, division 3, subdivision 2A of the Act.

Division 3 Rent

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

- (1) The tenant must pay the rent stated in this agreement for item 7.
- (2) The rent must be paid at the times stated in this agreement for item 8.
- (3) The rent must be paid -
- in a way stated in this agreement for item 9; or
 - in the way agreed after the signing of this agreement by -
- the lessor or tenant giving the other party a notice proposing the way; and
 - the other party agreeing to the proposal in writing; or

(c) if the lessor intends to change the way rent is paid to a way that is not stated in this agreement for item 9 and no way is agreed to after the signing of this agreement - in a way the lessor proposes by written notice to the tenant under section 84A.

Note - If the way rent is to be paid is another way agreed on by the lessor and tenant under section 83(4)(g), the lessor or the lessor's agent must comply with the obligations under section 84(2).

(4) The lessor must give the tenant written 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) The rent must be paid at the place stated in this agreement for item 10.

(6) However, if, after the signing of this agreement, the lessor gives a notice to the tenant stating a different place for payment and the place is reasonable, the rent must be paid at the place while the notice is in force.

(7) If no place is stated in this agreement for item 10 and there is no notice stating a place, the rent must be paid at an appropriate place.

Examples of an appropriate place -

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

9 Rent in advance - s 87

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

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

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

10 Rent increases - ss 91 and 93

- (1) If the lessor proposes to increase the rent, the lessor must give notice of the proposal to the tenant.
- (2) The notice must state the amount of the increased rent and the day from when it is payable.
- (3) The day stated must not be earlier than the later of the following -
- 2 months after the notice is given;
 - 12 months after the last rent increase for the premises under 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 -
- the rent is increased in compliance with this clause; and
 - the increased rent is not payable before the end of the minimum period before the rent may be increased under section 93; and
 - the increase in rent does not relate to -
- compliance of the premises or inclusions with the prescribed minimum housing standards; or

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(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 excessive increase - s 92

(1) After the lessor gives the tenant notice of a proposed rent increase is excessive, the tenant may apply to the tribunal for an order setting aside or reducing the 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 notice is received; and
- (b) for a fixed term agreement - before the term ends.

12 Rent decreases - s 94

Under section 94, the rent may decrease in certain situations.

Note - For details of the situations, see the information statement.

The change in rent payable under the agreement under section 94(5)(b) is taken not to be a rent increase for section 91 or 93.

Division 4 Rental bond**13 Rental bond required - ss 111 and 116**

(1) If a rental bond is stated in this agreement for item 11, the tenant must pay to the lessor or the lessor's agent the rental bond amount -

- (a) if a special term requires the bond to be paid at a stated time - at the stated time; or
- (b) if a special term requires the bond to be paid by instalments - by instalments; or
- (c) otherwise - when the tenant signs this agreement.

Note - There is a maximum bond that may be required. See section 146 and the information statement.

(2) The lessor or the lessor's agent must, within 10 days of receiving the bond or a part of the bond, pay it to the authority and give the authority a notice, in the approved form, about the bond.

(3) The bond is intended to be available to financially protect the lessor if the tenant breaches this agreement.

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

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

14 Increase in bond - s 154

(1) The tenant must increase the rental bond if -

- (a) the rent increases and the lessor gives notice to the tenant to increase the bond; and
- (b) the notice is given at least 11 months after -

- i. this agreement started; or
- ii. if the bond has been increased previously by a notice given under this clause - the day stated in the notice, or the last notice, for making the increase.

(2) The notice must state the increased amount and the day by which the increase must be made.

(3) For subclause (2), the day must be at least 1 month after the tenant is given the notice.

Division 5 Outgoings**15 Outgoings - s 163**

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

Examples -

body corporate levies, council general rates, sewerage charges, environment levies, land tax

(2) This clause does not apply if -

- (a) the lessor is the State; and

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- (b) rent is not payable under the agreement; and
- (c) the tenant is an entity receiving financial or other assistance from the State to supply rented accommodation to persons.

16 General service charges - ss 164 and 165

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

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

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

17 Water service charges - ss 164,166 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) this agreement states for item 12.2 that the tenant must pay for water supplied to the premises.

Note - A water consumption charge does not include the amount of a water service charge that is a fixed charge for the water service.

(2) However, the tenant does not have to pay an amount -

- (a) that is more than the amount of the water consumption charges payable to the relevant water supplier; or
- (b) that is a fixed charge for the water service to the premises.

(3) Also, the tenant does not have to pay an amount for a reasonable quantity of water supplied to the premises for a period if, during the period, the premises are not water efficient for section 166.

Note - For details about water efficiency, see the information statement.

(4) In deciding what is a reasonable quantity of water for subclause (3), regard must be had to the matters mentioned in section 169(4)(a) to (e).

(5) The lessor must give the tenant copies of relevant documents about the amount payable to the relevant water supplier within 4 weeks after the lessor receives the documents.

(6) The tenant is not required to pay an amount for the water consumption charges if the tenant has not received a copy of the documents about the amount payable to the relevant water supplier.

(7) 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.

(8) The tenant may be required to pay an amount calculated 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 mentioned in subclause (8); and
- (c) the rate used to calculate the water consumption charge stated in the most recent water consumption charges document

(9) The tenant must pay the amount of the charge to the lessor within 1 month of the lessor giving the tenant copies of relevant documents about the incurring of the amount.

(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.

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.

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

Division 6 Rights and obligations concerning the premises during tenancy

Subdivision 1 Occupation and use of premises

18 No legal impediments to occupation - s 181

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The lessor must ensure there is no legal impediment to occupation of the premises by the tenant as a residence for the term of the tenancy if, when entering into this agreement, the lessor knew about the impediment or ought reasonably to have known about it.

Examples of possible legal impediments -

- if there is a mortgage over the premises, the lessor might need to obtain approval from the mortgagee before the tenancy can start
- a certificate might be required under the *Building Act 1975* before the premises can lawfully be occupied
- the zoning of the land might prevent use of a building on the land as a residence

19 Vacant possession and quiet enjoyment- ss 182 and 183

(1) The lessor must ensure the tenant has vacant possession of the premises (other than a part of the premises that the tenant does not have a right to occupy exclusively) on the day the tenant is entitled to occupy the premises under this agreement.

Editor's note - Parts of the premises where the tenant does not have a right to occupy exclusively may be identified in a special term.

(2) The lessor must take reasonable steps to ensure the tenant has quiet enjoyment of the premises.

(3) The lessor or the lessor's agent must not interfere with the reasonable peace, comfort or privacy of the tenant in using the premises.

20 Lessor's right to enter the premises - ss 192-199

The lessor or the lessor's agent may enter the premises during the tenancy only if the obligations under sections 192 to 199 have been complied with.

Note - See the information statement for details.

21 Tenant's use of premises - ss 10 and 184

(1) The tenant may use the premises only as a place of residence or mainly as a place of residence or for another use allowed under a special term.

(2) The tenant must not -

- (a) use the premises for an illegal purpose; or
- (b) cause a nuisance by the use of the premises; or

Examples of things that may constitute a nuisance -

- using paints or chemicals on the premises that go onto or cause odours on adjoining land
- causing loud noises
- allowing large amounts of water to escape onto adjoining land

(c) interfere with the reasonable peace, comfort or privacy of a neighbour of the tenant; or

(d) allow another person on the premises to interfere with the reasonable peace, comfort or privacy of a neighbour of the tenant.

22 Units and townhouses - s 69

(1) The lessor must give the tenant a copy of any body corporate by-laws 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

23 Number of occupants allowed

No more than the number of persons stated in this agreement for item 15 may reside at the premises.

24 intentionally removed**Subdivision 2 Standard of premises****25 Lessor's obligations - s 185**

(1) At the start of the tenancy, the lessor must ensure -

- (a) the premises are clean; and
- (b) the premises are fit for the tenant to live in; and
- (c) the premises are in good repair; and
- (d) the lessor is not in breach of a law dealing with issues about the health or safety of persons using or entering the premises.
- (e) the premises and inclusions otherwise comply with any prescribed minimum housing standards applying to the premises or

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inclusions

(2) While the tenancy continues, the lessor must -

- (a) maintain the premises in a way that the premises remain fit for the tenant to live in; and
- (b) maintain the premises in good repair; and
- (c) ensure the lessor is not in breach of a law dealing with issues about the health or safety of persons using or entering the premises;

and

(d) keep any common area included in the premises clean. *Note* - For details about the maintenance, see the information statement.

(e) ensure the premises and inclusions otherwise comply with any prescribed minimum housing standards applying to the premises or inclusions.

Note - For details about the maintenance, see the information statement.

(3) However, the lessor is not required to comply with subclause(1) (c) or (2)(a) for any non-standard items and the lessor is not responsible for their maintenance if -

- (a) the lessor is the State; and
- (b) the non-standard items are stated in this agreement and this agreement states the lessor is not responsible for their maintenance;

and

(c) the non-standard items are not necessary and reasonable to make the premises a fit place in which to live; and

(d) the non-standard items are not a risk to health or safety; and

(e) for fixtures - the fixtures were not attached to the premises by the lessor.

(4) In this clause -

non-standard items means the fixtures attached to the premises and inclusions supplied with the premises stated in this agreement for item 5.2.*premises* include any common area available for use by the tenant with the premises.**26 Tenant's obligations generally - s188(2), (3) and (5)**

(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 or inclusions caused by an act of domestic violence experienced by the tenant.

Subdivision 3 The dwelling**27 Fixtures or structural changes - ss 206A-209B**

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

Note - Fixtures are generally items permanently attached to land or to a building that are intended to become part of the land or building. An attachment may include, for example, something glued, nailed or screwed to a wall.

(2) The lessor's agreement must be written, describe the nature of the fixture or change and include any terms of the agreement.

Examples of terms -

- i. that the tenant may remove the fixture
- ii. that the tenant must repair damage caused when removing the fixture
- iii. that the lessor must pay for the fixture if the tenant can not remove it

(3) If the lessor does agree, the tenant must comply with the terms of the lessor's agreement.

(4) The lessor must not act unreasonably in failing to agree.

(5) If the tenant attaches a fixture, or makes a structural change, to the premises without the lessor's agreement, the lessor may -

(a) take action for a breach of a term of this agreement; or

(b) waive the breach (that is, not take action for the breach) and treat the fixture or change as an improvement to the premises for the lessor's benefit (that is, treat it as belonging to the lessor, without having to pay the tenant for it).

(6) A fixture may be attached, or a structural change may be made, to premises if the fixture or structural change -

(a) is necessary for a tenant's safety, security or accessibility; and

(b) is attached or made in the circumstances, and in accordance with any requirements, prescribed by regulation.

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.

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

29 Changing locks - ss 211 and 212

- (1) The lessor or 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
 - (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 a 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) a 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 any of the following laws that apply to the premises -
- (a) the Body Corporate and Community Management Act 1997;
 - (b) the Building Units and Group Titles Act 1980;
 - (c) a body corporate by-law.

Subdivision 4 Damage and repairs

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

- (1) *Emergency repairs* are works needed to repair any of the following -
- (a) a burst water service or serious water service leak;
 - (b) a blocked or broken lavatory system;
 - (c) a serious roof leak;
 - (d) a gas leak;
 - (e) a dangerous electrical fault;
 - (f) flooding or serious flood damage;
 - (g) serious storm, fire or impact damage;
 - (h) a failure or breakdown of the gas, electricity or water supply to the premises;
 - (i) a failure or breakdown of an essential service or appliance on the premises for hot water, cooking or heating;
 - (j) a fault or damage that makes the premises unsafe or insecure;
 - (k) a fault or damage likely to injure a person, damage property or unduly inconvenience a resident of the premises;
 - (l) a serious fault in a staircase, lift or other common area of the premises that unduly inconveniences a resident in gaining access to, or using, the premises.
- (2) Also, *emergency repairs* are works needed for the premises or inclusions 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 this agreement for item 18; or
 - (b) in a written notice given by the lessor to the tenant.
- (2) Item 18 or the written 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 written notice to the tenant of any change of the lessor's nominated repairer or the telephone number of the

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nominated repairer.

- (4) This clause does not apply if -
- the lessor has given the tenant a telephone number of the lessor; and
 - under this agreement the lessor is to arrange for emergency repairs to be made to the premises or inclusions.

32 Notice of damage - s 217

- If the tenant knows the premises have been damaged, the tenant must give notice as soon as practicable of the damage.
- If the premises need routine repairs, the notice must be given to the lessor.
- If the premises need emergency repairs, the notice must be given to -
 - the nominated repairer for the repairs; or
 - if there is no nominated repairer for the repairs or the repairer can not be contacted - the lessor.
- This clause does not apply to the tenant for damage caused by an act of domestic violence experienced by the tenant.

33 Emergency repairs arranged by tenant - ss 218 and 219

- The tenant may arrange for a suitably qualified person to make emergency repairs or apply to the tribunal under section 221 for orders about the repairs if -
 - the tenant has been unable to notify the lessor or nominated repairer of the need for emergency repairs of the premises; or
 - the repairs are not made within a reasonable time after notice is given.
 - 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**33A Keeping pets and other animals at premises - ss 184B and 184G**

- The tenant may keep a pet or other animal at the premises only with the approval of the lessor.
 - However, the tenant may keep a working dog at the premises without the lessor's approval.
 - 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 17.
- Notes -
- If item 17 states 2 cats, the tenant is approved by the lessor to keep up to 2 cats at the premises.
 - For additional approvals to keep a pet or other animal at the premises see clause 33C.
- 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 -
 - the ending of this agreement, if the tenant continues occupying the premises under a new agreement;
 - a change in the lessor or lessor's agent;
 - for a working dog - the retirement of the dog from the service the dog provided as a working dog.
 - 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 -
- The premises may be subject to a local law that limits the number or types of animals that may be kept at the premises
 - 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.

33B Tenant responsible for pets and other animals - s 184C

- 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.
- The tenant is responsible for repairing any damage to the premises or inclusions caused by the pet or other animal.
- Damage to the premises or inclusions caused by the pet or other animal is not fair wear and tear.

33C Request for approval to keep pet - ss 184D and 184E

- The tenant may, using the approved form, request the lessor's approval to keep a stated pet at the premises.
- The lessor must respond to the tenant's request within 14 days after receiving the request.
- The lessor's response to the request must be in writing and state -
 - whether the lessor approves or refuses the tenant's request; and
 - if the lessor approves the tenant's request subject to conditions - the conditions of the approval; and

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Note - See clause 33D 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 or inclusions 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 33D - 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).

33D 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 in a way that is consistent with clause 33C(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**34 General - ss 238 and 240**

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

35 State assisted lessors or employees of lessor - s 237

- (1) This clause applies if -
 - (a) the lessor is the State; or

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

Division 8 When agreement ends**36 Ending of agreement - s 277**

- (1) This agreement ends only if -
- (a) the 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; 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; 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.

37 Condition premises must be left in - s 188(4) and (5)

(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 -

- i. wear that happens during normal use
- ii. 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 or inclusions caused by an act of domestic violence experienced by the tenant.

38 Keys

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

39 Tenant's forwarding address - s 205(2) and (3)

(1) When handing over possession of the premises, the tenant must, if the lessor or the lessor's agent asks the tenant in writing to state the tenant's new residential address, tell the lessor or the agent the tenant's new residential address.

(2) However, subclause (1) does not apply if -

- (a) the tenant has a reasonable excuse for not telling the lessor or agent the new address; or

(b) after experiencing domestic violence, the tenant ended this agreement, or the tenant's interest in this agreement, under chapter 5, part 1, division 3, subdivision 2A of the Act.

40 Exit condition report - s 66

(1) As soon as practicable after this agreement ends, the tenant must prepare, in the approved form, and sign a condition report for the premises and give 1 copy of the report to the lessor or the lessor's agent.

Example of what might be as soon as practicable - when the tenant returns the keys to the premises to the lessor or the lessor's agent

Note - For the approved form for the condition report, see the information statement. The report may be very important in deciding who is entitled to a refund of the rental bond if there is a dispute about the condition of the premises.

(2) The lessor or the lessor's agent must, within 3 business days after receiving the copy of the report -

- (a) sign the copy; and

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(b) if the lessor or agent does not agree with the report - show the parts of the report the lessor or agent disagrees with by marking the copy in an appropriate way; and

(c) if the tenant has given a forwarding address to the lessor or agent - make a copy of the report and return it to the tenant at the address.

(3) The lessor or agent must keep a copy of the condition report signed by both parties for at least 1 year after this agreement ends.

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

(1) The tenant must take all of the tenant's belongings from the premises at the end of the tenancy.

(2) The lessor may not treat belongings left behind as the lessor's own property, but must deal with them under sections 363 and 364.

Note - For details of the lessor's obligations under sections 363 and 364, see the information statement. They may include an obligation to store goods and may allow the lessor to sell goods and pay the net sale proceeds (after storage and selling costs) to the public trustee.

Division 9 Miscellaneous

42 Supply of goods and services - s 171

(1) The lessor or the lessor's agent must not require the tenant to buy goods or services from the lessor or a person nominated by the lessor or agent.

(2) Subclause (1) does not apply to -

(a) a requirement about a service charge; or

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

(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 33D; and

(iii) does not require the tenant to buy cleaning or fumigation services from a particular person or business.

43 Lessor's agent

(1) The name and address for service of the lessor's agent is stated in this agreement for item 3.

(2) Unless a special term provides otherwise, the agent may -

(a) stand in the lessor's place in any application to a tribunal by the lessor or the tenant; or

(b) do any thing else the lessor may do, or is required to do, under this agreement.

44 Notices

(1) A notice under this agreement must be written and, if there is an approved form for the notice, in the approved form.

Note - Download approved forms via the RTA website rta.qld.gov.au.

(2) A notice from the tenant to the lessor may be given to the lessor's agent.

(3) A notice may be given to a party to this agreement or the lessor's agent -

(a) by giving it to the party or agent personally; or

(b) if an address for service for the party or agent is stated in this agreement for item 1, 2 or 3 - by leaving it at the address, sending it by prepaid post as a letter to the address; or

(c) if a facsimile number for the party or agent is stated in this agreement for item 1, 2 or 3 and item 4 indicates that a notice may be given by facsimile - by sending it by facsimile to the facsimile number in accordance with the *Electronic Transactions (Queensland) Act 2001*; or

(d) if an email address for the party or agent is stated in this agreement for item 1, 2 or 3 and item 4 indicates that a notice may be given by email - by sending it electronically to the email address in accordance with the *Electronic Transactions (Queensland) Act 2001*.

(4) A party or the lessor's agent may withdraw his or her consent to notices being given to them by facsimile or email only by giving notice to each other party that notices are no longer to be given to the party or agent by facsimile or email.

(5) If no address for service is stated in this agreement for item 2 for the tenant, the tenant's address for service is taken to be the address of the premises.

(6) A party or the lessor's agent may change his or her address for service, facsimile number or email address only by giving notice to each other party of a new address for service, facsimile number or email address.

(7) On the giving of a notice of a new address for service, facsimile number or email address for a party or the lessor's agent, the address for service, facsimile number or email address stated in the notice is taken to be the party's or agent's address for service, facsimile number or email address stated in this agreement for item 1, 2 or 3.

(8) Unless the contrary is proved -

(a) a notice left at an address for service is taken to have been received by the party to whom the address relates when the notice was

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left at the address; and

(b) a notice sent by post is taken to have been received by the person to whom it was addressed when it would have been delivered in the ordinary course of post; and

(c) a notice sent by facsimile is taken to have been received at the place where the facsimile was sent when the sender's facsimile machine produces a transmission report indicating all pages of the notice have been successfully sent; and

(d) a notice sent by email is taken to have been received by the recipient when the email enters the recipient's email server.

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

Addendum - Special Terms

These terms are in addition to the Standard Terms and only form part of this Agreement provided they do not conflict with the Act or the Standard Terms and the parties have agreed to the Special Terms.

1 Condition of Premises

The lessor shall ensure, as part of its obligations under Clause 25 of the Standard Terms, the premises are in a reasonable state of repair and are free from vermin at the commencement of the Tenancy.

2 Care of Premises

The Tenant agrees:

(a) Not to do anything that involves painting, marking or defacing the premises internally or externally or using nails, screws or adhesives without the prior written consent of the Lessor.

(b) To place all household rubbish in the bin provided by the local authority and put the bin out for collection on the designated day for collection and remove the bin to the premises as soon as practicable after it has been emptied and return it to its allotted place.

(c) Not to use any sink, basin, toilet, drain or like facility in or connected to the premises for other than their intended use or to do anything that might damage or block the plumbing drainage or sewerage system servicing the premises.

(d) Not to affix any television antenna to the premises.

(e) Not to hang washing, or other articles anywhere but in areas provided or designated for this purpose.

(f) To maintain all garden areas including watering trees and other plants, to mow the lawn and remove garden rubbish (including pet waste) from the premises.

(g) Not to construct and/or use a portable wading pool, spa or such other regulated pool/s that:

(1) is capable of being filled with water to a depth of more than 300mm; or

(2) has a volume of more than 2000L; or

(3) has a filtration system.

Such pools as described above are considered regulated pools under the *Building Act 1975* and require compliant pool fencing and/or pool barriers.

(h) To only operate any machinery, plant or equipment on the premises in accordance with the lessor's or manufacturer's instructions.

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

(j) Not to alter or remove any fixture or inclusion of the premises or add any lock or security device without the lessor's agreement, and in such case to provide the lessor / lessor's agent with a copy of the key or access codes.

(k) To, in respect to smoke alarms in the premises:

(1) test each smoke alarm at least once every 12 months of the tenancy by:

(a) pressing a button or other device on the smoke alarm to indicate whether the alarm is capable of detecting smoke; or

(b) testing the alarm in the way stated in the Information Statement.

(2) replace, in accordance with the Information Statement, each battery that is spent or that the Tenant is aware is almost spent.

(3) advise the lessor / lessor's agent as soon as practicable when the tenant is aware a smoke alarm has failed or is about to fail

(4) clean each smoke alarm as stated in the information statement at least once every 12 months of the tenancy

(5) not remove or do anything that would reduce the effectiveness of a smoke alarm

(l) To replace cracked and/or broken glass where such breakage has arisen as a result of malicious damage or other action on the part of the tenant or it's guest/s.

(m) To keep the premises free of rodents, cockroaches and other vermin and to notify the lessor promptly of any vermin or pest infestation which, should the presence of such vermin or infestation have arisen due to act or neglect on the part of the tenant, shall be the tenant's responsibility to remedy.

(n) To replace any light bulbs and fluro tubes that have blown during the term of the tenancy.

(o) To at all times during the term of the tenancy, comply with the terms of this General Tenancy Agreement including Addendum - Special

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Terms.

(p) Where a product, fixture or fitting provided with the premises has a warning label or safety instructions attached the tenant is not to deface, damage or remove such label.

3 Pets

The Tenant agrees:

(1) The tenant may not keep pets on the premises other than:

(a) In accordance with Item 17 of Part 2 Standard Terms, Subdivision 5 Pets and this Clause 3; or

(b) Subsequent to the entering into this agreement where written permission is given by the lessor, such permission being subject to the terms of this agreement.

(2) The tenant agrees at all times to:

(a) Keep the pets under control, particularly in respect of noise.

(b) Maintain the cleanliness and health of the pets including appropriate vaccination.

(c) Keep all areas, where the pet/s are allowed, clean and parasite free.

(d) Abide by any body corporate by-laws and laws, by-laws and regulations of any competent authority or local council in relation to pets.

(e) Keep any cats indoors at night.

(f) Where the premises are part of a body corporate, restrain pets when in any common areas of the property by way of a leash or similar restraint device.

(g) Regularly remove pet droppings in an appropriate manner.

(h) Dispose of any deceased pets' bodies in an appropriate manner and in accordance with all local government by-laws or guidelines where applicable.

(3) The tenant warrants that it has inspected the fences at the start of the tenancy and found them to be adequate to enclose the pet/s.

(4) If during the tenancy the fences are found to be inadequate to enclose the pets:

(a) The tenant must promptly remove the pet/s from the premises until the fence is repaired; and

(b) Report the inadequacy or damage to the lessor/lessor's agent.

(5) If the tenant breaches any of the conditions of this Clause 3 and such breach is not rectified within 14 days of the tenant being given a notice to rectify, the tenant will be required to remove the pet/s from the premises.

(6) Any further instruction from the lessor in relation to Pets will be included in Part 3 Special terms.

4 During Occupancy

The Tenant agrees:

(1) The tenant agrees that only the persons nominated in Addendum - Additional Items - Item (B) or as specified on the Application for Tenancy, and their children up to the maximum number of persons authorised under this agreement, are to reside on the premises. Approval must be sought from the lessor / lessor's agent for any other persons to reside on the premises during the tenancy.

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

(3) The tenant may not grant other person's a licence to occupy or use the whole or part of the premises for the tenant's commercial gain, whether by written or verbal agreement with the other person/s, without the lessor's consent having been first obtained. The lessor must act reasonably.

5 End of Occupancy

The tenant will on vacating the premises:

(a) Return all keys, keycards and other security devices (if any) and make good the cost of replacement should any of these items not be returned or be lost at any time.

(b) On the last day of the tenancy have all carpets cleaned to a professional standard similar to the standard as provided by the lessor/lessor's agent at the start of the tenancy.

(c) Fair wear and tear accepted, repair damage to the premises arising or as a result of the tenant's or its guest's actions including damage (if any) caused by the Tenant's pets.

(d) Remove all the tenant's property from the premises including rubbish and property on the premises not the property of the lessor.

(e) Leave the premises (including the grounds) in a neat and tidy condition

(f) Fumigate as reasonably required if pets have been on the premises.

(g) Provide written evidence of compliance with the requirements of Addendum - Special Terms - Clause 5 (b), (c) and (f) to the lessor / lessor's agent on or before vacating.

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

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of replacement.

6 Breach of Tenancy

Note: Section 429 of the Act states: If there is a dispute between the lessor and tenant about (this) Agreement, either party may apply to the tribunal for an order and the tribunal may make any order it considers appropriate, to resolve the dispute.

(1) The lessor having, where appropriate, taken reasonable steps to mitigate its losses, may claim from the tenant any reasonable costs or expenses incurred by the lessor arising from or as a result of:

(a) the acts or omissions of the tenant, its guest or invitees other than invitees permitted to enter the Premises for the purpose of carrying out works as authorised by the lessor or lessor's agent in accordance with this agreement.

(b) the tenant's failure to comply with the tenant's obligations under the Act or this agreement.

(2) If at the end of the tenancy the tenant is in breach of any of its obligations under this tenancy agreement the lessor may rectify such breach and claim the cost of such rectification from the rental bond or the tenant, subject to the provisions of the Act.

(3) Should the agreement be terminated by the tenant or by a tenant's breach of the agreement before the ending date of this Agreement:

(a) the tenant agrees to pay reasonable costs (re-letting and advertising costs) in accordance with Clause 7 of the Standard Terms of this agreement and continue to fulfill their obligations under this agreement until another General Tenancy Agreement is entered into by the lessor / lessor's agent for the Premises or until the tenant's General Tenancy Agreement expires, whichever is sooner.

(b) the tenant may be liable to pay any loss of rent incurred by the lessor in re-letting the Premises where the lessor/ lessor's agent has taken reasonable steps to reduce or minimize rental losses.

7 Insurance/Indemnity

(1) The tenant will not by act or omission do anything which would cause any increase in the premium of any insurance the lessor may have over the premises (or their contents) or cause such insurance policy to be invalidated.

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

8 Liability Statement

Except in the case where the lessor and/or the lessor's agent have been negligent or fail to comply with obligations under the Act, neither the lessor or the lessor's agent (acting with the lessor's authority) will be liable for any loss or damage suffered by the tenant or other persons on the premises with respect to either person or property AND the tenant indemnifies the lessor and/or the lessor's agent against all liability with respect to injury or damage to the tenant or other persons or the property of either occurring on the premises as a result of any act or omission by the tenant or others on the premises with the consent of the tenant. Note: The provisions of Section 429 allow either party to apply to the Tribunal in case of a dispute.

9 Interpretation

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

10 Notice of Rent Increases

In the case of a fixed term agreement the tenant agrees, if a rent increase is stated in Addendum - Additional Items - Item (C):

(a) subject to Clause 10 of the Standard Terms, the rental may be increased before the term ends and such increase shall be as set out in Addendum - Additional Items - Item (C).

(b) Notice must be given by the lessor / lessor's agent not less than two months prior to the rent increase commencement date advising of a rental increase and the date of such increase.

Note: In case of a disagreement, the provisions of Clause 11 of the Standard Terms may be applicable.

11 Provision of Documents

The parties agree to the delivery and service of documents or other communication via electronic means including SMS text messaging, emailing or other forms of electronic communication where such information has been provided by a party in this Agreement.

12 Inspections

(1) The tenant will permit the lessor / lessor's agent, on entering the Premises in accordance with Clause 20 (routine inspections) of the Standard Terms, to photographically record the condition of the Premises. The photos will be used to compare with photos taken in preparation of the Entry Condition Report provided to the tenant at the start of the Tenancy. Such comparison is to assist in identifying any damage or defects that may arise during the tenancy. Photos may not be used for advertising or any other purpose and copies will be provided to the tenant on request at no charge. Should the lessor / lessor's agent require photos of the Premise for any purpose other than

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as outlined above the lessor / lessor's agent must obtain the tenant's written authorisation.

(2) Reasonable care will be taken to avoid such photographic records including details of the tenant's personal property and effects.

13 Privacy Statement

(1) The lessor's agent must comply with the provisions of the Australian Privacy Principles (*Privacy Act 1988*) and where required maintain a Privacy Policy.

(2) The Privacy Policy outlines how the lessor's agent collects and uses personal information provided by you as the tenant, or obtained by other means, to provide the services required by you or on your behalf.

(3) You as the tenant agree the lessor's agent may, subject to the *Privacy Act 1988 (CTH)* (where applicable), collect, use and disclose such information to:

(a) the lessor of the Premises to which this Tenancy Agreement applies; and/or

(b) (subject to the provisions of Chapter 9 of the Act) residential tenancy databases for the purpose of enabling a proper assessment of the risk in providing you with the lease and if applicable listing tenancy agreement breaches; and/or

(c) tradespeople and similar contractors engaged by the lessor / lessor's agent in order to facilitate the carrying out of works with respect to the Premises; and/or

(d) the lessor's insurance companies; authorised real estate personnel; courts and tribunals and other third parties as may be required by the lessor's agent relating to the administration of the Premises and use of the lessor's agent's services; and/or

(e) Body Corporates

(4) Without provision of certain information the lessor's agent may not be able to act effectively or at all in the administration of this Agreement.

(5) The tenant has the right to access such personal information and may require correction or amendment of any inaccurate, incomplete, out of date or irrelevant information.

(6) The lessor's agent will provide (where applicable), on request, a copy of its Privacy Policy.

14 Telephone

Subscription to telephone and internet services will be the responsibility of, and at the cost to, the Tenant.

15 Special Terms

The parties confirm that no legal advice as to the Standard Terms or Special Terms was provided by the lessor's agent. Any Special Terms or Clauses were inserted at the specific request of a relevant party to this Agreement. No warranty is given by the lessor's agent and legal advice should be sought.

Addendum A

Change of Details

The Tenant will keep the Agent updated with any change of personal details previously provided to the Agent including mobile numbers and email addresses.

Blinds and Curtains Cords

The Tenant confirms where curtains and blinds in the premises are fitted with tie downs and tension devices it is the Tenant's responsibility to ensure curtain or blind cords are always kept secured. Where in compliance with consumer legislation a label is attached to a cord or chain warning of potential danger of unsecured cord or chains (Swing Tag) the tenant must ensure the Swing Tag is not removed and notify the agent if it is removed.

Air Conditioning Filters and Exhaust Fans

The Tenant/s agree to clean the air conditioner filters, ceiling fans and exhaust fans every 6 months and upon vacating the Premises.

Agent's Entry

The Agent, having complied with the requirements of the Act, may enter the Premises to:

(1) carry out quarterly inspections of the Premises by a representative of the Agent

(2) check that any breaches of the tenancy have been rectified

(3) through itself or its authorised tradespeople, enter the Premises to carry out maintenance and repairs And if the Tenant/s are not present, the Agent is authorised to enter the Premises using its own keys.

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Break In

The Tenant will, in the case of a break in, immediately contact the police and then promptly advise the Lessor/Agent.

Care of Premises

In accordance with Addendum - Special Terms Clause 2(a), BluTack and other similar products are not to be used on any interior or exterior surface of the Premises without prior written approval from the Lessor.

Carpets

For a tenancy of 12 months or more, notwithstanding the provisions of Addendum - Special Terms Clause 5(b), carpets are to be cleaned from time to time as reasonably instructed by the Lessor/Agent. All marks and stains should be removed promptly.

Gas Bottle

Where bottled gas is used the Tenant will maintain the supply and at the conclusion of the tenancy leave not less than one full cylinder upon vacating the Premise and will, at that time, provide written evidence of compliance to the Agent.

Grass Clippings

Addendum - Special Terms 2(f) is amended to read as follows:

To maintain all garden areas including watering trees and other plants, mowing the lawn, removing from the Premises garden rubbish (including pet waste and grass clippings) and keeping plants free from pests and disease.

Keys - Collection and Return

The parties agree and the Tenants acknowledge keys can only be collected and returned between the times set out in Addendum - Additional Items - Item (E).

Keys - Loss and Replacement

The Tenant will be responsible for all costs associated with the loss or replacement of keys, locks or security devices and services of a locksmith if required.

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.

Pest Control

- (1) The Lessor having at the commencement of this Agreement had the Premises fumigated against pest and vermin by a licensed pest controller, the Tenant agrees to, at the conclusion of the tenancy, hand over the Premises fumigated to a similar standard.
- (2) The Tenant agrees to provide written evidence of compliance of this requirement to the Lessor/ Lessor's Agent on or before vacating.

Photos - Condition Reports

Photos accompanying Condition Reports form part of the Condition Reports.

Property Use

The Tenant(s) confirm and agree, in accordance with Clause 21 of the Standard Terms of this Agreement, the Premises shall only be used as a place of residence by the Tenant. Use of the Premises for business purpose, without the written consent of the Lessor/ Lessor's Agent first had and obtained, is prohibited. Any such consent will be entirely at the discretion of the Lessor.

Receipt of Documents - Including Inventory Report

- (1) The Tenant acknowledges having received a form 17a upon signing the Tenancy Agreement for the Premises.
- (2) The Tenant acknowledges having received a form 1a Condition Report for completion and return to the Lessor in accordance with Clause 5(3) of the Standard Terms of this Agreement.

Repairs and Maintenance - Notify Agent of Incomplete / Unsatisfactory Works

Where required maintenance has been carried out, the Tenant will notify the Agent by email if in the Tenant's opinion the works are

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unsatisfactory or incomplete.

Repairs and Maintenance - Written Notice

The Tenant agrees and confirms all notices made in compliance with Clause 32 of the Standard Terms must be in writing and in Our Tradie www.ourtradie.com.au (emergencies excepted).

Smoke Alarms - Maintenance Company Employed

Notwithstanding the provisions of Addendum - Special Terms Clause 2(k) the Lessor confirms and acknowledges it will contract with APM to attend the Premises for the purpose of carrying out smoke alarm maintenance at the Lessor's cost, 1 times per year.

Smoking - House

No smoking by any Tenant or guest is permitted in the indoor areas of the Premises nor shall the Tenant leave around the Premises, debris arising from smoking.

Tradesperson Callout Where Tenant is Responsible

If the Tenant/s requests the services of a tradesperson to carry out repairs on the Premises and there is no fault found or the fault is found to have been caused by the Tenant/s or their guests or the Tenant's own property, the Tenant/s acknowledge and agree it will be responsible for payment of the fees charged by such tradesperson.

Water Usage Charge - Tenant to Pay

- (1) The premises being water efficient and Item 12.2 and Clause 17(1) of the Standard Terms applying, the Tenant is required to pay the water consumption charges for the premises.
- (2) Water meter readings as at the date of commencement of the tenancy will be recorded on the Entry Condition Report and subsequently in the Routine Condition Reports (quarterly during the term of the tenancy) and finally on the Exit Condition Report.
- (3) The readings having been made by the Agent the invoice amount will be calculated at the applicable rate charged by the relevant local authority from time to time.
- (4) The Agent will forward to the Tenant every 3 months an invoice for payment of the water consumption charges.
- (5) The Tenant must make payment of the invoiced amount in accordance with Clause 17(5) of the Standard Terms.

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.

General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008

Addendum - Additional Items

This Addendum - Additional Items page can be used to list information that does not fit in the fields provided in Part 1 Tenancy Details of the Standard RTA Form 18a.

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

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

Toni Griffin, John Griffin & 3 CHILDREN

Rent Increase See Clause 10 of the Standard Terms and Clause 10 of Addendum - Special Terms

Rent Increase: ✔ Applicable


S.no.	Increased Rent	Increase on	Payable
1.	\$895.00	24/06/2025 (Lease Start)	weekly

Pool Safety Certificate Requirements (complete if there is a swimming pool and/or spa for use by the Tenant/s or on the Premises)

Key collection and return

Instructions for returning keys upon vacating:

Must be returned to McGrath Aspley office during business operating hours

 **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).

General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008

Signature of tenant 1

Name/trading name

Toni Griffin

Signature



Date

15/04/2025

IP: 203.129.137.86 | Mozilla/5.0 (Linux; Android 10; K) AppleWebKit/537

Signature of tenant 2

Name/trading name

John Griffin

Signature



Date

15/04/2025

IP: 203.129.137.86 | Mozilla/5.0 (Linux; Android 10; K) AppleWebKit/537

Signature of lessor/agent

Name/trading name

McGrath & Co REA Pty Ltd

Signature



Date

15/04/2025

Tenant CheckList

S.No	CheckList Name	Checked By	Checked From	Checked On
1	RTA Pocket Guide	Toni Griffin	203.129.137.86/Mozilla/5.0 (Linux; Android 10; K) AppleWebKit/537	15/04/2025 10:04
2	I HAVE READ AND UNDERSTAND THIS AGREEMENT, AND I ACCEPT AND AGREE TO ALL OF ITS TERMS AND CONDITIONS	Toni Griffin	203.129.137.86/Mozilla/5.0 (Linux; Android 10; K) AppleWebKit/537	15/04/2025 10:04
3	POCKET GUIDE FOR TENANTS (Form 17a)	Toni Griffin	203.129.137.86/Mozilla/5.0 (Linux; Android 10; K) AppleWebKit/537	15/04/2025 10:04

Additional Document Attachments

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