

Seller disclosure statement



Queensland
Government

Property Law Act 2023 section 99

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

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

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

This statement does not include information about:

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

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

Part 1 – Seller and property details

Seller

Property address

(referred to as the “property” in this statement)

Lot on plan description

Community titles scheme or BUGTA scheme:

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

Yes

No

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

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

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

Title details

The seller gives or has given the buyer the following—

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

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

<p>Registered encumbrances</p>	<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>
<p>Unregistered encumbrances (excluding statutory encumbrances)</p>	<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: <input type="text" value="See Attached Lease Agreements"/> » the amount of rent and bond payable: <input type="text" value="See Attached Lease Agreements"/> » whether the lease has an option to renew: <input type="text" value="See Attached Lease Agreements"/> <p>Other unregistered agreement in writing (if applicable)</p> <p>If the unregistered encumbrance is created by an agreement in <input type="checkbox"/> Yes writing, and is not an unregistered lease, a copy of the agreement is given, together with relevant plans, if any.</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; padding: 5px; min-height: 100px;"> <p>N/A</p> </div>
<p>Statutory encumbrances</p>	<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;"> <p>APA Group rights to retain and or access assets and or infrastructure at front boundary and upon the property. NBN Co and Telstra rights to retain, install and or access communications assets and or infrastructure at front boundary and upon the property. Urban Utilities rights to retain and or access sewer network infrastructure and water service at front boundary and upon the property. See map images attached for further information.</p> </div>
<p>Residential tenancy or rooming accommodation agreement</p>	<p>The property has been subject to a residential tenancy agreement or a <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No rooming accommodation agreement under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> during the last 12 months.</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> See lease agreements</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>

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;">LDR - Low Density Residential</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. <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. <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>
<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.</p>	
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>. <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). <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). <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). <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. <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). <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 type="checkbox"/> No
	Pool compliance certificate is given.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	OR Notice of no pool safety certificate is given.	<input type="checkbox"/> Yes	<input 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. <i>If Yes, a copy of the notice or order must be given by the seller.</i>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
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: <input type="text" value="\$913.68"/> Date Range: <input type="text" value="01/01/2026-31/03/2026"/>
	OR
	The property is currently a rates exempt lot.** <input type="checkbox"/>
	OR
	The property is not rates exempt but no separate assessment of rates is issued by a local government for the property. <input type="checkbox"/>

*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: <input type="text" value="\$371.60"/> Date Range: <input type="text" value="24/11/2025-04/03/2026"/>
	OR
	There is no separate water services notice issued for the lot; however, an estimate of the total amount payable for water services is:
	Amount: <input type="text" value="Insert estimated amount"/> Date Range: <input type="text" value="Insert date range"/>

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

Part 6 – Community titles schemes and BUGTA schemes

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

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

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

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

Signatures – SELLER

Signed by:
Derek Norman Slone-Zhen
D8E4FEED7EC4B2...
Signature of seller

Signed by:
Shelly Xiumei Slone-Zhen
52C7658359E64C2...
Signature of seller

DEREK NORMAN SLONE-ZHEN
Name of seller

SHELLY XIUMEI SLONE-ZHEN
Name of seller

23/4/2026
Date

23/4/2026
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:	13341052	Search Date:	22/04/2026 10:42
Date Title Created:	20/10/1960	Request No:	55863634
Previous Title:	11560150		

ESTATE AND LAND

Estate in Fee Simple

LOT 203 REGISTERED PLAN 33615
Local Government: BRISBANE CITY

REGISTERED OWNER

Dealing No: 715947646 12/08/2014

SZ & DS HOLDINGS PTY LTD A.C.N. 128 432 057 TRUSTEE
UNDER INSTRUMENT 715947646

EASEMENTS, ENCUMBRANCES AND INTERESTS

- Rights and interests reserved to the Crown by
Deed of Grant No. 19553112 (ALLOT 2 POR 2)
- MORTGAGE No 715947655 12/08/2014 at 11:02
WESTPAC BANKING CORPORATION A.B.N. 33 007 457 141

ADMINISTRATIVE ADVICES

NIL

UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

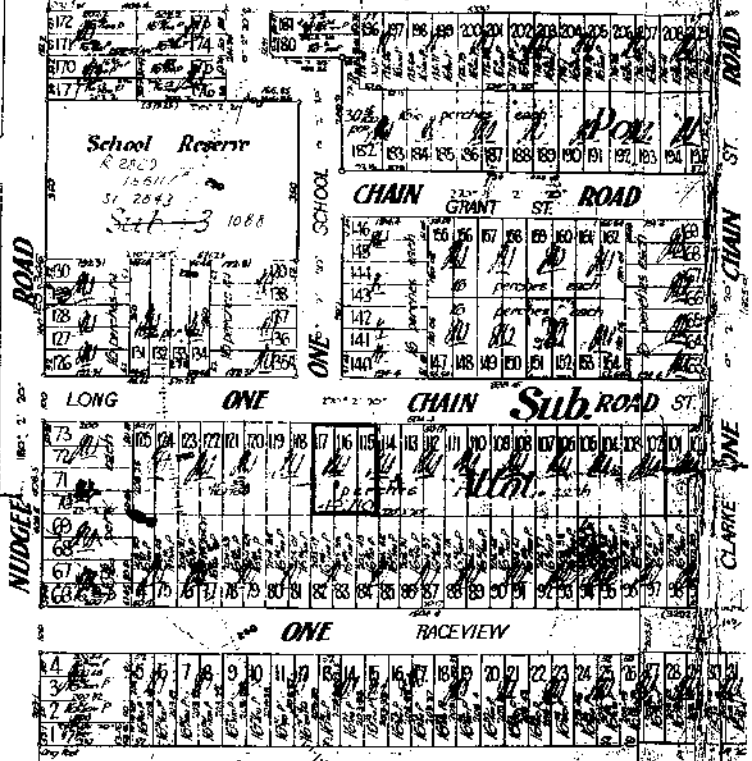
** End of Current Title Search **

91966

Resubs 2245245 Sec. 15. 22982 (JAW)
 Lots 1254, 1256, Sec. No. 175, 422, Corp.
 Lots 2174, 218 Sec. 15. 82398 (M&A)
 Lots 1261, 127 See plan No. 802088

Resubs 2504251 Sec. D. Vol. 37, D. P. 1, 191 (W&S)
 Resubs 2834, 284 Sec. 216 Vol. 3857, 70, 5
 Resubs 3391, 339 Sec. Plan 111, 800 *
 Resubs 1819, 182 (R. 30) Sec. 16, 161, 162, 163 (M)
 Resubs 241, 242 Sec. Plan 124, 777 *
 Resubs 2511, 2512 Sec. 14, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

The Board of Directors of the said Council of the City of Hamilton
 do hereby certify that the above is a true and correct copy of the
 original plan as filed in the office of the said Council of the City of Hamilton
 on the 15th day of May 1911.
 Mayor (Chairman)



THIS PHOTOSTAT REPLACES PLAN CAT. N° 33615.

SCALE 2 - inches per inch.

33615

FOR OFFICE USE ONLY

Res. 24-31, 54-56, 81-84 See Plan No. 566997
 Res. 318, 319, 360 & 361 See Plan No. 598798
 Res. 1061, 1071 See Plan No. 614238
 Res. 301, 302, 305 & 306 See Plan No. 623676
 Res. 291 & 292 See Plan No. 633695
 Resubs. 188 & 189 No. 633695
 Resubs. 291 & 292 No. 633695
 Resubs. 35, 106, 107 No. 642795
 Resubs. 62 & 63 No. 635042
 Resubs. 337 to 339 No. 633695
 Resubs. 142 to 144 No. 707180
 Resubs. 213 & 214 No. 726800
 Resubs. 258 & 259 No. 711644
 Resubs. 316 to 319 See Plan 600252
 Resubs. 70 to 72 See Plan 728765
 Resubs. 206 & 205 See Plan No. 728765
 Resubs. 204 & 203 See Plan No. 728765

For Office Use Only

Resubs. 51-53 See Plan No. 746678
 Resubs. 10-12 See Plan No. 747642
 Resub. 300 See Plan No. 741868
 Resubs. 223 & 224 See DG 155163, 155161 (W.H.)
 Resub. 307 See Plan No. 773571
 Resubs. 76-79 See Plan No. 788222
 Resubs. 61-125 See Plan No. 788724
 Resubs. 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

Sub

642685 70420

594 AV CHAIN AVENUE ROAD

70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100																			
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251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300

Additional Plan & Instrument Notings Refer to DISP

Par. 388

33615

AMENDED DESCRIPTION

Note: This description takes effect upon amendment of the current Title Deed which will be evidenced by a further notation.

Survey of Lot (s) 1 to 346

in RP 33615

G. F. Bennett L.S.

28.6.1919

SURVEY of Resub. to L. 177, 180-302

OF SUBDIVISION NO. 2

OF ALLOTMENT COMMENCEMENT NO. 2

COUNTY OF **Stanley**

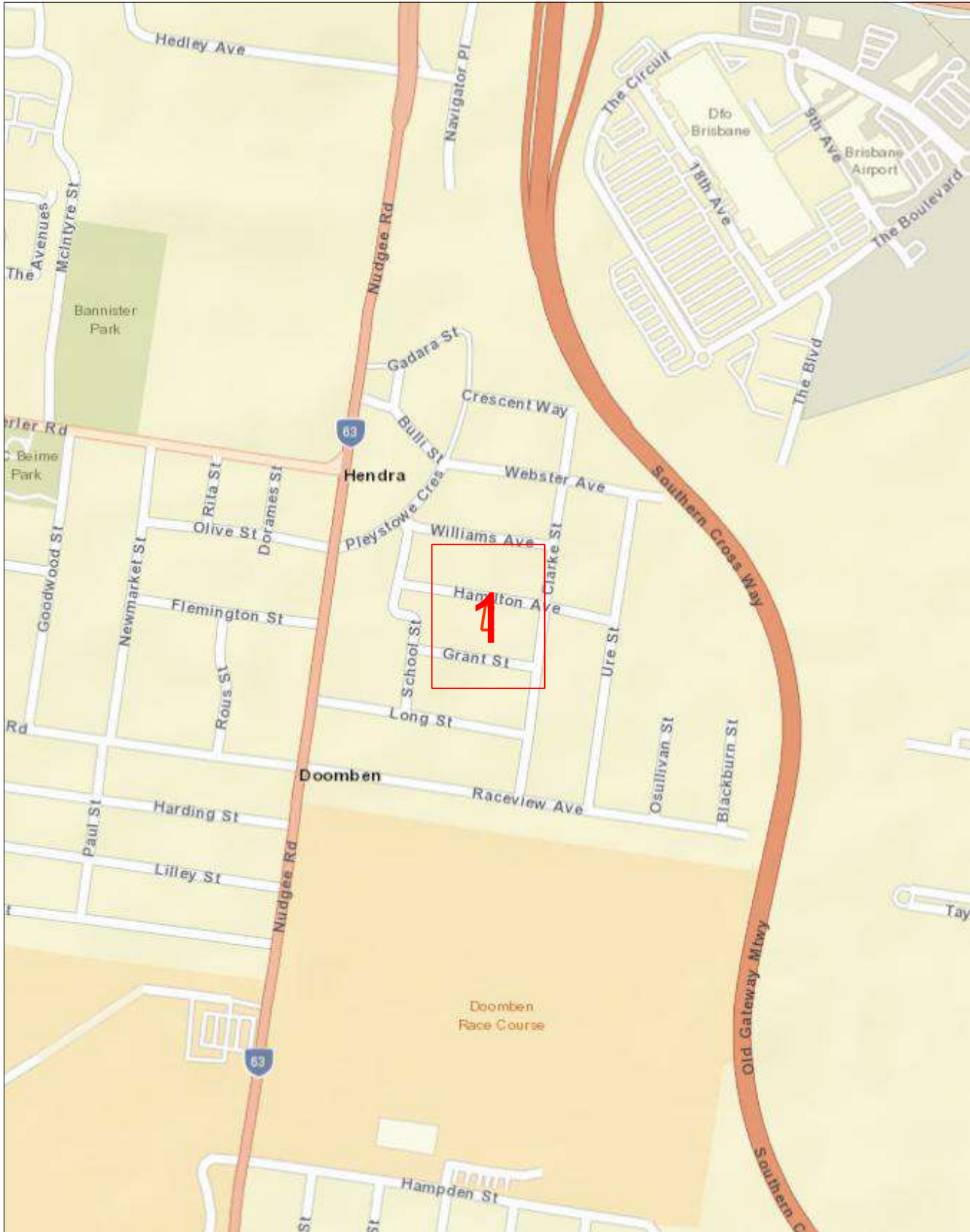
T. 12-1013 A

33615

33615

Site 23 Hamilton Av
Address: Hendra
QLD 4011

Sequence 271649504
Number:



Scale 1: 6000

Map Sources: Esri, Garmin, HERE, FAO, NOAA, USGS,
© OpenStreetMap contributors, and the GIS User Community



Enquiry Area



Map Key Area



Site 23 Hamilton Av
Address: Hendra
QLD 4011

Sequence 271649504
Number:



Scale 1: 700

Map Sources: Esri, Garmin, HERE, FAO, NOAA, USGS,
© OpenStreetMap contributors, and the GIS User Community



Enquiry Area



Map Key Area



Legend

PIPE LEGEND: GAS TYPE AND PRESSURE

	Low pressure	Medium pressure	High pressure	Transmission
Natural gas				
Natural gas – proposed				
LPG (yellow dash)	<i>not applicable</i>			<i>not applicable</i>
Hydrogen blended (aqua dash)	<i>not applicable</i>			<i>not applicable</i>

PIPE LEGEND: SPECIAL DESIGNATION

	Low pressure	Medium pressure	High pressure	Transmission
Critical main (yellow highlight)				
Casing (grey highlight)				<i>not applicable</i>

These designations typically apply to any pipe type and pressure

PIPE LEGEND: OTHER STATUS

Abandoned pipe	
Idle or inactive pipe	

ABBREVIATION

BoK	Back of kerb	FoK	Front of kerb
C	Depth of cover	NTI	Not tied in
CP	Cathodic protection		

OBJECT SYMBOLS

Valve		CP test station		Syphon	
Buried valve		CP anode		Marker	
Regulator station		CP bond wire		Part service ^A	
Gas connected property		CP rectifier terminal		^A A live gas service terminated underground within the property boundary, available for future extension to the gas meter.	

PIPE CODE AND MATERIAL

P*	Polyethylene (PE)	CU	Copper
P3	Polyvinyl chloride (PVC)	N2	Nylon
S*	Steel	W2	Wrought galv iron
C*	Cast iron	W3	PE coat wrought galv iron

INTERPRETATION EXAMPLE

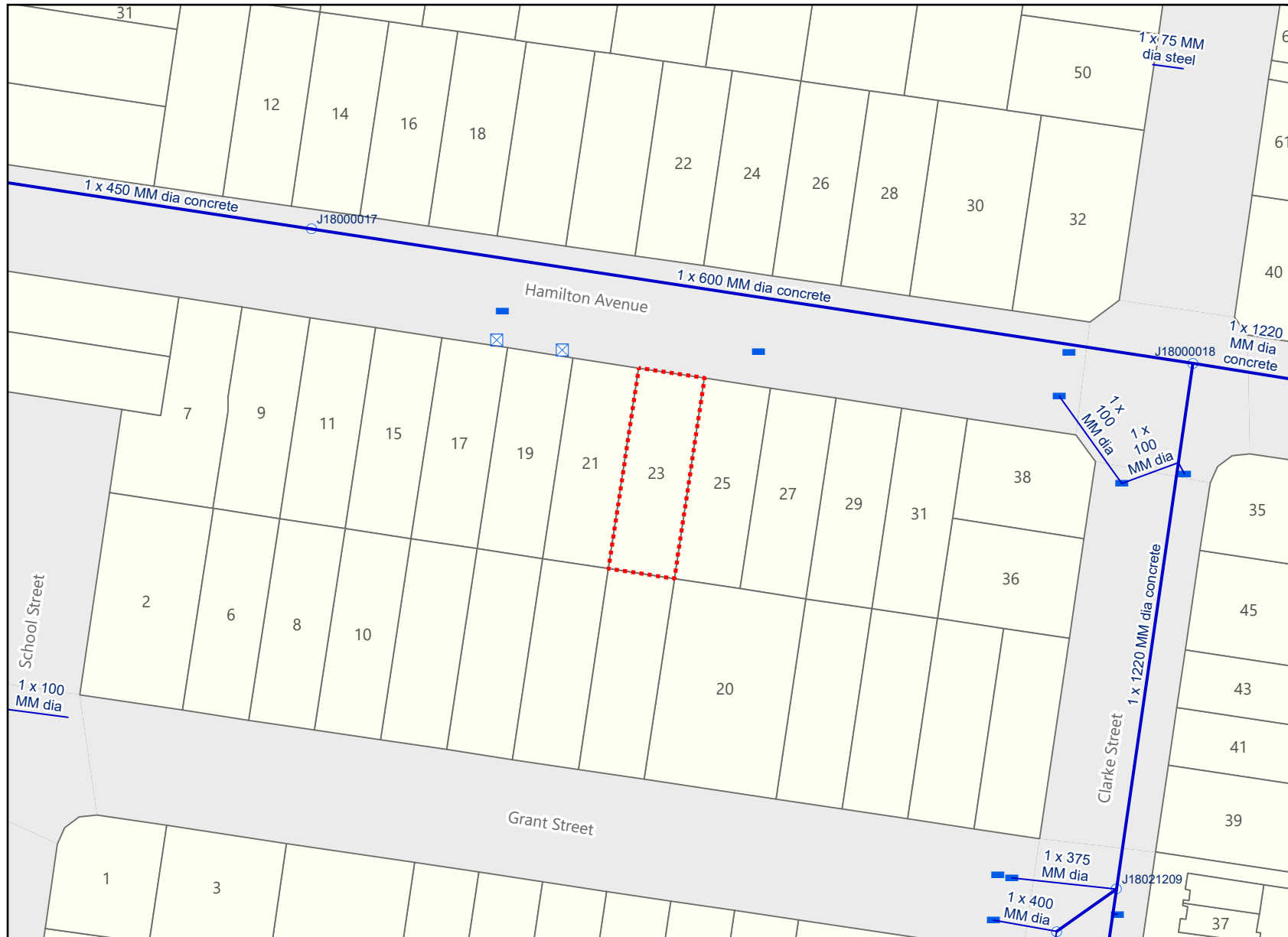
	High pressure, 40 mm polyethylene in an 80 mm cast iron casing
	Medium pressure, 63 mm steel

Pipe diameter in millimetres is shown before pipe code.
40P6 = 40 mm nominal diameter

This map was created in colour and should be printed in colour



Job # 52944302
Seq # 271649503
 Provider: Brisbane City Council
 Telephone: (07) 3403 8888



Legend

- BYDA Enquiry

Stormwater Network

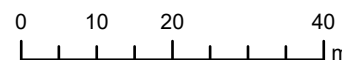
- Stormwater Drain
- Stormwater Gully / Roofwater Connection
- Stormwater Maintenance Hole
- Stormwater Gully Pit
- Stormwater Field Inlet

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Caution: This map may contain the locations of abandoned underground asbestos pipes. Council gives no warranty to the completeness or accuracy of these records. Appropriate care needs to be taken in all cases.

In an emergency contact Brisbane City Council on 07 3403 8888
21/04/26 (valid for 30 days)



Scale 1:1,000






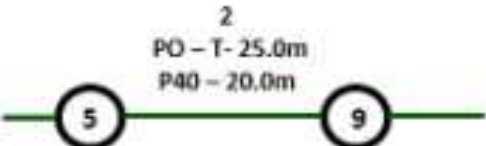
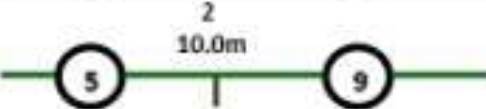




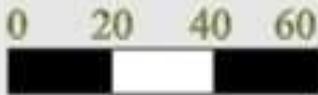


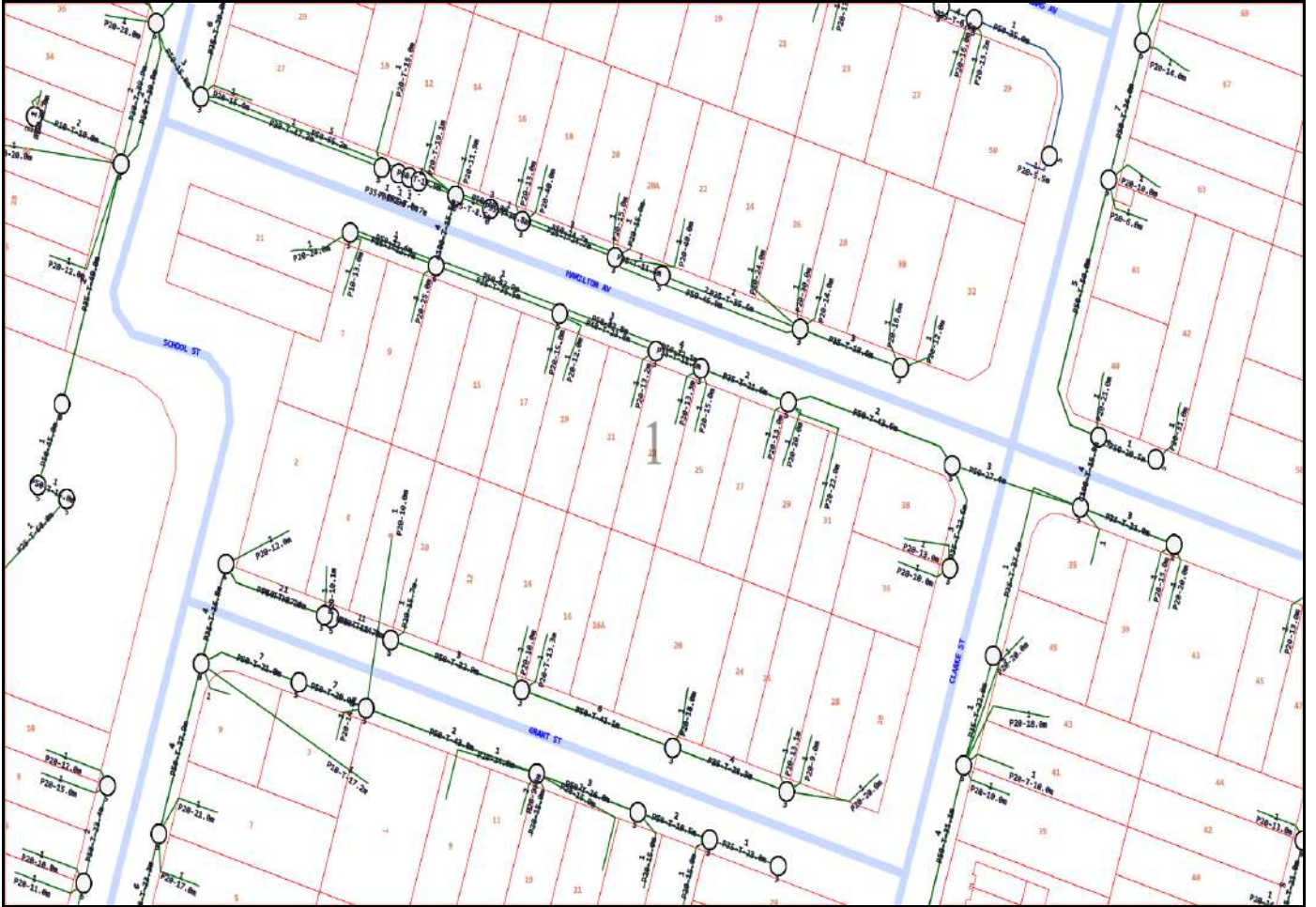
Plans generated by SmarterWX™ Automate



LEGEND



	Parcel and the location
	Pit with size "5"
	Power Pit with size "2E". Valid PIT Size: e.g. 2E, 5E, 6E, 8E, 9E, E, null.
	Manhole
	Pillar
	Cable count of trench is 2. One "Other size" PVC conduit (PO) owned by Telstra (-T-), between pits of sizes, "5" and "9" are 25.0m apart. One 40mm PVC conduit (P40) owned by NBN, between pits of sizes, "5" and "9" are 20.0m apart.
	2 Direct buried cables between pits of sizes, "5" and "9" are 10.0m apart.
	Trench containing any INSERVICE/CONSTRUCTED (Copper/RF/Fibre) cables.
	Trench containing only DESIGNED/PLANNED (Copper/RF/Fibre/Power) cables.
	Trench containing any INSERVICE/CONSTRUCTED (Power) cables.
	Road and the street name "Broadway ST"
Scale	 Meters 1:2000 1 cm equals 20 m




Emergency Contacts

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

Urban Utilities - Water, Recycled Water and Sewer Infrastructure



Tile No: 1

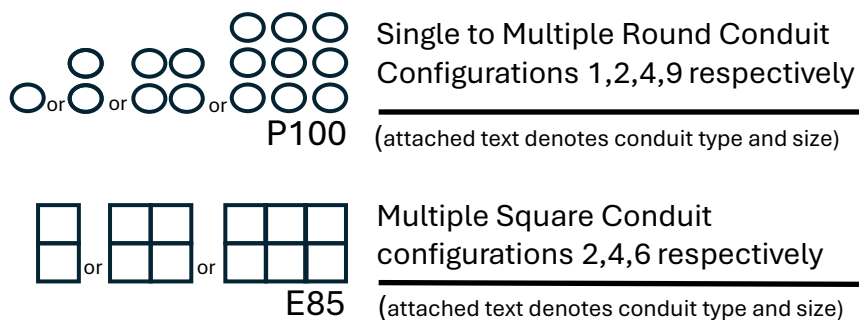
 <p>UrbanUtilities</p> <p>N</p> <p>Map Scale 1:1000</p>	<p>Before You Dig Australia- Urban Utilities Water, Recycled Water and Sewer Infrastructure</p> <p>BYDA Reference No: 271649505</p> <p>Date BYDA Ref Received: 21/04/2026 Date BYDA Job to Commence: 21/04/2026 Date BYDA Map Produced: 21/04/2026</p> <p>This Map is valid for 30 days Produced By: Urban Utilities</p>	<table border="0"> <tr> <th>Sewer</th> <th>Water</th> <th>Recycled Water</th> </tr> <tr> <td>● Infrastructure</td> <td>● Infrastructure</td> <td>● Infrastructure</td> </tr> <tr> <td>● Major Infrastructure</td> <td>● Major Infrastructure</td> <td>● Major Infrastructure</td> </tr> <tr> <td>— Network Pipelines</td> <td>— Network Pipelines</td> <td>— Network Pipelines</td> </tr> <tr> <td>▨ Network Structures</td> <td>▨ Network Structures</td> <td>▨ Network Structures</td> </tr> <tr> <td></td> <td>--- Water Service (Indicative only)</td> <td></td> </tr> </table>	Sewer	Water	Recycled Water	● Infrastructure	● Infrastructure	● Infrastructure	● Major Infrastructure	● Major Infrastructure	● Major Infrastructure	— Network Pipelines	— Network Pipelines	— Network Pipelines	▨ Network Structures	▨ Network Structures	▨ Network Structures		--- Water Service (Indicative only)		<p>While reasonable measures have been taken to ensure the accuracy of the information contained in this plan response, neither Urban Utilities nor PelicanCorp shall have any liability whatsoever in relation to any loss, damage, cost or expense arising from the use of this plan response or the information contained in it or the completeness or accuracy of such information. Use of such information is subject to and constitutes acceptance of these terms.</p> <p>The plans are indicative and approximate only and provided without warranties of any kind, express or implied including in relation to accuracy, completeness, correctness, currency or fitness for purpose.</p> <p>Urban Utilities takes no responsibility and accepts no liability for any loss, damage, costs or liability that may be incurred by any person acting in reliance on the information provided on the plans.</p> <p>This plan should be used as guide only. Any dimensions should be confirmed on site by the relevant authority.</p> <p>Based on or contains data provided by the State of Queensland (Department of Natural Resources and Mines) [2020]. In consideration of the State permitting the use of this data you acknowledge and agree that the State gives no warranty in relation to the data (including accuracy, liability in negligence) for any loss, damage or costs (including consequential damage) relating to any use of the data. Data must not be used for direct marketing or be used in breach of the privacy laws. © State of Queensland Department of Natural Resources and Mines [2020]</p> <p>For further information, please call Urban Utilities on 13 26 57 (8am-6pm weekdays). Faults and emergencies 13 23 64 (24/7). www.urbanutilities.com.au</p> <p>ABN 86 673 835 011</p>
Sewer	Water	Recycled Water																			
● Infrastructure	● Infrastructure	● Infrastructure																			
● Major Infrastructure	● Major Infrastructure	● Major Infrastructure																			
— Network Pipelines	— Network Pipelines	— Network Pipelines																			
▨ Network Structures	▨ Network Structures	▨ Network Structures																			
	--- Water Service (Indicative only)																				



LEGEND

	Lead-in terminates at a Customer Address
	Exchange Major Cable Present
	Pillar / Cabinet Above ground Free Standing
	Above ground Complex Equipment Please note: Powered by 240v electricity
OC	Other Carrier Telecommunication Cable/ Asset. Not Telstra Owned
DIST	Distribution cables in Main Cable Ducts
MC	Main Cable ducts on a Distribution Plan
	Blocked or Damaged Duct
	Footway Access Chamber (can vary between 1-lid to 12-lid)
	NBN Pillar
	Third Party Owned Network Non-Telstra

	Cable Jointing Pit Number / Letter indicating Pit type/size
	Elevated Joint (above ground joint on buried cable)
	Telstra Plant in shared Utility trench
	Aerial cable / or cable on wall
	Aerial cable (attached to joint use Pole e.g., Power Pole)
	Marker Post Installed
	Buried Transponder
	Marker Post & Transponder
	Optical Fibre Cable Direct Buried
	Direct Buried Cable
	nbn owned network



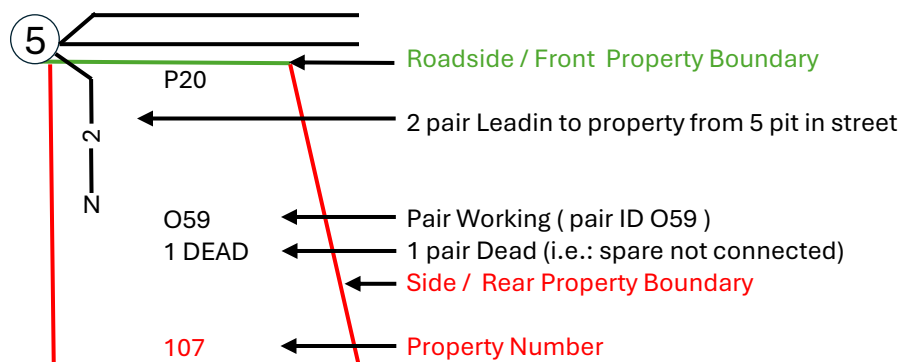
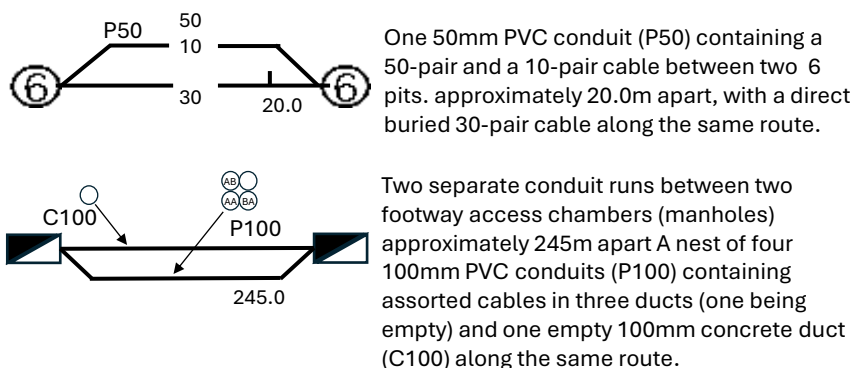
Some examples of conduit type and size:

A - Asbestos cement, P - PVC / Plastic, C - Concrete, GI - Galvanised Iron, E - Earthenware

Conduit sizes nominally range from 20mm to 100mm

P50 50mm PVC conduit
P100 100mm PVC conduit
A100 100mm asbestos cement conduit

Some Examples of how to read Telstra Plans



The 5 Ps of Safe Excavation

<https://www.byda.com.au/before-you-dig/best-practice-guides/>

Plan

Plan your job. Use the BYDA service at least one day before your job is due to begin, and ensure you have the correct plans and information required to carry out a safe project.

Prepare

Prepare by communicating with asset owners if you need assistance. Look for clues onsite. Engage a Certified Locator.

Pothole

Potholing is physically sighting the asset by hand digging or hydro vacuum extraction.

Protect

Protecting and supporting the exposed infrastructure is the responsibility of the excavator. Always erect safety barriers in areas of risk and enforce exclusion zones.

Proceed

Only proceed with your excavation work after planning, preparing, potholing (unless prohibited), and having protective measures in place.

General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008



Part 1 Tenancy information

Item 1

1.1 Lessor

Name/trading name	SZ & DS HOLDINGS PTY LTD ATF SLONE-ZHEN FAMILY TRUST		
-------------------	--	--	--

Address

CV- REALSALES PTY LTD T/A REALSALES REAL ESTATE		
P O BOX 846, ASPLEY	QLD	Postcode 4034

1.2 Phone

Mobile

ABN (optional)

Email

Note - Item 1.2 is optional.

Item 2

2.1 Tenant/s

1. Full name/s	ILUMINADA SISON		
Phone	0407 742 352	Email	LUMEN.SISON@GMAIL.COM
Emergency contact full name/s			
Emergency contact phone			
Emergency contact email			

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

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

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

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

Item 3

3.1 Lessor's agent If applicable.

Full name/trading name	Realsales Real Estate
------------------------	-----------------------

Address

P O Box 846		
Aspley	QLD	Postcode 4034

3.2 Phone

Mobile

ABN (optional)

Email

Note: Item 3.2 is optional.



General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008



Item 4 Notices may be given to

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

4.1 Lessor

Email Yes No

Text Message Yes No Facsimile Yes No

4.2 Tenant/s

Email Yes No LUMEN.SISON@GMAIL.COM

Text Message Yes No Facsimile Yes No

4.3 Agent

Email Yes No admin@realsales.com.au

Text Message Yes No Facsimile Yes No

Item 5 5.1 Address of the rental premises

23 HAMILTON AVENUE
 HENDRA QLD Postcode 4011

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

As per entry condition report & photos

5.3 Details of current repair orders for the rental premises or inclusions

Item 6 6.1 The term of the agreement is fixed term agreement periodic agreement

6.2 Starting on 27 / 01 / 2026 **6.3 Ending on** 26 / 07 / 2026

See clause 4(2) Fixed term agreements only. For continuation of tenancy agreement, see clause 6

Item 7 7 Rent \$ 700.00 per weekly fortnightly monthly See clause 8(1)

Item 8 8 Rent must be paid on the DUE DAY day of each WEEK
 Insert day. See clause 8(2) Insert week, fortnight or month

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

Method 1 DIRECT DEBIT OR INTERNET BANKING
 Method 2

Details for direct credit

BSB no. 014 209 Bank/building society/credit union ANZ BANKING GROUP
 Account no. 4828 47801 Account name REALSALES PTY LTD
 Payment reference PROPERTY AND/OR SURNAME



Item 10 Place of rent payment Insert where the rent must be paid. Item 10 is optional. See clause 8(6) to (8)

10 ANY ANZ BANK

Item 11 Day of last rent increase Insert the day the rent was last increased for the premises

11 27 / 01 / 2025

Note: The lessor/lessor's agent must not increase, or propose to increase, the rent payable by a tenant less than 12 months after the last rent increase for the residential premises. Rent increase requirements do not apply to exempt lessors. The Act provides definitions for an exempt lessor.

Item 12 Rental bond amount \$ 2800.00 See clause 13

Item 13.1 The services supplied to the premises for which the tenant must pay See clause 16

13 Electricity Yes No Any other service that a tenant must pay Yes No

Gas Yes No Type NBN/INTERNET See special terms (page 12)

Phone Yes No

13.2 Is the tenant to pay for water supplied to the premises See clause 17

Yes No

Item 14 If the premises is not individually metered for a service under item 13.1, the apportionment of the cost of the service for which the tenant must pay.

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

Electricity	100%	Any other service stated in item 13.1	100%
Gas		See special terms (page 12)	
Phone	100%		

Item 15 How services must be paid for Insert for each how the tenant must pay. See clause 16(d)

15 Electricity DIRECTLY TO REAL ESTATE AGENCY

Gas

Phone DIRECTLY TO SUPPLIER

Any other service stated in item 13.1 DIRECTLY TO SUPPLIER
See special terms (page 12)

Item 16 Number of persons allowed to reside at the premises 2 See clause 22

Item 17.1 Are there any body corporate by-laws applicable to the occupation of the premises by a tenant? Yes No

17.2 Has the tenant been given a copy of the relevant by-laws See clause 23 Yes No

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

18 Electrical repairs Revive Electrical Industries Phone 0435 615 881

Plumbing repairs Phase 2 Plumbing Phone 0403 248 562

Other repairs Phone

18.2 Are the nominated repairers the tenant's first point of contact for notifying the need for emergency repairs? See clause 31(4)

Yes

No - please provide lessor contact details below

Name Phone

Item 19 The type and number of pets approved by the lessor to be kept at the premises See clauses 34 to 37

19 Type Number Type Number

For more information on what is defined as a pet and working dog visit the RTA's Renting with pets webpage.

Part 2 Standard Terms

Division 1 Preliminary

1 Interpretation

In this agreement -

- (a) a reference to *the premises* includes a reference to any inclusions for the premises stated in item 5.2; and
- (b) a reference to a numbered section is a reference to the section in the *Residential Tenancies and Rooming Accommodation Act 2008 (the Act)* with that number; and
- (c) a reference to a numbered item is a reference to the item with that number in part 1 of this agreement; and
- (d) a reference to a numbered clause is a reference to the clause of this agreement with that number.

2 Terms of a general tenancy agreement - ss 52 and 54-56

- (1) This part states, under section 55, the standard terms of a general tenancy agreement.
- (2) The Act also imposes duties on, and gives entitlements to, the lessor and tenant that are taken to be included as terms of this agreement.
- (3) The lessor and tenant may agree on other terms of this agreement (*special terms*).
- (4) A duty or entitlement under the Act overrides a standard term or special term if the term is inconsistent with the duty or entitlement.
- (5) A standard term overrides a special term if they are inconsistent.
- (6) Any body corporate by-laws that apply to the occupation of the premises by the tenant, for the time being in force, are taken to be terms of this agreement.
- (7) A breach of this agreement may also be an offence under the Act. *Examples* for subclause (7) -
 - 1 It is an offence for the lessor or lessor's agent to enter the premises in contravention of the rules of entry under sections 192 to 199.
 - 2 It is an offence if the tenant does not sign and return the condition report to the lessor or lessor's agent under section 65.

3 More than 1 lessor or tenant

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

Division 2 Entering tenancy

4 Start of tenancy

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

5 Entry condition report - s 65

- (1) The lessor or lessor's agent must prepare, in the approved form, and sign a condition report for the premises.
- (2) A copy of the condition report must be given to the tenant on or before the day the tenant occupies the premises under this agreement.
- (3) If the tenant does not agree with the condition report, the tenant must mark the copy of the report in an appropriate way to show the parts the tenant disagrees with.

- (4) The tenant must sign and return the copy of the condition report to the lessor or lessor's agent no later than 7 days after the later of the following days -
 - (a) the day the tenant occupies the premises;
 - (b) the day the tenant is given the copy of the condition report.
- (5) After the copy of the condition report is returned to the lessor or lessor's agent by the tenant, the lessor or lessor's agent must make a copy of the condition report and return it to the tenant within 14 days.
- (6) However, the lessor or lessor's agent does not have to prepare a condition report for the premises if -
 - (a) this agreement has the effect of continuing the tenant's right to occupy the premises under an earlier residential tenancy agreement; and
 - (b) in accordance with the Act, a condition report was prepared for the premises for the earlier residential tenancy agreement.
- (7) If a condition report is not prepared for this agreement because subclause (6) applies, the condition report prepared for the earlier residential tenancy agreement is taken to be the condition report for this agreement.

6 Continuation of fixed term agreement - s 70

- (1) This clause applies if -
 - (a) this agreement is a fixed term agreement; and
 - (b) none of the following notices are given, or agreements or applications made before the day the term ends (the *end day*) -
 - (i) a notice to leave;
 - (ii) a notice of intention to leave;
 - (iii) an abandonment termination notice;
 - (iv) a notice, agreement or application relating to the death of a sole tenant under section 324A;
 - (v) a separate written agreement between the lessor and tenant under section 277(a) to end this agreement.
- (2) This agreement, other than a term about this agreement's term, continues to apply after the end day on the basis that the tenant is holding over under a periodic agreement.

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

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

- (1) This clause applies if -
 - (a) this agreement is a fixed term agreement; and
 - (b) the tenant ends this agreement before the term ends other than in a way permitted under the Act.
- (2) The tenant must pay the reletting costs under section 357A(3). *Note* - For when the tenant may end this agreement early under the Act, see clause 40 and the information statement.
- (3) This clause does not apply if, after experiencing domestic violence, the tenant ends the tenant's interest in this agreement under chapter 5, part 1, division 3, subdivision 2A of the Act. For more information visit the Domestic violence in a rental property webpage on the RTA website.

Division 3 Rent

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

- (1) The tenant must pay the rent stated in item 7.
- (2) The rent must be paid on the days stated in item 8.
- (3) The rent must be paid -
 - (a) in a way stated in item 9; or

Note - Under section 83, at least 2 ways for the tenant to pay the rent must be stated in this agreement.

 - (b) in a way agreed after the signing of this agreement by -
 - (i) the lessor or tenant giving the other party a notice proposing a way; and
 - (ii) the other party agreeing to the proposal in writing; or
 - (c) if the lessor or lessor's agent intends to change the way rent is paid to a way that is not stated in item 9 and no way is agreed to after the signing of this agreement - in a way the lessor or lessor's agent proposes by written notice to the tenant under section 84A.
- (4) The lessor or lessor's agent must give the tenant a notice advising of the costs associated with the ways to pay rent offered to the tenant that the tenant would not reasonably be aware of if the lessor or lessor's agent knows or could reasonably be expected to find out about the costs.
- (5) Also, the lessor or lessor's agent must declare any financial benefit the lessor or lessor's agent may receive if the tenant uses a particular way to pay rent.
- (6) If a place is stated in item 10, the rent must be paid at the place.
- (7) If, after the signing of this agreement, the lessor gives a notice to the tenant stating a place, or a different place, for payment of rent and the place is reasonable, the rent must be paid at the place while the notice is in force.
- (8) If no place is stated in item 10 and there is no notice stating a place, the rent must be paid at an appropriate place.

Examples of an appropriate place -

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

9 Rent in advance - s 87

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

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

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

10 Rent increases - ss 91 and 93

- (1) If the lessor proposes to increase the rent, the lessor must give notice of the proposal to the tenant.
- (2) The notice must state -
 - (a) the amount of the increased rent; and
 - (b) the day from when the rent is payable; and
 - (c) the day the rent was last increased for the premises.
- (3) The day stated from when the increased rent is payable must not be earlier than the later of the following -
 - (a) 2 months after the day the notice is given;
 - (b) 12 months after the last rent increase for the premises in accordance with section 93.
- (4) Subject to an order of a tribunal, the increased rent is payable from the day stated in the notice, and this agreement is taken to be amended accordingly.
- (5) However, the increased rent is payable by the tenant only if -
 - (a) the rent is increased in compliance with this clause and the Act; and
 - (b) the increased rent is not payable earlier than 12 months after the last rent increase for the premises in accordance with section 93; and

- (c) the increase in rent does not relate to -
 - (i) compliance of the premises with the prescribed minimum housing standards; or
 - (ii) keeping a pet or working dog at the premises.
- (6) Also, if this agreement is a fixed term agreement, the rent may not be increased before the term ends unless -
 - (a) this agreement provides for the rent increase; and
 - (b) this agreement states the amount of the increase or how the amount of the increase is to be worked out; and
 - (c) the increase is made in compliance with the matters mentioned in paragraph (b).

11 Application to tribunal about rent increase - s 92

- (1) After the lessor gives the tenant notice of a proposed rent increase, the tenant may apply to the tribunal for an order reducing or setting aside the amount of the proposed increase if the tenant believes the increase -
 - (a) is excessive; or
 - (b) is not payable under clause 10.
- (2) However, the application must be made -
 - (a) within 30 days after the tenant receives the notice; and
 - (b) if this agreement is a fixed term agreement - before the term of this agreement ends.

12 Rent decreases - s 94

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

Note - For information about the situations, see the information statement.

Division 4 Rental bond

13 Rental bond required - ss 111 and 116

- (1) If a rental bond is stated in item 12, the tenant must pay to the lessor or the lessor's agent the bond -
 - (a) if a special term requires the bond to be paid at a stated time - at the stated time; or
 - (b) if a special term requires the bond to be paid by instalments - by instalments; or
 - (c) otherwise - when the tenant signs this agreement.

Note - There is a maximum rental bond that may be required. See sections 112(1) and 146 and the information statement.
- (2) The lessor or the lessor's agent must, within 10 days of receiving the rental bond or a part of the bond, pay it to the authority and give the authority a notice, in the approved form, about the bond.
- (3) The rental bond is intended to be available to financially protect the lessor if the tenant breaches this agreement.

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

Note - For how to apply to the authority or a tribunal for the rental bond at the end of the tenancy, see sections 125 to 141 and the information statement.

14 Increase in rental bond - s 154

- (1) The tenant must increase the rental bond if -
 - (a) the rent increases and the lessor gives notice to the tenant to increase the bond; and
 - (b) the notice is given at least 11 months after -
 - (i) this agreement started; or
 - (ii) if the bond has been increased previously, following a notice given under this clause - the day stated in the notice, or the last notice, for making the increase.
- (2) The notice must state the increased amount and the day by which the increase must be made.
- (3) For subclause (2), the day must be at least 1 month after the notice is given to the tenant.

Division 5 Outgoings

15 Outgoings - s 163

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

Examples -

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

- (2) This clause does not apply if -
- the lessor is the State; and
 - rent is not payable under the agreement; and
 - 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 -

- the tenant enjoys or shares the benefit of the service; and
- the service is stated in item 13.1; and
- either -
 - the premises are individually metered for the service; or
 - Item 14 states how the tenant's apportionment of the cost of the service is to be worked out; and
- item 15 states how the charge may be recovered by the lessor from the tenant.

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

17 Water service charges - ss 164, 166 and 166A

- (1) The tenant must pay an amount for the water consumption charges for the premises if -
- the tenant is enjoying or sharing the benefit of a water service to the premises; and
 - 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
 - Item 13.2 states that the tenant must pay for water supplied to the premises.
- (2) However, the tenant does not have to pay an amount -
- that is more than the amount of the water consumption charges payable to the relevant water supplier; or
 - that is a fixed charge for the water service to the premises.
- (3) Also, the tenant does not have to pay an amount for a reasonable quantity of water supplied to the premises for a period if, during the period, the premises are not water efficient for section 166.
- (4) In deciding what is a reasonable quantity of water for subclause (3), regard must be had to the matters mentioned in section 169(4)(a) to (e).
- (5) The lessor must give the tenant copies of water consumption charges documents within 4 weeks after the lessor receives the documents.
- (6) The tenant must pay the amount of the water consumption charge to the lessor within 4 weeks after the lessor gives the tenant copies of the water consumption charges documents about the incurring of the amount.
- (7) The tenant is not required to pay an amount for the water consumption charges if the tenant has not received a copy of the water consumption charges document about the amount payable to the relevant water supplier.
- (8) Subclause (9) applies if water consumption charges are payable for a period that includes part but not all of a period specified, or to be specified, in a water consumption charges document.

- (9) The tenant may be required to pay an amount calculated for a partial billing under section 166A using -
- a meter reading for the premises recorded in a condition report; and
 - a reasonable estimate of the volume of water supplied to the premises during the period for which water consumption charges are payable by the tenant; and
 - the rate used to calculate the water consumption charge stated in the most recent water consumption charges document.
- (10) In this clause -

water consumption charge, for premises, means the variable part of a water service charge assessed on the volume of water supplied to the premises.

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

water consumption charges document means a document, issued to the lessor by the relevant water supplier, stating the amount of water consumption charges for the premises that are payable to the supplier.

Division 6 Rights and obligations during tenancy

Subdivision 1 Occupation and use of premises

18 No legal impediments to occupation - s 181

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

Examples of possible legal impediments -

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

19 Vacant possession and quiet enjoyment - ss 182 and 183

- (1) The lessor must ensure the tenant has vacant possession of the premises (other than a part of the premises that the tenant does not have a right to occupy exclusively) on the day the tenant is entitled to occupy the premises under this agreement.
- Note - Parts of the premises where the tenant does not have a right to occupy exclusively may be identified in a special term.*
- (2) The lessor must take reasonable steps to ensure the tenant has quiet enjoyment of the premises.
- (3) The lessor or the lessor's agent must not interfere with the reasonable peace, comfort or privacy of the tenant in using the premises.

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

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

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

- (1) The tenant may use the premises -
 - (a) only as a place of residence; or
 - (b) mainly as a place of residence and for another use allowed under a special term.
- (2) The tenant must not -
 - (a) use the premises for an illegal purpose; or
 - (b) cause a nuisance by the use of the premises; or

Examples of things that may constitute a nuisance -

 - using paints or chemicals on the premises that go onto or cause odours on adjoining land
 - making loud noises
 - allowing large amounts of water to escape onto adjoining land
 - (c) interfere with the reasonable peace, comfort or privacy of a neighbour of the tenant; or
 - (d) allow another person on the premises to interfere with the reasonable peace, comfort or privacy of a neighbour of the tenant.

22 Number of occupants allowed

No more than the number of persons stated in item 16 may reside at the premises.

23 Body corporate by-laws - s 69

- (1) The lessor must give the tenant a copy of any body corporate by-laws applicable to -
 - (a) the occupation of the premises; or
 - (b) any common area available for use by the tenant with the premises.
- (2) The tenant must comply with the body corporate by-laws.
- (3) Subclause (1) does not apply if -
 - (a) this agreement has the effect of continuing the tenant's right to occupy the premises under an earlier residential tenancy agreement; and
 - (b) the lessor gave the tenant a copy of the body corporate by-laws in relation to the earlier agreement.

Subdivision 2 Standard of premises

24 Lessor's obligations - s 185

- (1) At the start of the tenancy, the lessor must ensure -
 - (a) the premises are clean; and
 - (b) the premises are fit for the tenant to live in; and
 - (c) the premises are in good repair; and
 - (d) the lessor is not in breach of a law dealing with issues about the health or safety of persons using or entering the premises; and
 - (e) the premises otherwise comply with any prescribed minimum housing standards applying to the premises.
- (2) While the tenancy continues, the lessor must -
 - (a) maintain the premises in a way that the premises remain fit for the tenant to live in; and
 - (b) maintain the premises in good repair; and
 - (c) ensure any law dealing with issues about the health or safety of persons using or entering the premises is complied with; and
 - (d) keep any common area included in the premises clean; and
 - (e) ensure the premises otherwise comply with any prescribed minimum housing standards applying to the premises.
- (3) However, the lessor is not required to comply with subclause (1)(c) or (2)(a) for any non-standard items and the lessor is not responsible for their maintenance if -
 - (a) the lessor is the State; and
 - (b) the non-standard items are stated in this agreement and this agreement states the lessor is not responsible for their maintenance; and
 - (c) the non-standard items are not necessary and reasonable to make the premises a fit place in which to live; and

- (d) the non-standard items are not a risk to health or safety; and
- (e) for fixtures - the fixtures were not attached to the premises by the lessor.

- (4) In this clause -

non-standard items means the fixtures attached to the premises and inclusions supplied with the premises stated in this agreement for item 5.2.

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

25 Tenant's obligations generally - s 188

- (1) The tenant must keep the premises clean, having regard to their condition at the start of the tenancy.
- (2) The tenant must not maliciously damage, or allow someone else to maliciously damage, the premises.
- (3) The tenant's obligations under this clause do not apply to the extent the obligations would have the effect of requiring the tenant to repair, or compensate the lessor for, damage to the premises caused by an act of domestic violence experienced by the tenant.

For more information visit the Domestic violence in a rental property webpage on the RTA website.

Subdivision 3 The dwelling

26 Fixtures or structural changes - ss 207-209

- (1) The tenant may attach a fixture, or make a structural change, to the premises only if -
 - (a) the tenant gives the lessor a request, in the approved form, for approval to attach the fixture or make the structural change; and
 - (b) the lessor agrees to the request; and
 - (c) for body corporate premises—the body corporate agrees to the request; and
 - (d) the fixture is attached, or structural change is made, in accordance with the lessor's agreement.

Note – Fixtures are generally items permanently attached to land or to a building that are intended to become part of the land or building. Attaching a fixture may include, for example, gluing, nailing or screwing the fixture to a wall.

- (2) The lessor must -
 - (a) decide the request -
 - (i) within 28 days after receiving the request; or
 - (ii) if the premises are not body corporate premises—within a longer period, if agreed to by the tenant and lessor; and
 - (b) advise the tenant of the lessor's decision; and
 - (c) if the lessor agrees to the request and the premises are body corporate premises -
 - (i) state that the lessor's agreement is subject to the agreement by the body corporate; and
 - (ii) give the request to the body corporate within 28 days after receiving the request; and
 - (iii) advise the tenant as soon as reasonably practicable of the body corporate's decision about the request.
- (3) If the lessor agrees to the request, the lessor must give the tenant an agreement that -
 - (a) is in writing; and
 - (b) describes the nature of the fixture or structural change; and
 - (c) states any conditions of the agreement, including any conditions given by the body corporate.

Examples of conditions -

- that the tenant must maintain the fixture in a particular way
- that the tenant must remove the fixture and must repair damage caused by removing the fixture
- that the lessor must compensate the tenant for the fixture if the tenant can not remove it

- (4) The tenant must comply with any conditions of the agreement given by the lessor or body corporate.

- (5) In this clause—
body corporate premises means premises—
- that are part of a body corporate scheme; and
 - for which, under a body corporate law or body corporate by-law, the approval of the body corporate is required for the attachment of a fixture, or the making of a structural change, to the premises.

27 Action by lessor for breach of lessor's agreement about fixture or structural change – s 209A

- This clause applies if—
 - the tenant attaches a fixture, or makes a structural change, to the premises; and
 - the lessor's agreement is given under section 208 to attach the fixture or make the structural change; and
 - the tenant does not attach the fixture, or make the structural change, in accordance with the lessor's agreement.
- The lessor may –
 - take action for a breach of a term of this agreement; or
 - waive the breach and treat the fixture or structural change as an improvement to the premises for the lessor's benefit.

28 Supply of locks and keys - s 210

- The lessor must supply and maintain all locks necessary to ensure the premises are reasonably secure.
- The lessor must give the tenant, or if there is more than 1 tenant, give 1 of the tenants, a key for each lock that -
 - secures an entry to the premises; or
 - 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
 - is part of the premises.
- 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

- The lessor or tenant may change a lock at the premises only if –
 - the other party to this agreement agrees to the change; or
 - the lessor or tenant has a reasonable excuse for making the change; or
 - the lessor or tenant believes the change is necessary because of an emergency; or
 - the lock is changed to comply with an order of the tribunal.
- However, the tenant may also change a lock at the premises if the tenant –
 - believes the change is necessary to protect the tenant or another occupant of the premises from domestic violence; and
For more information visit the Domestic violence in a rental property webpage on the RTA website.
 - engages a locksmith or other qualified tradesperson to change the lock.
- The lessor or tenant must not act unreasonably in failing to agree to the change of a lock.
- If the lessor or tenant changes the lock, the lessor or tenant must give the other party to this agreement a key for the changed lock, unless -
 - the other party agrees to not being given the key; or
 - the tribunal orders that the key not be given to the other party.
- 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.
- The right of the lessor or tenant to change a lock under this clause is subject to a body corporate law or a body corporate by-law that applies to the premises.

Subdivision 4 Damage and repairs

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

- Emergency repairs** are works needed to repair any of the following –
 - a burst water service or serious water service leak;
 - a blocked or broken lavatory system;
 - a serious roof leak;
 - a gas leak;
 - a dangerous electrical fault;
 - flooding or serious flood damage;
 - serious storm, fire or impact damage;
 - a failure or breakdown of the gas, electricity or water supply to the premises;
 - a failure or breakdown of an essential service or appliance on the premises for hot water, cooking or heating;
 - a fault or damage that makes the premises unsafe or insecure;
 - a fault or damage likely to injure a person, damage property or unduly inconvenience a tenant of the premises;
 - a serious fault in a staircase, lift or other common area of the premises that unduly inconveniences a tenant in gaining access to, or using, the premises.
- Also, **emergency repairs** are works needed for the premises to comply with the prescribed minimum housing standards.
- Routine repairs** are repairs other than emergency repairs.

31 Nominated repairer for emergency repairs - s 216

- The lessor's nominated repairer for emergency repairs of a particular type must be stated either -
 - in item 18; or
 - in a notice given by the lessor to the tenant.
- The notice must state –
 - the name and telephone number of the nominated repairer; and
 - whether or not the nominated repairer is the tenant's first point of contact for notifying of the need for emergency repairs.
- The lessor must give notice to the tenant of any change of the lessor's nominated repairer or the telephone number of the nominated repairer.
- This clause does not apply if –
 - the lessor has given the tenant a telephone number of the lessor; and
 - the lessor gives notice to the tenant that the lessor is to arrange for emergency repairs to be made to the premises.

32 Notice of damage - s 217

- 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 lessor if –
 - there is no nominated repairer for the repairs; or
 - a nominated repairer for the repairs is not the tenant's first point of contact; or
 - a nominated repairer for the repairs is the tenant's first point of contact but the tenant has been unable to contact the repairer after making reasonable efforts.
- If the premises need emergency repairs and there is a nominated repairer of the lessor for the repairs, the notice must be given to the repairer if—
 - the repairer is the tenant's first point of contact; or
 - the repairer is not the tenant's first point of contact but the tenant has been unable to contact the lessor after making reasonable efforts.
- Despite clause 48, a notice under this clause does not need to be written.

- (6) This clause does not apply to the tenant for damage caused by an act of domestic violence experienced by the tenant.

For more information visit the Domestic violence in a rental property webpage on the RTA website.

33 Emergency repairs arranged by tenant - ss 218 and 219

- (1) The tenant may arrange for a suitably qualified person to make emergency repairs of the premises or apply to the tribunal under section 221 for orders about the repairs if –
- the tenant has been unable to notify the lessor or nominated repairer of the need for the repairs; or
 - the repairs are not made within a reasonable time after notice is given.

Note – Section 219A also provides that the lessor's agent may arrange for emergency repairs.

- (2) The maximum amount that may be incurred for emergency repairs arranged to be made by the tenant is an amount equal to the amount payable under this agreement for 4 weeks rent.

Note – For how the tenant may require reimbursement for the repairs, see sections 219(2) and (3) and 220 and the information statement.

Subdivision 5 Pets

34 Keeping pets and other animals at premises – ss 184B and 184G

- 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 19.

Notes –

1 If item 19 states 2 cats, the tenant is approved by the lessor to keep up to 2 cats at the premises.

2 For additional approvals to keep a pet at the premises see clause 36.

- (4) An authorisation to keep the pet or working dog at the premises continues for the life of the pet or working dog and is not affected by any of the following matters –
- 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.
- (5) An authorisation to keep a pet, working dog or other animal at the premises may be restricted by a body corporate by-law or other law about keeping animals at the premises.

Examples –

1 The premises may be subject to a local law that limits the number or types of animals that may be kept at the premises.

2 The premises may be subject to a body corporate by-law that requires the tenant to obtain approval from the body corporate before keeping a pet at the premises.

35 Tenant responsible for pets and other animals - s 184C

- 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 caused by the pet or other animal.
- Damage to the premises caused by the pet or other animal is not fair wear and tear.

36 Request for approval to keep pet – ss 184D and 184E

- 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

Note – See clause 37 for limitations on conditions of approval to keep a pet at the premises.
 - if the lessor refuses the tenant's request –
 - the grounds for the refusal; and
 - the reasons the lessor believes the grounds for the refusal apply to the request.
- The lessor may refuse the request for approval to keep a pet at the premises only on 1 or more of the following grounds –
 - keeping the pet would exceed a reasonable number of animals being kept at the premises;
 - 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;
 - keeping the pet is likely to cause damage to the premises that could not practicably be repaired for a cost that is less than the amount of the rental bond for the premises;
 - keeping the pet would pose an unacceptable risk to the health and safety of a person, including, for example, because the pet is venomous;
 - keeping the pet would contravene a law;
 - keeping the pet would contravene a body corporate by-law applying to the premises;
 - if the lessor proposed reasonable conditions for approval and the conditions comply with clause 37 – the tenant has not agreed to the conditions;
 - the animal stated in the request is not a pet as defined in section 184A;
 - another ground prescribed by a regulation under section 184E(1)(j).
- The lessor is taken to approve the keeping of the pet at the premises if –
 - the lessor does not comply with subclause (2); or
 - the lessor's response does not comply with subclause (3).

37 Conditions for approval to keep pet at premises – s 184F

- The lessor's approval to keep a pet at the premises may be subject to conditions if the conditions –
 - relate only to keeping the pet at the premises; and
 - are reasonable having regard to the type of pet and the nature of the premises; and
 - are stated in the written approval given to the tenant under clause 36(3).
- Without limiting subclause (1)(b), the following conditions of the lessor's approval are taken to be reasonable –
 - if the pet is not a type of pet ordinarily kept inside – a condition requiring the pet to be kept outside at the premises;
 - 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;
 - 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.
- A condition of the lessor's approval to keep a pet at the premises is void if the condition –
 - would have the effect of the lessor contravening section 171 or 172; or
 - would, as a term of this agreement, be void under section 173; or
 - would increase the rent or rental bond payable by the tenant; or
 - would require any form of security from the tenant.

- (4) For subclause (2), the premises are professionally fumigated, and carpets are professionally cleaned, if the fumigation and cleaning are done to a standard ordinarily achieved by businesses selling those services.

Division 7 Restrictions on transfer or subletting by tenant

38 General - ss 238 and 240

- (1) Subject to clause 39, the tenant may transfer all or a part of the tenant's interest under this agreement, or sublet the premises, only if –
- the lessor agrees in writing to the transfer or subletting; or
 - the transfer or subletting is made under an order of the tribunal.
- (2) The lessor must act reasonably in failing to agree to the transfer or subletting.
- (3) The lessor is taken to act unreasonably in failing to agree to the transfer or subletting if the lessor acts in a capricious or retaliatory way.
- (4) The lessor or the lessor's agent must not require the tenant to pay, or accept from the tenant, an amount for the lessor's agreement to a transfer or subletting by the tenant, other than an amount for the reasonable expenses incurred by the lessor in agreeing to the transfer or subletting.

39 State assisted lessors or employees of lessor - s 237

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

Division 8 When agreement ends

40 Ending of agreement - s 277

- (1) This agreement ends only if –
- the lessor and tenant agree, in a separate written document, to end this agreement; or
 - the lessor gives a notice to leave premises to the tenant under section 326 and the tenant hands over vacant possession of the premises to the lessor on or after the handover day stated in the notice; or
 - the tenant gives a notice of intention to leave premises to the lessor under section 327 and hands over vacant possession of the premises to the lessor on or after the handover day stated in the notice; or
 - the tenant vacates, or is removed from, the premises after receiving a notice from a mortgagee or appointed person under section 317; or
 - the tenant abandons the premises and the period for which the tenant paid rent has ended; or
 - the tribunal makes an order terminating this agreement.
- (2) Also, this agreement ends for a sole tenant if –
- 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.
- the tenant dies.
- Note* – See section 324A for when this agreement ends if a sole tenant dies.

41 Condition premises must be left in - s 188

- (1) At the end of the tenancy, the tenant must leave the premises, as far as possible, in the same condition they were in at the start of the tenancy, fair wear and tear excepted.
- Examples of what may be fair wear and tear –*
- wear that happens during normal use
 - changes that happen with ageing
- (2) The tenant's obligation mentioned in subclause (1) does not apply to the extent the obligation would have the effect of requiring the tenant to repair, or compensate the lessor for, damage to the premises caused by an act of domestic violence experienced by the tenant.
- For more information visit the Domestic violence in a rental property webpage on the RTA website.

42 Keys

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

43 Tenant's forwarding address - s 205

- (1) When handing over possession of the premises, the tenant must, if the lessor or lessor's agent asks the tenant in writing to state the tenant's new residential address, tell the lessor or lessor's agent the tenant's new residential address.
- (2) However, subclause (1) does not apply if –
- the tenant has a reasonable excuse for not telling the lessor or lessor's agent the new address; or
 - after experiencing domestic violence, the tenant ended the tenant's interest in this agreement, under chapter 5, part 1, division 3, subdivision 2A of the Act.
- For more information visit the Domestic violence in a rental property webpage on the RTA website.

44 Exit condition report - s 66

- (1) The tenant must, on or before the day this agreement ends, prepare, and sign a condition report for the premises in the approved form.
- Note* – For the approved form for the condition report, see the information statement.
- (2) As soon as practicable after this agreement ends, the tenant must give 1 copy of the condition report to the lessor or lessor's agent.
- Example of what might be as soon as practicable* – when the tenant returns the keys to the premises to the lessor or the lessor's agent
- (3) The lessor or the lessor's agent must, within 3 business days after receiving the copy of the condition report –
- sign the copy; and
 - if the lessor or lessor's agent does not agree with the report – show the parts of the report the lessor or lessor's agent disagrees with by marking the copy in an appropriate way; and
 - if the tenant has given a forwarding address to the lessor or lessor's agent – make a copy of the report and return it to the tenant at the address.
- (4) The lessor or lessor's agent must keep a copy of the condition report signed by both parties for at least 1 year after this agreement ends.

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

- (1) The tenant must take all of the tenant's belongings from the premises at the end of the tenancy.
- (2) The lessor may not treat belongings left behind as the lessor's own property, but must deal with them under sections 363 and 364.

Division 9 Miscellaneous

46 Supply of goods and services - s 171

- (1) The lessor or the lessor's agent must not require the tenant to buy goods or services from the lessor, the lessor's agent or a person nominated by the lessor or lessor's agent.
- (2) Subclause (1) does not apply to -
 - (a) a requirement about a service charge; or
 - (b) a condition of an approval to keep a pet if the condition -
 - (i) requires the carpets to be cleaned, or the premises to be fumigated, at the end of the tenancy; and
 - (ii) complies with clause 37; and
 - (iii) does not require the tenant to buy cleaning or fumigation services from a particular person or business.

47 Lessor's agent - s 206

- (1) The name and address for service of the lessor's agent is stated in item 3.
- (2) Unless a special term provides otherwise, the lessor's agent may -
 - (a) stand in the lessor's place in any application to the tribunal by the lessor or the tenant; or
 - (b) do any thing else the lessor may do, or is required to do, under this agreement.

Note - See also sections 24 and 25

48 Notices

- (1) A notice under this agreement must be written and, if there is an approved form for the notice, in the approved form.
- (2) A notice from the tenant to the lessor may be given to the lessor's agent.
- (3) A notice may be given to a relevant party -
 - (a) by giving it to the relevant party personally; or
 - (b) if an address for service for the relevant party is stated in item 1, 2 or 3 - by leaving it at the address; or sending it by prepaid post as a letter to the address; or
 - (c) if an electronic address for a type of electronic communication for the relevant party is stated in item 1, 2 or 3 and item 4 indicates that a notice may be given by that type of electronic communication - by sending it by electronic communication to the electronic address in accordance with the *Electronic Transactions (Queensland) Act 2001*.
Examples of types of electronic communication - email, facsimile, text message
- (4) If no address for service is stated in item 2 for the tenant, the tenant's address for service is taken to be the address of the premises.
- (5) A relevant party may change their address for service, or electronic address only by giving notice to each other relevant party of their new address for service, or a new electronic address.
- (6) On the giving of a notice of a new address for service, or new electronic address for a relevant party, the address for service, or electronic address stated in the notice is taken to be the relevant party's address for the relevant item in this agreement.
- (7) A relevant party may withdraw their consent to notices being given to them by electronic communication, or to a specific electronic address, only by giving notice to each other relevant party that notices are no longer to be given to the relevant party electronically, or to that electronic address.
- (8) Unless the contrary is proved -
 - (a) a notice left at an address for service is taken to have been received by the person to whom the address relates when the notice was left at the address; and
 - (b) a notice sent by post is taken to have been received by the person to whom it was addressed when it would have been delivered in the ordinary course of post; and

- (c) a notice sent by electronic communication to an electronic address is taken to have been received by the recipient -
 - (i) if the type of electronic communication is email - when the email enters the recipient's email server; or
 - (ii) if the type of electronic communication is facsimile - when the sender's facsimile machine produces a transmission report indicating all pages of the notice have been successfully sent; or
 - (iii) otherwise - at the time stated in the *Electronic Transactions (Queensland) Act 2001*, section 24.
- (9) In this clause -

relevant party means -

 - (a) the lessor; or
 - (b) the tenant; or
 - (c) if there is an agent of the lessor - the lessor's agent.

Part 3 Special terms Insert any special terms here and/or attach a separate list if required. See clause 2(3) to 2(6)

Refer to attached special terms approved by the Real Estate Institute of Queensland.

Smoking not allowed on premises
 (a) The tenant must not, or allow any other person to, use or smoke tobacco or other smoke producing substance within any dwelling within the premises.
 (b) For the purpose of this Special Term a dwelling contained on the Premises shall include any enclosed area, room or structure attached to the dwelling, including but not limited to any garage, sunroom or enclosed veranda. A dwelling shall include any structure on the Premises designed to be used as a residence for human habitation.

Names of Approved Occupants:

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



Other languages: You can access a [free interpreter service](#) by calling the RTA on 1300 366 311 (Monday to Friday, 8:30am to 5:00pm).

Signature of lessor/agent

Name/trading name

REALSALES REAL ESTATE

Signature

DocuSigned by:
Christopher Shanell
0981BC63FE3E456...

Date / /
24-01-2026

Signature of tenant 1

Print name

ILUMINADA SISON

Signature

Signed by:
[Signature]
40DB5737EAC947E...

Date / /
24-01-2026

Signature of tenant 2

Print name

Signature

Date / /

Signature of tenant 3

Print name

Signature

Date / /

Special Terms

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

49 Occupation and use of premises

The tenant must not permit persons other than the persons nominated as approved occupants in Part 1 of this agreement to reside at the premises without the written consent of the lessor. The lessor must act reasonably in exercising the lessor's discretion when determining whether or not to consent to a request by the tenant for any change to the approved tenants or occupants.

50 Subletting via online home sharing platforms

The use of online home sharing platforms, such as AirBnB, which grant exclusive possession of the property, or any part thereof, to guests, shall be deemed to be subletting of the property and require compliance with clause 38.

51 Care of the premises by the tenant

- (1) During the tenancy, the tenant must-
 - (a) not do anything that might block any plumbing or drains on the premises;
 - (b) keep all rubbish in the bin provided by the local authority in an area designated by the lessor or as the local authority may require;
 - (c) put the bin out for collection on the appropriate day for collection and return the bin to its designated place after the rubbish has been collected;
 - (d) maintain the lawns and gardens at the premises having regard to their condition at the commencement of the tenancy, including mowing the lawns, weeding the gardens and watering the lawns and gardens (subject to council water restrictions);
 - (e) subject to the lessor's obligations under clause 24(1)(e) and 24(2)(e), keep the premises free from pests and vermin, having regard to the condition of the premises at the commencement of the tenancy;
 - (f) keep the walls, floors, doors and ceilings of the premises free of nails, screws or adhesive substances, unless otherwise agreed to by the lessor in accordance with clause 26;
 - (g) keep the swimming pool, filter and spa equipment (if any) clean and at the correct chemical levels having regard to their condition at the start of the tenancy;
 - (h) not interfere with nor make non-operational any facility that may be provided with the premises (eg. smoke alarms, fire extinguishers, garden sprinkler systems, hoses etc).
- (2) The obligations of the tenant at the end of the tenancy regarding the conditions of the premises include-
 - (a) if the carpets were cleaned to a certain standard at the start of the tenancy, the tenant must ensure the carpets are cleaned to the same standard, fair wear and tear excepted, at the end of the tenancy. For the sake of clarity, a special term or condition for approval to keep a pet at the premises requiring carpets in the premises to be professionally cleaned at the end of the tenancy overrides this special term;
 - (b) if the property was free of pests and vermin at the start of the tenancy, the tenant must ensure the property meets the same standard at the end of the tenancy. For the sake of clarity, a special term or condition for approval to keep a pet at the premises requiring the premises to be professional fumigated at the end of the tenancy overrides this special term;
 - (c) repairing the tenant's intentional or negligent damage to the premises or inclusions;
 - (d) returning the swimming pool, filter and spa equipment (if any) to a clean condition with correct chemical levels having regard to their condition at the start of the tenancy;
 - (e) replacing inclusions damaged during the tenancy having regard to their condition at the start of the tenancy, fair wear and tear excepted;
 - (f) mowing lawns, weeding gardens having regard to their condition at the start of the tenancy;
 - (g) remove all property other than that belonging to the lessor or on the premises at the start of the tenancy.

52 Photographs of the property during an inspection

- (1) The tenant consents to photographs being taken of the property during an inspection arranged by the lessor or the lessor's agent in accordance with section 192(1)(a), for the purposes of documenting the condition of the property at the time of the inspection.
- (2) For the sake of clarity, if any photographs taken during an inspection of the property show something belonging to the tenant, the lessor or lessor's agent must obtain the tenant's written consent in order to use the photographs in an advertisement for the property in accordance with section 203.

53 Locks and keys

- (1) The lessor may claim from the tenant costs incurred by the lessor as a result of the tenant losing any key, access keycard or remote control relating to the premises which has been provided to the tenant (by the lessor, a body corporate or other person), including costs in connection with:
 - (a) replacing the key, access keycard or remote control; and
 - (b) gaining access to the premises.
- (2) The tenant acknowledges that the lessor's agent may retain a duplicate set of keys.
- (3) If a tenant changes a lock at the premises in accordance with clause 29, the tenant must immediately provide the lessor and/or lessor's agent with the key for the changed lock unless clauses 29(4)(a) or (b) are applicable regarding the provision of the key.
- (4) If a tenant changes a lock under clause 29(2) and gives the key to the lessor in accordance with clause 29(5), the tenant agrees for the key to be given to the lessor's agent.

Special Terms *continued...*

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

54 Liability excluded

The tenant shall be liable for and shall indemnify and defend the lessor from, and against, any and all losses, claims, demands, actions, suits (including costs and legal fees on an indemnity basis), and damages, including, but not limited to:

- (a) injury, bodily or otherwise, or death of any person, including the tenant or an approved occupant; or
- (b) loss, damage to, or destruction of, property whether real or personal, belonging to any person, including the tenant or an approved occupant;

as a direct or indirect result of the tenant's negligent acts or omissions.

55 Lessor's insurance

(1) If the lessor does have insurance cover the tenant must not do, or allow anything to be done, that would invalidate the lessor's insurance policy for the premises or increase the lessor's premium in relation to that policy.

- (2) The lessor may claim from the tenant -
 - (a) any increase in the premium of the lessor's insurance; and
 - (b) any excess on claim by the lessor on the lessor's insurance; and
 - (c) any other cost and expenses incurred by the lessor;

as a direct or indirect result of the tenant's negligent acts or omissions.

56 Tenant's insurance

It is the responsibility of the tenant and/or approved occupant to adequately insure their own property and possessions.

57 Smoke alarm obligations

The tenant must-

- (1) Test each smoke alarm in the premises-
 - (a) at least once every 12 months; or
 - (b) if a fixed term tenancy is of less than 12 months duration, but is held over under a periodic tenancy of 12 months or more, at least once in the 12 month period;
 - (i) For an alarm that can be tested by pressing a button or other device to indicate whether the alarm is capable of detecting smoke - by pressing the button or other device;
 - (ii) Otherwise, by testing the alarm in the way stated in the Information Statement (RTA Form 17a) provided to the tenant/s at the commencement of the tenancy.
- (2) Replace each battery that is spent, or that the tenant/s is aware of is almost spent, in accordance with the Information Statement provided to the tenant/s at the commencement of the tenancy;
- (3) Advise the lessor as soon as practicable if the tenant/s become/s aware that a smoke alarm in the premises has failed or is about to fail (other than because the battery is spent or almost spent); and

Note: In interpreting the word "spent" when referring to a battery, the term is used to include reference to a battery which is flat, non-functioning or lacking in charge that it does not properly operate the smoke alarm.
- (4) Clean each smoke alarm in the premises in the way stated in the Information Statement provided to the tenant/s at the commencement of the tenancy:
 - (a) at least once every 12 months; or
 - (b) if a fixed term tenancy is of less than 12 months duration, but is held over under a periodic tenancy of 12 months or more, at least once in the 12 month period;

In the event that the tenant/s engages a contractor/tradesperson (as listed in Item 18) to meet the tenant/s obligations listed under this special term, such engagement shall be at the tenant/s' own cost and expense.

- (5) Not tamper with or otherwise render a smoke alarm inoperative. Such an act will constitute malicious damage in accordance with section 188 of the Act.

58 Portable pool obligations

- (1) The tenant must-
 - (a) Obtain the lessor's consent for a portable pool at the premises of a depth of 300mm or greater;
 - (b) Where consent is to be provided by the lessor to the tenant for the use of a portable pool at the premises of a depth of 300mm or greater, provide the lessor and/or the agent with details of the type and description of the proposed portable pool.
- (2) Where consent is provided by the lessor to the tenant for the use of a portable pool at the premises of a depth of 300mm or greater, the tenant agrees to:
 - (a) Maintain and repair the portable pool at the tenant's own expense;
 - (b) In accordance with the *Building Act 1975* obtain, maintain and renew a Pool Safety Certificate for a regulated pool, which includes a requirement for a compliant pool fence and, provide a copy of the Pool Safety Certificate to the lessor and/or agent;
 - (c) Where a compliant pool fence is required for a regulated pool, obtain the lessor's consent regarding a proposed fence in accordance with clause 26 of the standard terms;
 - (d) In circumstances where consent is provided to the tenant by the lessor in accordance with clause 26 of the standard terms, construct and maintain the fence as required by the *Building Act 1975*, at the tenant's own expense.
- (3) In accordance with special term 58(1) and 58(2), where consent is provided by the lessor to the tenant for a portable pool of a depth of 300mm or greater and/or as prescribed by the *Building Act 1975*, the tenant hereby agrees to indemnify and hold harmless the lessor and agent for any loss, claim, suit or demand, brought, caused or contributed to, directly or indirectly, by the portable pool.

Special Terms *continued...*

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

59 Pets

If the pet is permitted inside, this special term applies:

- (1) In addition to clause 34(3), the lessor approves a pet as stated in Item 19 of this agreement to be kept inside a dwelling on the premises, conditional on:
 - (a) if the pet is capable of carrying parasites that could infest the premises, the premises being professionally fumigated at the end of the tenancy; and
 - (b) the carpets in the premises being professionally cleaned at the end of the tenancy.

Note: For the purpose of this special term, a dwelling on the premises shall include any structure on the premises designed to be used as a residence for human habitation. A dwelling shall also include any enclosed area, room or structure attached to the dwelling, including but not limited to any garage, sunroom or enclosed veranda.

- (2) The premises are professionally fumigated and carpets are professionally cleaned, if the fumigation and cleaning are done to a standard ordinarily achieved by businesses selling those services.
- (3) For the sake of clarity, the conditions outlined in special term 59 relate only to the lessor's approval to keep a pet at the premises as stated in Item 19 of this agreement.
- (4) For requests for approval to keep a pet at the premises inconsistent with Item 19 of this agreement, see clauses 36 and 37 of this agreement and sections 184D to 184F of the Act.

60 Electronic Signing

- (1) Electronic Signature means an electronic method of signing that identifies the person and indicates their intention to sign this agreement;
- (2) If this agreement is signed by any party or the lessor's agent using an Electronic Signature, the tenant and the lessor:
 - (a) agree to enter into this agreement in electronic form; and
 - (b) consent to either, or both parties, or the lessor's agent signing this agreement using an Electronic Signature.

2 Bond lodgement (Form 2)

Residential Tenancies and Rooming Accommodation Act 2008
(Sections 116–119)



Only tenants/residents who pay bond, and the property manager/owner, should fill out this form. Where possible, tenants/residents and property managers/owners should lodge the bond using the RTA's Bond Lodgement Web Service at rta.qld.gov.au instead of this form.

By submitting this form to the Residential Tenancies Authority (RTA), each signatory affirms that, to the best of their knowledge, the information provided by them on this form is accurate and truthful and confirms that the document is not false or misleading in any material particular.

Page 1 of 2 - Complete all pages

Lodge form online (rta.qld.gov.au) or by post. Do not email this form.

New bond OR Existing rental bond number

1 Address of rental property (rooming accommodation: include room number)

23 HAMILTON AVENUE	
HENDRA QLD	Postcode 4011

2 Agreement starts Agreement ends

3 Number of bedrooms

4 Type of dwelling

Residential tenancy Flat/unit House Townhouse Granny Flat
 Moveable dwelling/site Moveable dwelling/site with electricity supplied and individually metered

OR

Rooming accommodation Boarding house Supported accommodation Student rooming accommodation Granny Flat
 Room within a property where the owner also lives

5 Type of management

Residential tenancy Owner Property manager Moveable dwelling owner/manager
 Social housing organisation
 Other _____

OR

Rooming accommodation Owner Manager/provider Real estate agent
 Other _____

6 Property manager/owner

Full name/trading name Realsales Real Estate													
ABN	7	4	4	8	8	5	6	1	4	3	2	RTA ID (if known)	059 267 302
Postal address P O Box 846, Aspley, QLD												Postcode 4034	
Phone 0407 003 239			Mobile 0407 003 239			Date			Signature			DocuSigned by: Christopher Sharwell 0961BC63FE3E456...	
Email chris@realsales.com.au										<input checked="" type="checkbox"/> tick if you agree to receive RTA notices by email		24-01-2026	

7 Payment method

Cheque/money order BPAY (Payment reference will be emailed)

If you are lodging this paper Bond lodgement form, please select one of the two payment methods above. For a fast, secure and convenient transaction, tenants/residents and property managers/owners can also use the [RTA's Bond Lodgement Web Service](http://rta.qld.gov.au) to lodge and pay the bond online in minutes using credit card, debit card or BPAY.

Continued on page 2

2 Bond lodgement (Form 2)

Residential Tenancies and Rooming Accommodation Act 2008
(Sections 116-119)



Page 2 of 2 - Complete all pages

IMPORTANT: Copy rental bond details and address of rental property from page 1

New bond **OR** Existing rental bond number

Address of rental property (rooming accommodation: include room number)

<input type="text" value="23 HAMILTON AVENUE"/>	
<input type="text" value="HENDRA QLD"/>	<input type="text" value="Postcode 4011"/>

8 Weekly rent and bond

Total bond	Weekly rent	Bond paid with this form
<input type="text" value="\$ 2800.00"/>	<input type="text" value="\$ 700.00"/>	<input type="text" value="\$ 200.00"/>

Tenant receives a rent subsidy (property owner is tenant's employer) Yes

When was the rent for the premises last increased? Date

Is the property manager/owner or provider classified as exempt, as defined in the Act? Yes No

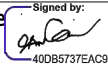
Did the property owner/provider purchase the rental premises within 12 months of the tenancy agreement commencing? Yes No

If yes to above: What was the date the property was purchased?

9 Tenants/residents who have paid bond money (include individual amounts)

Important: please provide a unique email address, which isn't shared with anyone else and can only be used by you. The RTA cannot record the same email address for multiple customers due to privacy and security reasons. If you provide the same email address as another RTA customer, we will communicate with you by post for future bond and tenancy transactions.

Tenant 1

First name/s ILUMINADA		Last name SISON		\$ 2800.00
Date of birth 29 / 11 / 1960	Phone	Mobile 0407 742 352		
RTA ID (if known)	Date / /	Signature 		<small>Signed by: 40DB5737EAC947E...</small>
Email LUMEN.SISON@GMAIL.COM	<input checked="" type="checkbox"/> tick if you agree to receive RTA notices by email			
Optional - do you identify as: (mark all that apply)				
<input type="checkbox"/> Aboriginal and Torres Strait Islander peoples <input type="checkbox"/> Culturally and Linguistically diverse people <input type="checkbox"/> People living with a disability				

Tenant 2

First name/s		Last name		\$
Date of birth / /	Phone	Mobile		
RTA ID (if known)	Date / /	Signature		
Email	<input type="checkbox"/> tick if you agree to receive RTA notices by email			
Optional - do you identify as: (mark all that apply)				
<input type="checkbox"/> Aboriginal and Torres Strait Islander peoples <input type="checkbox"/> Culturally and Linguistically diverse people <input type="checkbox"/> People living with a disability				

Tenant 3

First name/s		Last name		\$
Date of birth / /	Phone	Mobile		
RTA ID (if known)	Date / /	Signature		
Email	<input type="checkbox"/> tick if you agree to receive RTA notices by email			
Optional - do you identify as: (mark all that apply)				
<input type="checkbox"/> Aboriginal and Torres Strait Islander peoples <input type="checkbox"/> Culturally and Linguistically diverse people <input type="checkbox"/> People living with a disability				

Use this form to

- pay the bond (full, or part payment), or
- increase the bond (rent has been increased)

The bond can be paid to the RTA by the tenant or the property manager/owner. Once the property manager/owner receives the bond, **it must be paid to the RTA within 10 days**. It is an offence not to do so.

Paying the bond

Online | Where possible, tenants/residents and property managers/owners are encouraged to lodge the bond online using the [RTA's Bond Lodgement Web Service](#) instead of this paper form. It's fast, secure, 24/7 and supports BPAY, credit card and debit card payments.

Cheque/money order | Please post payments to the RTA – Residential Tenancies Authority, GPO Box 390, Brisbane, Qld, 4001.

BPAY | Once the RTA receives and processes this form, BPAY details will be issued for payment to be made. BPAY details will be sent via post or email (if the RTA has a consented email address on file for you). To opt in to receiving RTA emails, you can update your details using [RTA Web Services](#).

The RTA is collecting your personal information for the purpose of carrying out the RTA's functions under the Residential Tenancies and Rooming Accommodation Act 2008 (Qld) and may provide your information to QCAT and other bodies in accordance with the RTA's functions. For more information see the RTA's [privacy plan](#) contained on the RTA website.

The RTA does not accept responsibility for any loss or damage which may result from providing incorrect information to the RTA.

Section 447 of the Residential Tenancies and Rooming Accommodation Act 2008 (Qld) makes it an offence for a person to knowingly give the RTA documents containing false or misleading information. Maximum penalty for such an offence – 20 penalty units.

Maximum bond

Residential tenancy

- equal to 4 weeks rent regardless of the weekly rent amount

Moveable dwelling (e.g. caravan)

- equal to 2 weeks rent regardless of the weekly rent amount
- when electricity is supplied and individually metered, equal to 3 weeks rent regardless of the weekly rent amount

Rooming accommodation

- equal to 4 weeks rent regardless of the weekly rent amount
- if bond is paid in instalments, go to rta.qld.gov.au for details

Rent increase

You can find the date of the last rent increase on your General Tenancy Agreement (Form 18a, Form 18b or Form R18) or alternatively ask your property manager/owner or provider.

The property manager/owner or provider must not increase, or propose to increase, the rent payable by a tenant/resident less than 12 months after the last rent increase for the residential premises or resident's room.

Rent increase requirements do not apply to exempt property managers/owners or exempt providers. The Act provides definitions for an exempt property manager/owner and an exempt provider.

For properties being rented for the first time, the date of the last rent increase is the date the property is first rented.



Other languages: You can access a free interpreter service by calling the RTA on 1300 366 311 (Monday to Friday, 8:30am to 5pm).

General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008



Part 1 Tenancy information

Item 1

1.1 Lessor

Name/trading name SZ & DS Holdings P/L ATF Slone-Zhen P1 Trust

Address

CV- REALSALES PTY LTD T/A REALSALES REAL ESTATE
 P O BOX 846, ASPLEY QLD Postcode 4034

1.2 Phone Mobile ABN (optional)
 0407 003 239

Email
 ADMIN@REALSALES.COM.AU

Note - Item 1.2 is optional.

Item 2

2.1 Tenant/s

1. Full name/s Zoe Peta Nicopoulos
 Phone 0424 593 963 Email zoe.nicopoulos@gmail.com
 Emergency contact full name/s
 Emergency contact phone
 Emergency contact email

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

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

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

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

Item 3

3.1 Lessor's agent If applicable.

Full name/trading name Realsales Real Estate

Address

P O Box 846
 Aspley QLD Postcode 4034

3.2 Phone Mobile ABN (optional)
 0407 003 239 0407003239 74488561432

Email
 chris@realsales.com.au

Note: Item 3.2 is optional.



General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008



Item 4 Notices may be given to

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

4.1 Lessor

Email Yes No []

Text Message Yes No [] Facsimile Yes No []

4.2 Tenant/s

Email Yes No zoe.nicopoulos@gmail.com

Text Message Yes No [] Facsimile Yes No []

4.3 Agent

Email Yes No admin@realsales.com.au

Text Message Yes No [] Facsimile Yes No []

Item 5 5.1 Address of the rental premises

23A HAMILTON AVENUE
 HENDRA QLD Postcode 4011

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

As per entry condition report, photos & videos

5.3 Details of current repair orders for the rental premises or inclusions

[]

Item 6 6.1 The term of the agreement is fixed term agreement periodic agreement

6.2 Starting on 10 / 10 / 2025 **6.3 Ending on** 09 / 10 / 2026

See clause 4(2) Fixed term agreements only. For continuation of tenancy agreement, see clause 6

Item 7 7 Rent \$ 600.00 per weekly fortnightly monthly See clause 8(1)

Item 8 8 Rent must be paid on the Due Day day of each WEEK
Insert day. See clause 8(2) Insert week, fortnight or month

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

Method 1 DIRECT DEBIT OR INTERNET BANKING
 Method 2 []

Details for direct credit

BSB no. 014 209 Bank/building society/credit union ANZ BANKING GROUP
 Account no. 4828 47801 Account name REALSALES PTY LTD
 Payment reference PROPERTY AND/OR SURNAME



Item 10 Place of rent payment Insert where the rent must be paid. Item 10 is optional. See clause 8(6) to (8)

ANY ANZ BANK

Item 11 Day of last rent increase Insert the day the rent was last increased for the premises

09 / 12 / 2023

Note: The lessor/lessor's agent must not increase, or propose to increase, the rent payable by a tenant less than 12 months after the last rent increase for the residential premises. Rent increase requirements do not apply to exempt lessors. The Act provides definitions for an exempt lessor.

Item 12 Rental bond amount \$ 2400.00 See clause 13

Item 13.1 The services supplied to the premises for which the tenant must pay See clause 16

Electricity Yes No Any other service that a tenant must pay Yes No

Gas Yes No Type NBN/INTERNET See special terms (page 12)

Phone Yes No

13.2 Is the tenant to pay for water supplied to the premises See clause 17

Yes No

Item 14 If the premises is not individually metered for a service under item 13.1, the apportionment of the cost of the service for which the tenant must pay.

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

Electricity	100%	Any other service stated in item 13.1	100%
Gas	100%	See special terms (page 12)	
Phone	100%		

Item 15 How services must be paid for Insert for each how the tenant must pay. See clause 16(d)

Electricity DIRECTLY TO SUPPLIER

Gas DIRECTLY TO SUPPLIER

Phone DIRECTLY TO SUPPLIER

Any other service stated in item 13.1 See special terms (page 12) DIRECTLY TO SUPPLIER

Item 16 Number of persons allowed to reside at the premises 2 See clause 22

Item 17.1 Are there any body corporate by-laws applicable to the occupation of the premises by a tenant? Yes No

17.2 Has the tenant been given a copy of the relevant by-laws See clause 23 Yes No

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

Electrical repairs	Sparkd It Electrical	Phone	0449 066 900
Plumbing repairs	Phase 2 Plumbing	Phone	0403 248 562
Other repairs		Phone	

18.2 Are the nominated repairers the tenant's first point of contact for notifying the need for emergency repairs? See clause 31(4)

Yes

No - please provide lessor contact details below

Name Phone

Item 19 The type and number of pets approved by the lessor to be kept at the premises See clauses 34 to 37

Type Medium sized dog - Luna Number 1 Type Number

For more information on what is defined as a pet and working dog visit the RTA's Renting with pets webpage.

Part 2 Standard Terms

Division 1 Preliminary

1 Interpretation

In this agreement -

- (a) a reference to *the premises* includes a reference to any inclusions for the premises stated in item 5.2; and
- (b) a reference to a numbered section is a reference to the section in the *Residential Tenancies and Rooming Accommodation Act 2008 (the Act)* with that number; and
- (c) a reference to a numbered item is a reference to the item with that number in part 1 of this agreement; and
- (d) a reference to a numbered clause is a reference to the clause of this agreement with that number.

2 Terms of a general tenancy agreement - ss 52 and 54-56

- (1) This part states, under section 55, the standard terms of a general tenancy agreement.
- (2) The Act also imposes duties on, and gives entitlements to, the lessor and tenant that are taken to be included as terms of this agreement.
- (3) The lessor and tenant may agree on other terms of this agreement (*special terms*).
- (4) A duty or entitlement under the Act overrides a standard term or special term if the term is inconsistent with the duty or entitlement.
- (5) A standard term overrides a special term if they are inconsistent.
- (6) Any body corporate by-laws that apply to the occupation of the premises by the tenant, for the time being in force, are taken to be terms of this agreement.
- (7) A breach of this agreement may also be an offence under the Act. *Examples* for subclause (7) -
 - 1 It is an offence for the lessor or lessor's agent to enter the premises in contravention of the rules of entry under sections 192 to 199.
 - 2 It is an offence if the tenant does not sign and return the condition report to the lessor or lessor's agent under section 65.

3 More than 1 lessor or tenant

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

Division 2 Entering tenancy

4 Start of tenancy

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

5 Entry condition report - s 65

- (1) The lessor or lessor's agent must prepare, in the approved form, and sign a condition report for the premises.
- (2) A copy of the condition report must be given to the tenant on or before the day the tenant occupies the premises under this agreement.
- (3) If the tenant does not agree with the condition report, the tenant must mark the copy of the report in an appropriate way to show the parts the tenant disagrees with.

- (4) The tenant must sign and return the copy of the condition report to the lessor or lessor's agent no later than 7 days after the later of the following days -
 - (a) the day the tenant occupies the premises;
 - (b) the day the tenant is given the copy of the condition report.
- (5) After the copy of the condition report is returned to the lessor or lessor's agent by the tenant, the lessor or lessor's agent must make a copy of the condition report and return it to the tenant within 14 days.
- (6) However, the lessor or lessor's agent does not have to prepare a condition report for the premises if -
 - (a) this agreement has the effect of continuing the tenant's right to occupy the premises under an earlier residential tenancy agreement; and
 - (b) in accordance with the Act, a condition report was prepared for the premises for the earlier residential tenancy agreement.
- (7) If a condition report is not prepared for this agreement because subclause (6) applies, the condition report prepared for the earlier residential tenancy agreement is taken to be the condition report for this agreement.

6 Continuation of fixed term agreement - s 70

- (1) This clause applies if -
 - (a) this agreement is a fixed term agreement; and
 - (b) none of the following notices are given, or agreements or applications made before the day the term ends (the *end day*) -
 - (i) a notice to leave;
 - (ii) a notice of intention to leave;
 - (iii) an abandonment termination notice;
 - (iv) a notice, agreement or application relating to the death of a sole tenant under section 324A;
 - (v) a separate written agreement between the lessor and tenant under section 277(a) to end this agreement.
- (2) This agreement, other than a term about this agreement's term, continues to apply after the end day on the basis that the tenant is holding over under a periodic agreement.

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

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

- (1) This clause applies if -
 - (a) this agreement is a fixed term agreement; and
 - (b) the tenant ends this agreement before the term ends other than in a way permitted under the Act.
- (2) The tenant must pay the reletting costs under section 357A(3). *Note* - For when the tenant may end this agreement early under the Act, see clause 40 and the information statement.
- (3) This clause does not apply if, after experiencing domestic violence, the tenant ends the tenant's interest in this agreement under chapter 5, part 1, division 3, subdivision 2A of the Act. For more information visit the Domestic violence in a rental property webpage on the RTA website.

Division 3 Rent

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

- (1) The tenant must pay the rent stated in item 7.
- (2) The rent must be paid on the days stated in item 8.
- (3) The rent must be paid -
 - (a) in a way stated in item 9; or

Note - Under section 83, at least 2 ways for the tenant to pay the rent must be stated in this agreement.

 - (b) in a way agreed after the signing of this agreement by -
 - (i) the lessor or tenant giving the other party a notice proposing a way; and
 - (ii) the other party agreeing to the proposal in writing; or
 - (c) if the lessor or lessor's agent intends to change the way rent is paid to a way that is not stated in item 9 and no way is agreed to after the signing of this agreement - in a way the lessor or lessor's agent proposes by written notice to the tenant under section 84A.
- (4) The lessor or lessor's agent must give the tenant a notice advising of the costs associated with the ways to pay rent offered to the tenant that the tenant would not reasonably be aware of if the lessor or lessor's agent knows or could reasonably be expected to find out about the costs.
- (5) Also, the lessor or lessor's agent must declare any financial benefit the lessor or lessor's agent may receive if the tenant uses a particular way to pay rent.
- (6) If a place is stated in item 10, the rent must be paid at the place.
- (7) If, after the signing of this agreement, the lessor gives a notice to the tenant stating a place, or a different place, for payment of rent and the place is reasonable, the rent must be paid at the place while the notice is in force.
- (8) If no place is stated in item 10 and there is no notice stating a place, the rent must be paid at an appropriate place.

Examples of an appropriate place -

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

9 Rent in advance - s 87

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

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

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

10 Rent increases - ss 91 and 93

- (1) If the lessor proposes to increase the rent, the lessor must give notice of the proposal to the tenant.
- (2) The notice must state -
 - (a) the amount of the increased rent; and
 - (b) the day from when the rent is payable; and
 - (c) the day the rent was last increased for the premises.
- (3) The day stated from when the increased rent is payable must not be earlier than the later of the following -
 - (a) 2 months after the day the notice is given;
 - (b) 12 months after the last rent increase for the premises in accordance with section 93.
- (4) Subject to an order of a tribunal, the increased rent is payable from the day stated in the notice, and this agreement is taken to be amended accordingly.
- (5) However, the increased rent is payable by the tenant only if -
 - (a) the rent is increased in compliance with this clause and the Act; and
 - (b) the increased rent is not payable earlier than 12 months after the last rent increase for the premises in accordance with section 93; and

- (c) the increase in rent does not relate to -
 - (i) compliance of the premises with the prescribed minimum housing standards; or
 - (ii) keeping a pet or working dog at the premises.
- (6) Also, if this agreement is a fixed term agreement, the rent may not be increased before the term ends unless -
 - (a) this agreement provides for the rent increase; and
 - (b) this agreement states the amount of the increase or how the amount of the increase is to be worked out; and
 - (c) the increase is made in compliance with the matters mentioned in paragraph (b).

11 Application to tribunal about rent increase - s 92

- (1) After the lessor gives the tenant notice of a proposed rent increase, the tenant may apply to the tribunal for an order reducing or setting aside the amount of the proposed increase if the tenant believes the increase -
 - (a) is excessive; or
 - (b) is not payable under clause 10.
- (2) However, the application must be made -
 - (a) within 30 days after the tenant receives the notice; and
 - (b) if this agreement is a fixed term agreement - before the term of this agreement ends.

12 Rent decreases - s 94

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

Note - For information about the situations, see the information statement.

Division 4 Rental bond

13 Rental bond required - ss 111 and 116

- (1) If a rental bond is stated in item 12, the tenant must pay to the lessor or the lessor's agent the bond -
 - (a) if a special term requires the bond to be paid at a stated time - at the stated time; or
 - (b) if a special term requires the bond to be paid by instalments - by instalments; or
 - (c) otherwise - when the tenant signs this agreement.

Note - There is a maximum rental bond that may be required. See sections 112(1) and 146 and the information statement.
- (2) The lessor or the lessor's agent must, within 10 days of receiving the rental bond or a part of the bond, pay it to the authority and give the authority a notice, in the approved form, about the bond.
- (3) The rental bond is intended to be available to financially protect the lessor if the tenant breaches this agreement.

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

Note - For how to apply to the authority or a tribunal for the rental bond at the end of the tenancy, see sections 125 to 141 and the information statement.

14 Increase in rental bond - s 154

- (1) The tenant must increase the rental bond if -
 - (a) the rent increases and the lessor gives notice to the tenant to increase the bond; and
 - (b) the notice is given at least 11 months after -
 - (i) this agreement started; or
 - (ii) if the bond has been increased previously, following a notice given under this clause - the day stated in the notice, or the last notice, for making the increase.
- (2) The notice must state the increased amount and the day by which the increase must be made.
- (3) For subclause (2), the day must be at least 1 month after the notice is given to the tenant.

Division 5 Outgoings

15 Outgoings - s 163

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

Examples -

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

- (2) This clause does not apply if -
- the lessor is the State; and
 - rent is not payable under the agreement; and
 - 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 -

- the tenant enjoys or shares the benefit of the service; and
- the service is stated in item 13.1; and
- either -
 - the premises are individually metered for the service; or
 - Item 14 states how the tenant's apportionment of the cost of the service is to be worked out; and
- item 15 states how the charge may be recovered by the lessor from the tenant.

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

17 Water service charges - ss 164, 166 and 166A

- (1) The tenant must pay an amount for the water consumption charges for the premises if -
- the tenant is enjoying or sharing the benefit of a water service to the premises; and
 - 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
 - Item 13.2 states that the tenant must pay for water supplied to the premises.
- (2) However, the tenant does not have to pay an amount -
- that is more than the amount of the water consumption charges payable to the relevant water supplier; or
 - that is a fixed charge for the water service to the premises.
- (3) Also, the tenant does not have to pay an amount for a reasonable quantity of water supplied to the premises for a period if, during the period, the premises are not water efficient for section 166.
- (4) In deciding what is a reasonable quantity of water for subclause (3), regard must be had to the matters mentioned in section 169(4)(a) to (e).
- (5) The lessor must give the tenant copies of water consumption charges documents within 4 weeks after the lessor receives the documents.
- (6) The tenant must pay the amount of the water consumption charge to the lessor within 4 weeks after the lessor gives the tenant copies of the water consumption charges documents about the incurring of the amount.
- (7) The tenant is not required to pay an amount for the water consumption charges if the tenant has not received a copy of the water consumption charges document about the amount payable to the relevant water supplier.
- (8) Subclause (9) applies if water consumption charges are payable for a period that includes part but not all of a period specified, or to be specified, in a water consumption charges document.

- (9) The tenant may be required to pay an amount calculated for a partial billing under section 166A using -
- a meter reading for the premises recorded in a condition report; and
 - a reasonable estimate of the volume of water supplied to the premises during the period for which water consumption charges are payable by the tenant; and
 - the rate used to calculate the water consumption charge stated in the most recent water consumption charges document.
- (10) In this clause -

water consumption charge, for premises, means the variable part of a water service charge assessed on the volume of water supplied to the premises.

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

water consumption charges document means a document, issued to the lessor by the relevant water supplier, stating the amount of water consumption charges for the premises that are payable to the supplier.

Division 6 Rights and obligations during tenancy

Subdivision 1 Occupation and use of premises

18 No legal impediments to occupation - s 181

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

Examples of possible legal impediments -

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

19 Vacant possession and quiet enjoyment - ss 182 and 183

- (1) The lessor must ensure the tenant has vacant possession of the premises (other than a part of the premises that the tenant does not have a right to occupy exclusively) on the day the tenant is entitled to occupy the premises under this agreement.
- Note - Parts of the premises where the tenant does not have a right to occupy exclusively may be identified in a special term.*
- (2) The lessor must take reasonable steps to ensure the tenant has quiet enjoyment of the premises.
- (3) The lessor or the lessor's agent must not interfere with the reasonable peace, comfort or privacy of the tenant in using the premises.

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

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

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

- (1) The tenant may use the premises -
 - (a) only as a place of residence; or
 - (b) mainly as a place of residence and for another use allowed under a special term.
- (2) The tenant must not -
 - (a) use the premises for an illegal purpose; or
 - (b) cause a nuisance by the use of the premises; or

Examples of things that may constitute a nuisance -

 - using paints or chemicals on the premises that go onto or cause odours on adjoining land
 - making loud noises
 - allowing large amounts of water to escape onto adjoining land
 - (c) interfere with the reasonable peace, comfort or privacy of a neighbour of the tenant; or
 - (d) allow another person on the premises to interfere with the reasonable peace, comfort or privacy of a neighbour of the tenant.

22 Number of occupants allowed

No more than the number of persons stated in item 16 may reside at the premises.

23 Body corporate by-laws - s 69

- (1) The lessor must give the tenant a copy of any body corporate by-laws applicable to -
 - (a) the occupation of the premises; or
 - (b) any common area available for use by the tenant with the premises.
- (2) The tenant must comply with the body corporate by-laws.
- (3) Subclause (1) does not apply if -
 - (a) this agreement has the effect of continuing the tenant's right to occupy the premises under an earlier residential tenancy agreement; and
 - (b) the lessor gave the tenant a copy of the body corporate by-laws in relation to the earlier agreement.

Subdivision 2 Standard of premises

24 Lessor's obligations - s 185

- (1) At the start of the tenancy, the lessor must ensure -
 - (a) the premises are clean; and
 - (b) the premises are fit for the tenant to live in; and
 - (c) the premises are in good repair; and
 - (d) the lessor is not in breach of a law dealing with issues about the health or safety of persons using or entering the premises; and
 - (e) the premises otherwise comply with any prescribed minimum housing standards applying to the premises.
- (2) While the tenancy continues, the lessor must -
 - (a) maintain the premises in a way that the premises remain fit for the tenant to live in; and
 - (b) maintain the premises in good repair; and
 - (c) ensure any law dealing with issues about the health or safety of persons using or entering the premises is complied with; and
 - (d) keep any common area included in the premises clean; and
 - (e) ensure the premises otherwise comply with any prescribed minimum housing standards applying to the premises.
- (3) However, the lessor is not required to comply with subclause (1)(c) or (2)(a) for any non-standard items and the lessor is not responsible for their maintenance if -
 - (a) the lessor is the State; and
 - (b) the non-standard items are stated in this agreement and this agreement states the lessor is not responsible for their maintenance; and
 - (c) the non-standard items are not necessary and reasonable to make the premises a fit place in which to live; and

- (d) the non-standard items are not a risk to health or safety; and
- (e) for fixtures - the fixtures were not attached to the premises by the lessor.

- (4) In this clause -

non-standard items means the fixtures attached to the premises and inclusions supplied with the premises stated in this agreement for item 5.2.

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

25 Tenant's obligations generally - s 188

- (1) The tenant must keep the premises clean, having regard to their condition at the start of the tenancy.
- (2) The tenant must not maliciously damage, or allow someone else to maliciously damage, the premises.
- (3) The tenant's obligations under this clause do not apply to the extent the obligations would have the effect of requiring the tenant to repair, or compensate the lessor for, damage to the premises caused by an act of domestic violence experienced by the tenant.

For more information visit the Domestic violence in a rental property webpage on the RTA website.

Subdivision 3 The dwelling

26 Fixtures or structural changes - ss 207-209

- (1) The tenant may attach a fixture, or make a structural change, to the premises only if -
 - (a) the tenant gives the lessor a request, in the approved form, for approval to attach the fixture or make the structural change; and
 - (b) the lessor agrees to the request; and
 - (c) for body corporate premises—the body corporate agrees to the request; and
 - (d) the fixture is attached, or structural change is made, in accordance with the lessor's agreement.

Note – Fixtures are generally items permanently attached to land or to a building that are intended to become part of the land or building. Attaching a fixture may include, for example, gluing, nailing or screwing the fixture to a wall.

- (2) The lessor must -
 - (a) decide the request -
 - (i) within 28 days after receiving the request; or
 - (ii) if the premises are not body corporate premises—within a longer period, if agreed to by the tenant and lessor; and
 - (b) advise the tenant of the lessor's decision; and
 - (c) if the lessor agrees to the request and the premises are body corporate premises -
 - (i) state that the lessor's agreement is subject to the agreement by the body corporate; and
 - (ii) give the request to the body corporate within 28 days after receiving the request; and
 - (iii) advise the tenant as soon as reasonably practicable of the body corporate's decision about the request.
- (3) If the lessor agrees to the request, the lessor must give the tenant an agreement that -
 - (a) is in writing; and
 - (b) describes the nature of the fixture or structural change; and
 - (c) states any conditions of the agreement, including any conditions given by the body corporate.

Examples of conditions -

- that the tenant must maintain the fixture in a particular way
- that the tenant must remove the fixture and must repair damage caused by removing the fixture
- that the lessor must compensate the tenant for the fixture if the tenant can not remove it

- (4) The tenant must comply with any conditions of the agreement given by the lessor or body corporate.

- (5) In this clause—
body corporate premises means premises—
- that are part of a body corporate scheme; and
 - for which, under a body corporate law or body corporate by-law, the approval of the body corporate is required for the attachment of a fixture, or the making of a structural change, to the premises.

27 Action by lessor for breach of lessor's agreement about fixture or structural change – s 209A

- This clause applies if—
 - the tenant attaches a fixture, or makes a structural change, to the premises; and
 - the lessor's agreement is given under section 208 to attach the fixture or make the structural change; and
 - the tenant does not attach the fixture, or make the structural change, in accordance with the lessor's agreement.
- The lessor may –
 - take action for a breach of a term of this agreement; or
 - waive the breach and treat the fixture or structural change as an improvement to the premises for the lessor's benefit.

28 Supply of locks and keys - s 210

- The lessor must supply and maintain all locks necessary to ensure the premises are reasonably secure.
- The lessor must give the tenant, or if there is more than 1 tenant, give 1 of the tenants, a key for each lock that -
 - secures an entry to the premises; or
 - 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
 - is part of the premises.
- 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

- The lessor or tenant may change a lock at the premises only if –
 - the other party to this agreement agrees to the change; or
 - the lessor or tenant has a reasonable excuse for making the change; or
 - the lessor or tenant believes the change is necessary because of an emergency; or
 - the lock is changed to comply with an order of the tribunal.
- However, the tenant may also change a lock at the premises if the tenant –
 - believes the change is necessary to protect the tenant or another occupant of the premises from domestic violence; and
For more information visit the Domestic violence in a rental property webpage on the RTA website.
 - engages a locksmith or other qualified tradesperson to change the lock.
- The lessor or tenant must not act unreasonably in failing to agree to the change of a lock.
- If the lessor or tenant changes the lock, the lessor or tenant must give the other party to this agreement a key for the changed lock, unless -
 - the other party agrees to not being given the key; or
 - the tribunal orders that the key not be given to the other party.
- 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.
- The right of the lessor or tenant to change a lock under this clause is subject to a body corporate law or a body corporate by-law that applies to the premises.

Subdivision 4 Damage and repairs

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

- Emergency repairs** are works needed to repair any of the following –
 - a burst water service or serious water service leak;
 - a blocked or broken lavatory system;
 - a serious roof leak;
 - a gas leak;
 - a dangerous electrical fault;
 - flooding or serious flood damage;
 - serious storm, fire or impact damage;
 - a failure or breakdown of the gas, electricity or water supply to the premises;
 - a failure or breakdown of an essential service or appliance on the premises for hot water, cooking or heating;
 - a fault or damage that makes the premises unsafe or insecure;
 - a fault or damage likely to injure a person, damage property or unduly inconvenience a tenant of the premises;
 - a serious fault in a staircase, lift or other common area of the premises that unduly inconveniences a tenant in gaining access to, or using, the premises.
- Also, **emergency repairs** are works needed for the premises to comply with the prescribed minimum housing standards.
- Routine repairs** are repairs other than emergency repairs.

31 Nominated repairer for emergency repairs - s 216

- The lessor's nominated repairer for emergency repairs of a particular type must be stated either -
 - in item 18; or
 - in a notice given by the lessor to the tenant.
- The notice must state –
 - the name and telephone number of the nominated repairer; and
 - whether or not the nominated repairer is the tenant's first point of contact for notifying of the need for emergency repairs.
- The lessor must give notice to the tenant of any change of the lessor's nominated repairer or the telephone number of the nominated repairer.
- This clause does not apply if –
 - the lessor has given the tenant a telephone number of the lessor; and
 - the lessor gives notice to the tenant that the lessor is to arrange for emergency repairs to be made to the premises.

32 Notice of damage - s 217

- 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 lessor if –
 - there is no nominated repairer for the repairs; or
 - a nominated repairer for the repairs is not the tenant's first point of contact; or
 - a nominated repairer for the repairs is the tenant's first point of contact but the tenant has been unable to contact the repairer after making reasonable efforts.
- If the premises need emergency repairs and there is a nominated repairer of the lessor for the repairs, the notice must be given to the repairer if—
 - the repairer is the tenant's first point of contact; or
 - the repairer is not the tenant's first point of contact but the tenant has been unable to contact the lessor after making reasonable efforts.
- Despite clause 48, a notice under this clause does not need to be written.

- (6) This clause does not apply to the tenant for damage caused by an act of domestic violence experienced by the tenant.

For more information visit the Domestic violence in a rental property webpage on the RTA website.

33 Emergency repairs arranged by tenant - ss 218 and 219

- (1) The tenant may arrange for a suitably qualified person to make emergency repairs of the premises or apply to the tribunal under section 221 for orders about the repairs if –
- the tenant has been unable to notify the lessor or nominated repairer of the need for the repairs; or
 - the repairs are not made within a reasonable time after notice is given.

Note – Section 219A also provides that the lessor's agent may arrange for emergency repairs.

- (2) The maximum amount that may be incurred for emergency repairs arranged to be made by the tenant is an amount equal to the amount payable under this agreement for 4 weeks rent.

Note - For how the tenant may require reimbursement for the repairs, see sections 219(2) and (3) and 220 and the information statement.

Subdivision 5 Pets

34 Keeping pets and other animals at premises – ss 184B and 184G

- 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 19.

Notes -

- If item 19 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 at the premises see clause 36.

- (4) An authorisation to keep the pet or working dog at the premises continues for the life of the pet or working dog and is not affected by any of the following matters –
- 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.
- (5) An authorisation to keep a pet, working dog or other animal at the premises may be restricted by a body corporate by-law or other law about keeping animals at the premises.

Examples -

- 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.

35 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 caused by the pet or other animal.
- Damage to the premises caused by the pet or other animal is not fair wear and tear.

36 Request for approval to keep pet – ss 184D and 184E

- 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

Note – See clause 37 for limitations on conditions of approval to keep a pet at the premises.
 - if the lessor refuses the tenant's request –
 - the grounds for the refusal; and
 - the reasons the lessor believes the grounds for the refusal apply to the request.
- The lessor may refuse the request for approval to keep a pet at the premises only on 1 or more of the following grounds –
 - keeping the pet would exceed a reasonable number of animals being kept at the premises;
 - 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;
 - keeping the pet is likely to cause damage to the premises that could not practicably be repaired for a cost that is less than the amount of the rental bond for the premises;
 - keeping the pet would pose an unacceptable risk to the health and safety of a person, including, for example, because the pet is venomous;
 - keeping the pet would contravene a law;
 - keeping the pet would contravene a body corporate by-law applying to the premises;
 - if the lessor proposed reasonable conditions for approval and the conditions comply with clause 37 – the tenant has not agreed to the conditions;
 - the animal stated in the request is not a pet as defined in section 184A;
 - another ground prescribed by a regulation under section 184E(1)(j).
- The lessor is taken to approve the keeping of the pet at the premises if –
 - the lessor does not comply with subclause (2); or
 - the lessor's response does not comply with subclause (3).

37 Conditions for approval to keep pet at premises – s 184F

- The lessor's approval to keep a pet at the premises may be subject to conditions if the conditions –
 - relate only to keeping the pet at the premises; and
 - are reasonable having regard to the type of pet and the nature of the premises; and
 - are stated in the written approval given to the tenant under clause 36(3).
- Without limiting subclause (1)(b), the following conditions of the lessor's approval are taken to be reasonable –
 - if the pet is not a type of pet ordinarily kept inside – a condition requiring the pet to be kept outside at the premises;
 - 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;
 - 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.
- A condition of the lessor's approval to keep a pet at the premises is void if the condition –
 - would have the effect of the lessor contravening section 171 or 172; or
 - would, as a term of this agreement, be void under section 173; or
 - would increase the rent or rental bond payable by the tenant; or
 - would require any form of security from the tenant.

- (4) For subclause (2), the premises are professionally fumigated, and carpets are professionally cleaned, if the fumigation and cleaning are done to a standard ordinarily achieved by businesses selling those services.

Division 7 Restrictions on transfer or subletting by tenant

38 General - ss 238 and 240

- (1) Subject to clause 39, the tenant may transfer all or a part of the tenant's interest under this agreement, or sublet the premises, only if –
- the lessor agrees in writing to the transfer or subletting; or
 - the transfer or subletting is made under an order of the tribunal.
- (2) The lessor must act reasonably in failing to agree to the transfer or subletting.
- (3) The lessor is taken to act unreasonably in failing to agree to the transfer or subletting if the lessor acts in a capricious or retaliatory way.
- (4) The lessor or the lessor's agent must not require the tenant to pay, or accept from the tenant, an amount for the lessor's agreement to a transfer or subletting by the tenant, other than an amount for the reasonable expenses incurred by the lessor in agreeing to the transfer or subletting.

39 State assisted lessors or employees of lessor - s 237

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

Division 8 When agreement ends

40 Ending of agreement - s 277

- (1) This agreement ends only if –
- the lessor and tenant agree, in a separate written document, to end this agreement; or
 - the lessor gives a notice to leave premises to the tenant under section 326 and the tenant hands over vacant possession of the premises to the lessor on or after the handover day stated in the notice; or
 - the tenant gives a notice of intention to leave premises to the lessor under section 327 and hands over vacant possession of the premises to the lessor on or after the handover day stated in the notice; or
 - the tenant vacates, or is removed from, the premises after receiving a notice from a mortgagee or appointed person under section 317; or
 - the tenant abandons the premises and the period for which the tenant paid rent has ended; or
 - the tribunal makes an order terminating this agreement.
- (2) Also, this agreement ends for a sole tenant if –
- 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.
- the tenant dies.
- Note* – See section 324A for when this agreement ends if a sole tenant dies.

41 Condition premises must be left in - s 188

- (1) At the end of the tenancy, the tenant must leave the premises, as far as possible, in the same condition they were in at the start of the tenancy, fair wear and tear excepted.
- Examples of what may be fair wear and tear –*
- wear that happens during normal use
 - changes that happen with ageing
- (2) The tenant's obligation mentioned in subclause (1) does not apply to the extent the obligation would have the effect of requiring the tenant to repair, or compensate the lessor for, damage to the premises caused by an act of domestic violence experienced by the tenant.
- For more information visit the Domestic violence in a rental property webpage on the RTA website.

42 Keys

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

43 Tenant's forwarding address - s 205

- (1) When handing over possession of the premises, the tenant must, if the lessor or lessor's agent asks the tenant in writing to state the tenant's new residential address, tell the lessor or lessor's agent the tenant's new residential address.
- (2) However, subclause (1) does not apply if –
- the tenant has a reasonable excuse for not telling the lessor or lessor's agent the new address; or
 - after experiencing domestic violence, the tenant ended the tenant's interest in this agreement, under chapter 5, part 1, division 3, subdivision 2A of the Act.
- For more information visit the Domestic violence in a rental property webpage on the RTA website.

44 Exit condition report - s 66

- (1) The tenant must, on or before the day this agreement ends, prepare, and sign a condition report for the premises in the approved form.
- Note* – For the approved form for the condition report, see the information statement.
- (2) As soon as practicable after this agreement ends, the tenant must give 1 copy of the condition report to the lessor or lessor's agent.
- Example of what might be as soon as practicable* – when the tenant returns the keys to the premises to the lessor or the lessor's agent
- (3) The lessor or the lessor's agent must, within 3 business days after receiving the copy of the condition report –
- sign the copy; and
 - if the lessor or lessor's agent does not agree with the report – show the parts of the report the lessor or lessor's agent disagrees with by marking the copy in an appropriate way; and
 - if the tenant has given a forwarding address to the lessor or lessor's agent – make a copy of the report and return it to the tenant at the address.
- (4) The lessor or lessor's agent must keep a copy of the condition report signed by both parties for at least 1 year after this agreement ends.

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

- (1) The tenant must take all of the tenant's belongings from the premises at the end of the tenancy.
- (2) The lessor may not treat belongings left behind as the lessor's own property, but must deal with them under sections 363 and 364.

Division 9 Miscellaneous

46 Supply of goods and services - s 171

- (1) The lessor or the lessor's agent must not require the tenant to buy goods or services from the lessor, the lessor's agent or a person nominated by the lessor or lessor's agent.
- (2) Subclause (1) does not apply to -
 - (a) a requirement about a service charge; or
 - (b) a condition of an approval to keep a pet if the condition -
 - (i) requires the carpets to be cleaned, or the premises to be fumigated, at the end of the tenancy; and
 - (ii) complies with clause 37; and
 - (iii) does not require the tenant to buy cleaning or fumigation services from a particular person or business.

47 Lessor's agent - s 206

- (1) The name and address for service of the lessor's agent is stated in item 3.
- (2) Unless a special term provides otherwise, the lessor's agent may -
 - (a) stand in the lessor's place in any application to the tribunal by the lessor or the tenant; or
 - (b) do any thing else the lessor may do, or is required to do, under this agreement.

Note - See also sections 24 and 25

48 Notices

- (1) A notice under this agreement must be written and, if there is an approved form for the notice, in the approved form.
- (2) A notice from the tenant to the lessor may be given to the lessor's agent.
- (3) A notice may be given to a relevant party -
 - (a) by giving it to the relevant party personally; or
 - (b) if an address for service for the relevant party is stated in item 1, 2 or 3 - by leaving it at the address; or sending it by prepaid post as a letter to the address; or
 - (c) if an electronic address for a type of electronic communication for the relevant party is stated in item 1, 2 or 3 and item 4 indicates that a notice may be given by that type of electronic communication - by sending it by electronic communication to the electronic address in accordance with the *Electronic Transactions (Queensland) Act 2001*.
Examples of types of electronic communication - email, facsimile, text message
- (4) If no address for service is stated in item 2 for the tenant, the tenant's address for service is taken to be the address of the premises.
- (5) A relevant party may change their address for service, or electronic address only by giving notice to each other relevant party of their new address for service, or a new electronic address.
- (6) On the giving of a notice of a new address for service, or new electronic address for a relevant party, the address for service, or electronic address stated in the notice is taken to be the relevant party's address for the relevant item in this agreement.
- (7) A relevant party may withdraw their consent to notices being given to them by electronic communication, or to a specific electronic address, only by giving notice to each other relevant party that notices are no longer to be given to the relevant party electronically, or to that electronic address.
- (8) Unless the contrary is proved -
 - (a) a notice left at an address for service is taken to have been received by the person to whom the address relates when the notice was left at the address; and
 - (b) a notice sent by post is taken to have been received by the person to whom it was addressed when it would have been delivered in the ordinary course of post; and

- (c) a notice sent by electronic communication to an electronic address is taken to have been received by the recipient -
 - (i) if the type of electronic communication is email - when the email enters the recipient's email server; or
 - (ii) if the type of electronic communication is facsimile - when the sender's facsimile machine produces a transmission report indicating all pages of the notice have been successfully sent; or
 - (iii) otherwise - at the time stated in the *Electronic Transactions (Queensland) Act 2001*, section 24.
- (9) In this clause -

relevant party means -

 - (a) the lessor; or
 - (b) the tenant; or
 - (c) if there is an agent of the lessor - the lessor's agent.

Part 3 Special terms Insert any special terms here and/or attach a separate list if required. See clause 2(3) to 2(6)

Refer to attached special terms approved by the Real Estate Institute of Queensland.

Smoking not allowed on premises
 (a) The tenant must not, or allow any other person to, use or smoke tobacco or other smoke producing substance within any dwelling within the premises.
 (b) For the purpose of this Special Term a dwelling contained on the Premises shall include any enclosed area, room or structure attached to the dwelling, including but not limited to any garage, sun-room or enclosed veranda. A dwelling shall include any structure on the Premises designed to be used as a residence for human habitation.

Entry Condition Report
 (a) The Entry Condition Report following has been filled out by our staff, taking the greatest care and consideration that they can. Photos & Videos have also been taken to give an overall view of the condition of this property.
 (b) The Tenant/s agrees to check the property against this entry condition report, and add any comments they feel necessary, to protect their interests.
 (c) The Tenant/s have 7 days to have the above Entry Condition Report, initialed on every page and returned to the Real Estate Agency Office stated on this Agreement.
 (d) Failure to return the initialed Entry Condition Report is a breach of your Tenancy Agreement.
 (e) If the initialed & signed Entry Condition Report is not received at our office within 14 days, it is deemed that you the Tenant/s agree with the original Entry Condition Report and this will become the accepted report by you the Tenant/s.

I/We understand and agree to abide by the clauses detailed above and accept that action may be taken against me/us if I/we break any of the Standard or Special Terms and Conditions detailed in this General Tenancy Agreement.

Names of Approved Occupants:

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



Other languages: You can access a [free interpreter service](#) by calling the RTA on 1300 366 311 (Monday to Friday, 8:30am to 5:00pm).

Signature of lessor/agent

Name/trading name

REALSALES REAL ESTATE

Signature

DocuSigned by:
Christopher Shanell
0961BC63FE3E456...

Date / /
02-10-2025

Signature of tenant 1

Print name

Zoe Peta Nicopoulos

Signature

DocuSigned by:
Zoe Peta Nicopoulos
046E932BC0B548C...

Date / /
01-10-2025

Signature of tenant 2

Print name

Signature

Date / /

Signature of tenant 3

Print name

Signature

Date / /

Special Terms

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

49 Occupation and use of premises

The tenant must not permit persons other than the persons nominated as approved occupants in Part 1 of this agreement to reside at the premises without the written consent of the lessor. The lessor must act reasonably in exercising the lessor's discretion when determining whether or not to consent to a request by the tenant for any change to the approved tenants or occupants.

50 Subletting via online home sharing platforms

The use of online home sharing platforms, such as AirBnB, which grant exclusive possession of the property, or any part thereof, to guests, shall be deemed to be subletting of the property and require compliance with clause 38.

51 Care of the premises by the tenant

- (1) During the tenancy, the tenant must-
 - (a) not do anything that might block any plumbing or drains on the premises;
 - (b) keep all rubbish in the bin provided by the local authority in an area designated by the lessor or as the local authority may require;
 - (c) put the bin out for collection on the appropriate day for collection and return the bin to its designated place after the rubbish has been collected;
 - (d) maintain the lawns and gardens at the premises having regard to their condition at the commencement of the tenancy, including mowing the lawns, weeding the gardens and watering the lawns and gardens (subject to council water restrictions);
 - (e) subject to the lessor's obligations under clause 24(1)(e) and 24(2)(e), keep the premises free from pests and vermin, having regard to the condition of the premises at the commencement of the tenancy;
 - (f) keep the walls, floors, doors and ceilings of the premises free of nails, screws or adhesive substances, unless otherwise agreed to by the lessor in accordance with clause 26;
 - (g) keep the swimming pool, filter and spa equipment (if any) clean and at the correct chemical levels having regard to their condition at the start of the tenancy;
 - (h) not interfere with nor make non-operational any facility that may be provided with the premises (eg. smoke alarms, fire extinguishers, garden sprinkler systems, hoses etc).
- (2) The obligations of the tenant at the end of the tenancy regarding the conditions of the premises include-
 - (a) if the carpets were cleaned to a certain standard at the start of the tenancy, the tenant must ensure the carpets are cleaned to the same standard, fair wear and tear excepted, at the end of the tenancy. For the sake of clarity, a special term or condition for approval to keep a pet at the premises requiring carpets in the premises to be professionally cleaned at the end of the tenancy overrides this special term;
 - (b) if the property was free of pests and vermin at the start of the tenancy, the tenant must ensure the property meets the same standard at the end of the tenancy. For the sake of clarity, a special term or condition for approval to keep a pet at the premises requiring the premises to be professional fumigated at the end of the tenancy overrides this special term;
 - (c) repairing the tenant's intentional or negligent damage to the premises or inclusions;
 - (d) returning the swimming pool, filter and spa equipment (if any) to a clean condition with correct chemical levels having regard to their condition at the start of the tenancy;
 - (e) replacing inclusions damaged during the tenancy having regard to their condition at the start of the tenancy, fair wear and tear excepted;
 - (f) mowing lawns, weeding gardens having regard to their condition at the start of the tenancy;
 - (g) remove all property other than that belonging to the lessor or on the premises at the start of the tenancy.

52 Photographs of the property during an inspection

- (1) The tenant consents to photographs being taken of the property during an inspection arranged by the lessor or the lessor's agent in accordance with section 192(1)(a), for the purposes of documenting the condition of the property at the time of the inspection.
- (2) For the sake of clarity, if any photographs taken during an inspection of the property show something belonging to the tenant, the lessor or lessor's agent must obtain the tenant's written consent in order to use the photographs in an advertisement for the property in accordance with section 203.

53 Locks and keys

- (1) The lessor may claim from the tenant costs incurred by the lessor as a result of the tenant losing any key, access keycard or remote control relating to the premises which has been provided to the tenant (by the lessor, a body corporate or other person), including costs in connection with:
 - (a) replacing the key, access keycard or remote control; and
 - (b) gaining access to the premises.
- (2) The tenant acknowledges that the lessor's agent may retain a duplicate set of keys.
- (3) If a tenant changes a lock at the premises in accordance with clause 29, the tenant must immediately provide the lessor and/or lessor's agent with the key for the changed lock unless clauses 29(4)(a) or (b) are applicable regarding the provision of the key.
- (4) If a tenant changes a lock under clause 29(2) and gives the key to the lessor in accordance with clause 29(5), the tenant agrees for the key to be given to the lessor's agent.

Special Terms *continued...*

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

54 Liability excluded

The tenant shall be liable for and shall indemnify and defend the lessor from, and against, any and all losses, claims, demands, actions, suits (including costs and legal fees on an indemnity basis), and damages, including, but not limited to:

- (a) injury, bodily or otherwise, or death of any person, including the tenant or an approved occupant; or
- (b) loss, damage to, or destruction of, property whether real or personal, belonging to any person, including the tenant or an approved occupant;

as a direct or indirect result of the tenant's negligent acts or omissions.

55 Lessor's insurance

(1) If the lessor does have insurance cover the tenant must not do, or allow anything to be done, that would invalidate the lessor's insurance policy for the premises or increase the lessor's premium in relation to that policy.

- (2) The lessor may claim from the tenant -
 - (a) any increase in the premium of the lessor's insurance; and
 - (b) any excess on claim by the lessor on the lessor's insurance; and
 - (c) any other cost and expenses incurred by the lessor;

as a direct or indirect result of the tenant's negligent acts or omissions.

56 Tenant's insurance

It is the responsibility of the tenant and/or approved occupant to adequately insure their own property and possessions.

57 Smoke alarm obligations

The tenant must-

- (1) Test each smoke alarm in the premises-
 - (a) at least once every 12 months; or
 - (b) if a fixed term tenancy is of less than 12 months duration, but is held over under a periodic tenancy of 12 months or more, at least once in the 12 month period;
 - (i) For an alarm that can be tested by pressing a button or other device to indicate whether the alarm is capable of detecting smoke - by pressing the button or other device;
 - (ii) Otherwise, by testing the alarm in the way stated in the Information Statement (RTA Form 17a) provided to the tenant/s at the commencement of the tenancy.
- (2) Replace each battery that is spent, or that the tenant/s is aware of is almost spent, in accordance with the Information Statement provided to the tenant/s at the commencement of the tenancy;
- (3) Advise the lessor as soon as practicable if the tenant/s become/s aware that a smoke alarm in the premises has failed or is about to fail (other than because the battery is spent or almost spent); and

Note: In interpreting the word "spent" when referring to a battery, the term is used to include reference to a battery which is flat, non-functioning or lacking in charge that it does not properly operate the smoke alarm.

- (4) Clean each smoke alarm in the premises in the way stated in the Information Statement provided to the tenant/s at the commencement of the tenancy:
 - (a) at least once every 12 months; or
 - (b) if a fixed term tenancy is of less than 12 months duration, but is held over under a periodic tenancy of 12 months or more, at least once in the 12 month period;

In the event that the tenant/s engages a contractor/tradesperson (as listed in Item 18) to meet the tenant/s obligations listed under this special term, such engagement shall be at the tenant/s' own cost and expense.

- (5) Not tamper with or otherwise render a smoke alarm inoperative. Such an act will constitute malicious damage in accordance with section 188 of the Act.

58 Portable pool obligations

- (1) The tenant must-
 - (a) Obtain the lessor's consent for a portable pool at the premises of a depth of 300mm or greater;
 - (b) Where consent is to be provided by the lessor to the tenant for the use of a portable pool at the premises of a depth of 300mm or greater, provide the lessor and/or the agent with details of the type and description of the proposed portable pool.
- (2) Where consent is provided by the lessor to the tenant for the use of a portable pool at the premises of a depth of 300mm or greater, the tenant agrees to:
 - (a) Maintain and repair the portable pool at the tenant's own expense;
 - (b) In accordance with the *Building Act 1975* obtain, maintain and renew a Pool Safety Certificate for a regulated pool, which includes a requirement for a compliant pool fence and, provide a copy of the Pool Safety Certificate to the lessor and/or agent;
 - (c) Where a compliant pool fence is required for a regulated pool, obtain the lessor's consent regarding a proposed fence in accordance with clause 26 of the standard terms;
 - (d) In circumstances where consent is provided to the tenant by the lessor in accordance with clause 26 of the standard terms, construct and maintain the fence as required by the *Building Act 1975*, at the tenant's own expense.
- (3) In accordance with special term 58(1) and 58(2), where consent is provided by the lessor to the tenant for a portable pool of a depth of 300mm or greater and/or as prescribed by the *Building Act 1975*, the tenant hereby agrees to indemnify and hold harmless the lessor and agent for any loss, claim, suit or demand, brought, caused or contributed to, directly or indirectly, by the portable pool.

Special Terms *continued...*

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

59 Pets

If the pet is permitted inside, this special term applies:

- (1) In addition to clause 34(3), the lessor approves a pet as stated in Item 19 of this agreement to be kept inside a dwelling on the premises, conditional on:
 - (a) if the pet is capable of carrying parasites that could infest the premises, the premises being professionally fumigated at the end of the tenancy; and
 - (b) the carpets in the premises being professionally cleaned at the end of the tenancy.

Note: For the purpose of this special term, a dwelling on the premises shall include any structure on the premises designed to be used as a residence for human habitation. A dwelling shall also include any enclosed area, room or structure attached to the dwelling, including but not limited to any garage, sunroom or enclosed veranda.

- (2) The premises are professionally fumigated and carpets are professionally cleaned, if the fumigation and cleaning are done to a standard ordinarily achieved by businesses selling those services.
- (3) For the sake of clarity, the conditions outlined in special term 59 relate only to the lessor's approval to keep a pet at the premises as stated in Item 19 of this agreement.
- (4) For requests for approval to keep a pet at the premises inconsistent with Item 19 of this agreement, see clauses 36 and 37 of this agreement and sections 184D to 184F of the Act.

60 Electronic Signing

- (1) Electronic Signature means an electronic method of signing that identifies the person and indicates their intention to sign this agreement;
- (2) If this agreement is signed by any party or the lessor's agent using an Electronic Signature, the tenant and the lessor:
 - (a) agree to enter into this agreement in electronic form; and
 - (b) consent to either, or both parties, or the lessor's agent signing this agreement using an Electronic Signature.

Annexure A

Dog Clause if Pet Approved.

The tenants have been approved to keep a dog at the property and the tenants hereby agree:

To have flea control completed, internal and external, at the end of the tenancy and during the tenancy as required

To repair any and all damages to the property and grounds caused by the dog, at the end of the tenancy and during the tenancy as required

The tenants accept full responsibility for any animal that the tenants brings to or allows on the rented premises with or without the consent of the lessor/agent and acknowledges that they will be solely liable for all loss and damage or injury suffered by any person

If any action is brought against the lessor/agent by any person despite the tenants being held responsible as aforesaid, the tenants will indemnify and hold blameless the lessor/agent from any claim, action, suit or demand brought against it/them by any person injured by such animal

The lessor/agent accepts no responsibility for the safe keeping of the approved pet at the approved premises

The tenants accepts that it is their responsibility to keep the pet restrained at all times at the said premises including during inspections by any person acting on the lessor's/agent's behalf.

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

000040800541

2

Bond lodgement (Form 2)Residential Tenancies and Rooming Accommodation Act 2008
(Sections 116–119)

Only tenants/residents who pay bond, and the property manager/owner, should fill out this form. Where possible, tenants/residents and property managers/owners should lodge the bond using the RTA's Bond Lodgement web service at rta.qld.gov.au instead of this form.

By submitting this form to the Residential Tenancies Authority (RTA), each signatory affirms that, to the best of their knowledge, the information provided by them on this form is accurate and truthful and confirms that the document is not false or misleading in any material particular.

Page 1 of 2 - Complete all pages

Lodge form online (rta.qld.gov.au) or by post. Do not email this form.
 New bond OR **Existing rental bond number**
1 Address of rental property (rooming accommodation: include room number)

23A HAMILTON AVENUE

HENDRA QLD

Postcode 4011

2 Agreement starts **Agreement ends** **3 Number of bedrooms** **4 Type of dwelling****Residential tenancy**
 Flat/unit House Townhouse Granny Flat
 Moveable dwelling/site Moveable dwelling/site with electricity supplied and individually metered

OR

Rooming accommodation
 Boarding house Supported accommodation Student rooming accommodation Granny Flat
 Room within a property where the owner also lives
5 Type of management**Residential tenancy**
 Owner Property manager Moveable dwelling owner/manager
 Social housing organisation
 Other _____

OR

Rooming accommodation
 Owner Manager/provider Real estate agent
 Other _____
6 Property manager/ownerFull name/trading name **Realsales Real Estate**

ABN	7	4	4	8	8	5	6	1	4	3	2	RTA ID (if known)	059267302
-----	---	---	---	---	---	---	---	---	---	---	---	-------------------	-----------

Postal address **P O Box 846, Aspley, QLD**

Postcode 4034

Phone **0407 003 239**Mobile **0407 003 239**

Date

Signature

DocuSigned by:

Christopher SharwellEmail **chris@realsales.com.au**
 tick if you agree to receive RTA notices by email

0961BC63FE3E456...

02-10-2025

7 Payment method
 Cheque/money order BPAY (Payment reference will be emailed)

If you are lodging this paper Bond lodgement form, please select one of the two payment methods above. For a fast, secure and convenient transaction, tenants/residents and property managers/owners can also use the [RTA's Bond Lodgement Web Service](http://rta.qld.gov.au) to lodge and pay the bond online in minutes using credit card, debit card or BPAY.

Continued on page 2

Page 2 of 2 - Complete all pages

IMPORTANT: Copy rental bond details and address of rental property from page 1

New bond **OR** **Existing rental bond number**

Address of rental property (rooming accommodation: include room number)

23A HAMILTON AVENUE

HENDRA QLD Postcode 4011

8 Weekly rent and bond

Total bond	Weekly rent	Bond paid with this form
\$ 2400.00	\$ 600.00	\$ 2400.00

Tenant receives a rent subsidy (property owner is tenant's employer) Yes

When was the rent for the premises last increased? Date / /

Is the property manager/owner or provider classified as exempt, as defined in the Act? Yes No

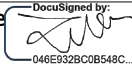
Did the property owner/provider purchase the rental premises within 12 months of the tenancy agreement commencing? Yes No

If yes to above: What was the date the property was purchased? / /

9 Tenants/residents who have paid bond money (include individual amounts)

Important: please provide a unique email address, which isn't shared with anyone else and can only be used by you. The RTA cannot record the same email address for multiple customers due to privacy and security reasons. If you provide the same email address as another RTA customer, we will communicate with you by post for future bond and tenancy transactions.

Tenant 1

First name/s Zoe Peta	Last name Nicopoulos	\$ 2400.00
Date of birth 14 / 01 / 1998	Phone	Mobile 0424 593 963
RTA ID (if known)	Date / /	Signature 
Email zoe.nicopoulos@gmail.com	<input checked="" type="checkbox"/> tick if you agree to receive RTA notices by email	01-10-2025
Optional - do you identify as: (mark all that apply)		
<input type="checkbox"/> Aboriginal and Torres Strait Islander peoples <input type="checkbox"/> Culturally and Linguistically diverse people <input type="checkbox"/> People living with a disability		

Tenant 2

First name/s	Last name	\$
Date of birth / /	Phone	Mobile
RTA ID (if known)	Date / /	Signature
Email	<input type="checkbox"/> tick if you agree to receive RTA notices by email	
Optional - do you identify as: (mark all that apply)		
<input type="checkbox"/> Aboriginal and Torres Strait Islander peoples <input type="checkbox"/> Culturally and Linguistically diverse people <input type="checkbox"/> People living with a disability		

Tenant 3

First name/s	Last name	\$
Date of birth / /	Phone	Mobile
RTA ID (if known)	Date / /	Signature
Email	<input type="checkbox"/> tick if you agree to receive RTA notices by email	
Optional - do you identify as: (mark all that apply)		
<input type="checkbox"/> Aboriginal and Torres Strait Islander peoples <input type="checkbox"/> Culturally and Linguistically diverse people <input type="checkbox"/> People living with a disability		

Use this form to

- pay the bond (full, or part payment), or
- increase the bond (rent has been increased)

The bond can be paid to the RTA by the tenant or the property manager/owner. Once the property manager/owner receives the bond, **it must be paid to the RTA within 10 days**. It is an offence not to do so.

Paying the bond

Online | Where possible, tenants/residents and property managers/owners are encouraged to lodge the bond online using the [RTA's Bond Lodgement Web Service](#) instead of this paper form. It's fast, secure, 24/7 and supports BPAY, credit card and debit card payments.

Cheque/money order | Please post payments to the RTA – Residential Tenancies Authority, GPO Box 390, Brisbane, Qld, 4001.

BPAY | Once the RTA receives and processes this form, BPAY details will be issued for payment to be made. BPAY details will be sent via post or email (if the RTA has a consented email address on file for you). To opt in to receiving RTA emails, you can update your details using [RTA Web Services](#).

The RTA is collecting your personal information for the purpose of carrying out the RTA's functions under the Residential Tenancies and Rooming Accommodation Act 2008 (Qld) and may provide your information to QCAT and other bodies in accordance with the RTA's functions. For more information see the RTA's [privacy plan](#) contained on the RTA website.

The RTA does not accept responsibility for any loss or damage which may result from providing incorrect information to the RTA.

Section 447 of the Residential Tenancies and Rooming Accommodation Act 2008 (Qld) makes it an offence for a person to knowingly give the RTA documents containing false or misleading information. Maximum penalty for such an offence – 20 penalty units.

Maximum bond

Residential tenancy

- equal to 4 weeks rent regardless of the weekly rent amount

Moveable dwelling (e.g. caravan)

- equal to 2 weeks rent regardless of the weekly rent amount
- when electricity is supplied and individually metered, equal to 3 weeks rent regardless of the weekly rent amount

Rooming accommodation

- equal to 4 weeks rent regardless of the weekly rent amount
- if bond is paid in instalments, go to rta.qld.gov.au for details

Rent increase

You can find the date of the last rent increase on your General Tenancy Agreement (Form 18a, Form 18b or Form R18) or alternatively ask your property manager/owner or provider.

The property manager/owner or provider must not increase, or propose to increase, the rent payable by a tenant/resident less than 12 months after the last rent increase for the residential premises or resident's room.

Rent increase requirements do not apply to exempt property managers/owners or exempt providers. The Act provides definitions for an exempt property manager/owner and an exempt provider.

For properties purchased between 6 June 2023 and 6 June 2025, the requirement to include the date of the last rent increase in the tenancy agreement and to provide evidence of a rent increase upon the tenant's request does not apply if the new owner or property manager does not have information about the previous rent increase. For properties being rented for the first time, the date of the last rent increase is the date the property is first rented.



Other languages: You can access a free interpreter service by calling the RTA on 1300 366 311 (Monday to Friday, 8:30am to 5pm).



Information Statement Form 17a

Pocket guide for tenants – houses and units

Residential Tenancies and Rooming Accommodation Act 2008
(Section 67)

Changes to Queensland tenancy laws came into effect on 1 May 2025 and included updates to the rental application process, entry notice periods, entry frequency, protecting privacy, disclosing benefits and a revised process to request fixtures and structural changes.
Learn more about these changes at rta.qld.gov.au or call us on 1300 366 311.

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

When renting...

You must

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

The property owner/manager must

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

Your tenancy details

Property owner/manager contact details

Bond number

Tenancy end date

Emergency repairs contact/s

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

Moving in

Application process

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

Tenancy agreement

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

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

Period of tenancy agreement:

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

Unit/townhouse/apartment by-laws

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

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

Bond

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

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

Bond increases

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

Rent

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

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

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

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

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

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

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

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

Rent increases

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

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

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

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

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

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

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

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

Rent decreases

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

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

Water usage

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

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

Electricity/gas/phone/internet

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

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

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

Entry condition report

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

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

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

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

During a tenancy

Maintenance

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

Minimum housing standards

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

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

Routine repairs

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

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

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

What to do for emergency repairs

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

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

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

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

Applying for a repair order

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

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

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

Smoke alarms

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

Fixtures

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

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

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

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

Requesting to rent with a pet

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

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

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

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

Inspections and viewings

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

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

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

The limitation does not apply where the entry is:

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

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

Sub-letting and co-tenancies

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

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

Problems

If you do something wrong

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

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

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

If the property owner/manager does something wrong

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

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

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

Resolving problems

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

Extending your fixed term tenancy

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

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

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

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

Moving out

Ending your fixed term or periodic agreement

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

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

You must continue to pay rent until you move out.

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

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

Breaking your tenancy agreement

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

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

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

Excessive hardship

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

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

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

Exit condition report

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

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

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

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

Getting your bond back

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

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

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

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

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

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

If you and the property owner/manager disagree

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

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

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

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

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

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

Connect with us

Domestic and family violence support

Domestic and family violence in a rental property

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

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

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

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

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

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

A person can also apply to QCAT to:

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

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

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

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

Contact information

Residential Tenancies Authority

w rta.qld.gov.au

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

Emergency

Police, firefighters or ambulance

t 000 (triple zero)

Tenants Queensland

w tenantsqld.org.au

t 1300 744 263

National Relay Service

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

t 133 677

Lifeline

Crisis support and suicide prevention services

t 13 11 14

DV Connect

Domestic, family and sexual violence support services

w dvconnect.org

t 1800 811 811 – Womensline

t 1800 600 636 – Mensline

t 1800 010 210 – Sexual Assault Hotline

1800 RESPECT

National sexual assault, domestic and family violence counselling service

w 1800respect.org.au

t 1800 737 732

Aboriginal Family Domestic Violence

Victims rights, counselling and financial assistance

t 1800 019 123



Other languages: You can access a [free interpreter service](#) by calling the RTA on 1300 366 311 (Monday to Friday, 8:30am to 5:00pm).

Stay informed

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

23 & 23A HAMILTON AVENUE, HENDRA QLD 4011

BY -LAWS

1. NOISE: An occupier of a Lot shall not upon the parcel create any noise likely to interfere with the peaceful enjoyment of the Proprietor or occupier of another Lot or of any person lawfully using common property.
2. VEHICLES: The upper unit (23) has a parking area to the R/H side of the driveway, inside the front fence. The lower unit (23A) has the lock up garage under the house.
The driveway is to be left clear of any vehicles that may block either units access to their respective parking areas.
Any secondary cars or visitor cars are to be parked outside of the property, on the street.
3. OBSTRUCTION: An occupier of a Lot shall not obstruct lawful use of common property by any person.
4. DAMAGE TO LAWNS etc. ON COMMON PROPERTY:
An occupier of a Lot shall not:
 - a. Damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon common property.
 - b. OR except with the consent in writing of the body corporate, use for his own purposes as a garden any portion of the common property.
5. DAMAGE TO COMMON PROPERTY: An occupier of a Lot shall not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the consent in writing of the Body corporate, but this By-Law does not prevent a proprietor or person authorized by him from installing:
 - a. Any locking or other safety device for protection of his lot against intruders; or
 - b. Any screen or other device to prevent entry of animals or insects upon his lot.

Provided that the locking or other safety device or screen or other device is constructed in a workman-like manner, is maintained in a state of good and serviceable repair by the proprietor and does not detract from the amenity of the building.
6. BEHAVIOUR OF INVITEES: An occupier of a Lot shall take all reasonable steps to ensure that his invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the proprietor or occupier of another Lot or of any person lawfully using common property.
7. DEPOSITING RUBBISH etc. ON COMMON PROPERTY:
An occupier of a Lot shall not deposit or throw upon the common property any rubbish, dirt, dust, or other material likely to interfere with the peaceful enjoyment of the Proprietor or occupier of another Lot or of any person lawfully using the common property.
8. APPEARANCE OF BUILDING: In the case of a building units plan, an occupier of a Lot shall not, except with the consent in writing of the body corporate, hang any washing, towel, bedding, clothing or other article or display any sign or advertisement, placard banner, pamphlet or like matter on any part of his lot in such a way as to be visible from outside the building.
9. STORAGE OF FLAMMABLE LIQUIDS etc: An occupier of a Lot shall not, except with the consent in writing of the Body corporate, use or store upon his lot or upon the common property any flammable chemical, liquid, or gas or other flammable material, other than chemicals, liquids, gases or other material used or intended to be used for domestic purposes or any such chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.
10. GARBAGE DISPOSAL: An occupier of a Lot shall-
 - a. Save where the Body corporate provides some other means of disposal of garbage, maintain within his Lot, or on such part of the common property as may be authorized by the body corporate, in clean and dry condition and adequately covered, a receptacle for garbage.
 - b. Comply with all local authority By-Laws and ordinances relating to the disposal of garbage.
 - c. That the health, hygiene and comfort of the proprietor or occupier of any other lot is not adversely affected by his disposal of garbage
11. KEEPING OF ANIMALS: Subject to section 30 (12) an occupier of a Lot shall not, without the approval in writing of the Body Corporate, keep any animal upon his Lot or the common property.