



Seller disclosure statement

Property Law Act 2023 section 99

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

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

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

This statement does not include information about:

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

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

Part 1 – Seller and property details

Seller **ROBERT LEIGH KAUTER**

Property address (referred to as the "property" in this statement) **1/59 BOTANICAL DRIVE, LABRADOR QLD 4215**

Lot on plan description **1/BUP6995**

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

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

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

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

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

Registered encumbrances	<p>Registered encumbrances, if any, are recorded on the title search, and may affect your use of the property. Examples include easements, statutory covenants, leases and mortgages.</p> <p>You should seek legal advice about your rights and obligations before signing the contract.</p>
Unregistered encumbrances (excluding statutory encumbrances)	<p>There are encumbrances not registered on the title that will continue <input type="checkbox"/> Yes <input checked="" 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 style="width: 100%;" type="text"/> » the amount of rent and bond payable: <input style="width: 100%;" type="text"/> » whether the lease has an option to renew: <input style="width: 100%;" type="text"/> <p>Other unregistered agreement in writing (if applicable)</p> <p>If the unregistered encumbrance is created by an agreement in writing, and is not an unregistered lease, a copy of the agreement is given, together with relevant plans, if any. <input type="checkbox"/> Yes</p> <p>Unregistered oral agreement (if applicable)</p> <p>If the unregistered encumbrance is created by an oral agreement, and is not an unregistered lease, the details of the agreement are as follows:</p> <div style="border: 1px solid black; height: 100px; width: 100%;"></div>
Statutory encumbrances	<p>There are statutory encumbrances that affect the property. <input type="checkbox"/> Yes <input checked="" 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; height: 100px; width: 100%;"></div>
Residential tenancy or rooming accommodation agreement	<p>The property has been subject to a residential tenancy agreement or a rooming accommodation agreement under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> during the last 12 months. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, when was the rent for the premises or each of the residents' rooms last increased? (<i>Insert date of the most recent rent increase for the premises or rooms</i>) <input style="width: 100%;" type="text" value="15 August 2024"/></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	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>): <div style="border: 1px solid black; padding: 2px;">Medium Density Residential Zone Code</div>		
Transport proposals and resumptions	The lot is affected by a notice issued by a Commonwealth, State or local government entity and given to the seller about a transport infrastructure proposal* to: locate transport infrastructure on the property; or alter the dimensions of the property.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	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
	<i>If Yes, a copy of the notice, order, proposal or correspondence must be given by the seller.</i>		
* <i>Transport infrastructure</i> has the meaning defined in the <i>Transport Infrastructure Act 1994</i> . A <i>proposal</i> means a resolution or adoption by some official process to establish plans or options that will physically affect the property.			
Contamination and environmental protection	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
	The following notices are, or have been, given:		
	A notice under section 408(2) of the <i>Environmental Protection Act 1994</i> (for example, land is contaminated, show cause notice, requirement for site investigation, clean up notice or site management plan).	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	A notice under section 369C(2) of the <i>Environmental Protection Act 1994</i> (the property is a place or business to which an environmental enforcement order applies).	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	A notice under section 347(2) of the <i>Environmental Protection Act 1994</i> (the property is a place or business to which a prescribed transitional environmental program applies).	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Trees	There is a tree order or application under the <i>Neighbourhood Disputes (Dividing Fences and Trees) Act 2011</i> affecting the property. <i>If Yes, a copy of the order or application must be given by the seller.</i>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Heritage	The property is affected by the <i>Queensland Heritage Act 1992</i> or is included in the World Heritage List under the <i>Environment Protection and Biodiversity Conservation Act 1999</i> (Cwlth).	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Flooding	Information about whether the property is affected by flooding or another natural hazard or within a natural hazard overlay can be obtained from the relevant local government and you should make your own enquires. Flood information for the property may also be available at the FloodCheck Queensland portal or the Australian Flood Risk Information portal.		
Vegetation, habitats and protected plants	Information about vegetation clearing, koala habitats and other restrictions on development of the land that may apply can be obtained from the relevant State government agency.		

Part 4 – Buildings and structures

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

Swimming pool	<p>There is a relevant pool for the property. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>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</p> <p>Pool compliance certificate is given. <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>OR</p> <p>Notice of no pool safety certificate is given. <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
Unlicensed building work under owner builder permit	<p>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</p> <p><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></p>
Notices and orders	<p>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</p> <p>The seller has been given a notice or order, that remains in effect, from a local, State or Commonwealth government, a court or tribunal, or other competent authority, requiring work to be done or money to be spent in relation to the property. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><i>If Yes, a copy of the notice or order must be given by the seller.</i></p>
Building Energy Efficiency Certificate	<p>If the property is a commercial office building of more than 1,000m², a Building Energy Efficiency Certificate is available on the Building Energy Efficiency Register.</p>
Asbestos	<p>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.</p>

Part 5 – Rates and services

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

Rates

Whichever of the following applies—

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

Amount:

Date Range:

OR

The property is currently a rates exempt lot.**

OR

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

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

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

Water

Whichever of the following applies—

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

Amount:

Date Range:

OR

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

Amount:

Date Range:

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

Part 6 – Community titles schemes and BUGTA schemes

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

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

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

<p>Body Corporate and Community Management Act 1997</p>	<p>The property is included in a community titles scheme. (If Yes, complete the information below)</p>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<p>Community Management Statement</p>	<p>A copy of the most recent community management statement for the scheme as recorded under the <i>Land Title Act 1994</i> or another Act is given to the buyer.</p> <p>Note—If the property is part of a community titles scheme, the community management statement for the scheme contains important information about the rights and obligations of owners of lots in the scheme including matters such as lot entitlements, by-laws and exclusive use areas.</p>	<input checked="" type="checkbox"/> Yes	
<p>Body Corporate Certificate</p>	<p>A copy of a body corporate certificate for the lot under the <i>Body Corporate and Community Management Act 1997</i>, section 205(4) is given to the buyer.</p> <p>If No— An explanatory statement is given to the buyer that states:</p> <ul style="list-style-type: none"> » a copy of a body corporate certificate for the lot is not attached; and » the reasons under section 6 of the <i>Property Law Regulation 2024</i> why the seller has not been able to obtain a copy of the body corporate certificate for the lot. 	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<p>Statutory Warranties</p>	<p>Statutory Warranties—If you enter into a contract, you will have implied warranties under the <i>Body Corporate and Community Management Act 1997</i> relating to matters such as latent or patent defects in common property or body corporate assets; any actual, expected or contingent financial liabilities that are not part of the normal operating costs; and any circumstances in relation to the affairs of the body corporate that will materially prejudice you as owner of the property. There will be further disclosure about warranties in the contract.</p>	<input type="checkbox"/> Yes	
<p>Building Units and Group Titles Act 1980</p>	<p>The property is included in a BUGTA scheme (If Yes, complete the information below)</p>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<p>Body Corporate Certificate</p>	<p>A copy of a body corporate certificate for the lot under the <i>Building Units and Group Titles Act 1980</i>, section 40AA(1) is given to the buyer.</p> <p>If No— An explanatory statement is given to the buyer that states:</p> <ul style="list-style-type: none"> » a copy of a body corporate certificate for the lot is not attached; and » the reasons under section 7 of the <i>Property Law Regulation 2024</i> why the seller has not been able to obtain a copy of the body corporate certificate for the lot. <p>Note—If the property is part of a BUGTA scheme, you will be subject to by-laws approved by the body corporate and other by-laws that regulate your use of the property and common property.</p>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

Signatures – SELLER

Signed by:

4E1D48682A1C4D9...

Signature of seller

Signature of seller

Robert Leigh Kauter

Name of Seller

Name of Seller

23.08.2025

Date

Date

Signatures – BUYER

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

Signature of buyer

Signature of buyer

Name of buyer

Name of buyer

Date

Date

CURRENT TITLE SEARCH
QUEENSLAND TITLES REGISTRY PTY LTD

Request No: 52962447

Search Date: 13/08/2025 10:01

Title Reference: 16828054

Date Created: 05/11/1985

Previous Title: 16761201

REGISTERED OWNER

Dealing No: 718576190 13/02/2018

ROBERT LEIGH KAUTER

ESTATE AND LAND

Estate in Fee Simple

LOT 1 BUILDING UNIT PLAN 6995
Local Government: GOLD COAST
COMMUNITY MANAGEMENT STATEMENT 8241

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 10356087 (POR 63)
2. MORTGAGE No 721784081 23/06/2022 at 14:44
PERPETUAL CORPORATE TRUST LIMITED A.C.N. 000 341 533
3. CAVEAT No 722028383 10/10/2022 at 15:25
THE STATE OF QUEENSLAND

ADMINISTRATIVE ADVICES - NIL

UNREGISTERED DEALINGS - NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

COPYRIGHT QUEENSLAND TITLES REGISTRY PTY LTD [2025]

Requested By: D-ENQ INFOTRACK PTY LIMITED

Catalogued Noted on R.P. 201087
Charted on Gold Coast Sheet 2
Date 8-11-85

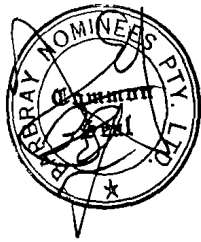
Building Units and Group Titles Act 1980 — 1983
BUILDING UNITS AND GROUP TITLES REGULATIONS 1980
(Form 1)

Regulation 8(1)
Sheet No. 1 of 7 Sheets
Annexure 1 to Sheet No. 1
made 30 Oct 1985

NAME OF BUILDING: "WESTDALE"

BUILDING UNITS PLAN NO. 6995

SIGNATURE OF REGISTERED PROPRIETOR:



DIRECTOR
SECRETARY

THE COMMON SEAL OF BARBRAY NOMINEES
PTY LTD was hereunto affixed by
authority of a resolution of the
Board of Directors an in accordance
with its Articles of Association
and in the presence of:

NAME OF REGISTERED PROPRIETOR: BARBRAY NOMINEES PTY. LTD.

ADDRESS: P.O. BOX 104, NERANG

REFERENCE TO TITLE: VOLUME 6761, FOLIO 201

DESCRIPTION OF PARCEL: LDT 62 on R.P. 201087

COUNTY: WARD

PARISH: BARROW

CITY:



CMS8241

NAME OF BODY CORPORATE: THE PROPRIETORS "WESTDALE"
Building Units Plan No.

6995

ADDRESS at which documents may be served: E/- R.J. GOLDSTEIN,
7a Cavill Avenue, Surfers Paradise Qld. 4217

BUILDING UNITS PLAN No.:

6995

REGISTERED:

30 OCT 1985

[Signature]
REGISTRAR OF TITLES

Shire Clerk
Town

Surveyor's Reference: M 3006-62
Local Authority Reference: 3278

Council of the City of Gold Coast

ANNEXURE 1 TO SHEET NO. 1

OF BUILDING UNITS PLAN NO. 6995 ON

6995 ON

30 OCT 1985

M. S. Srinivasan

REGISTRAR OF TITLES

Easement No HS95101 in favour of Council of the City of Gold Coast over Easement E
on RP 201087 Produced 15 May 1985 Registered 28 May 1985

M. S. Srinivasan

No. HS95101 NOTIFICATION OF CHANGE OF BY LAWS RECORDED

25 Nov 1985

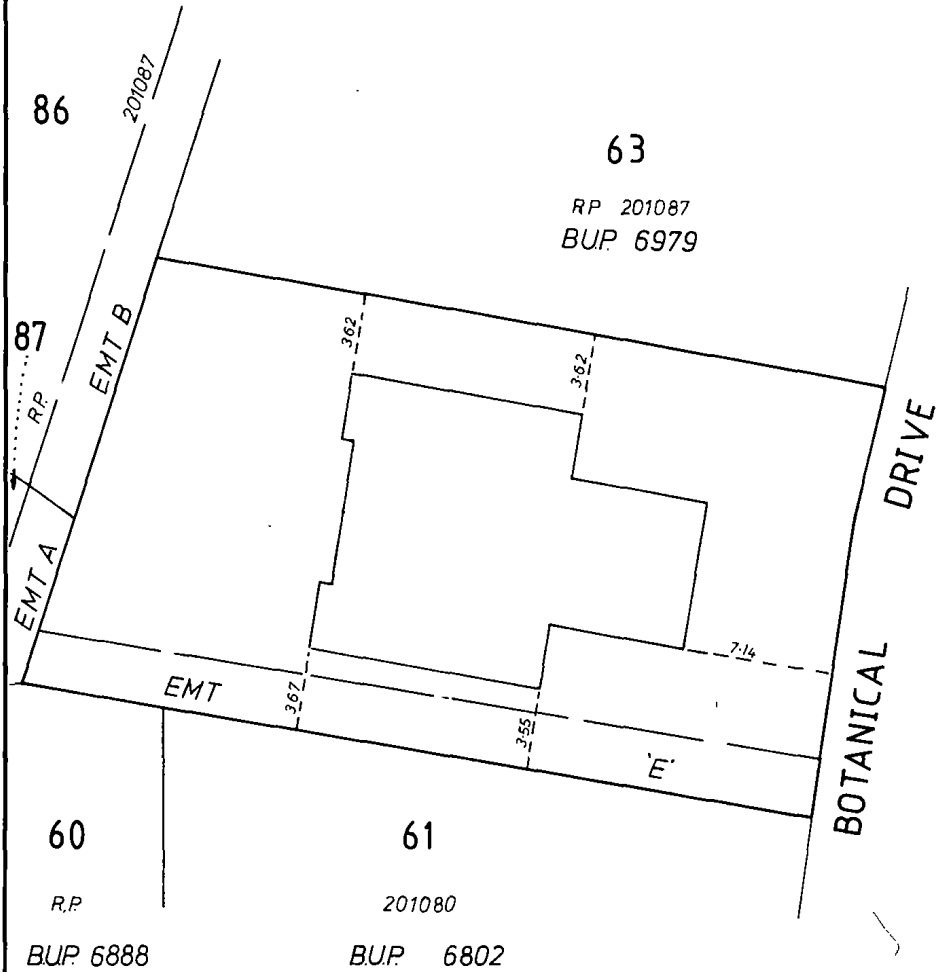
M. S. Srinivasan
REGISTRAR OF TITLES

Building Units and Group Titles Act 1980 — 1983
BUILDING UNITS AND GROUP TITLES REGULATIONS 1980

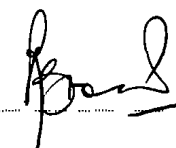
Name of Building: "WESTDALE"

Regulation 3(1)
Sheet No. 2 of 7 Sheets

BUILDING UNITS PLAN NO. 6995



SCALE: 1 : 250



 Shire Clerk
 Town
 Council of the City of Gold Coast

Building Units and Group Titles Act 1980 — 1983
BUILDING UNITS AND GROUP TITLES REGULATIONS 1980
(Form 2)

Name of Building: "WESTDALE"

Regulation 8(1)
Sheet No. 3 of 7 Sheets

BUILDING UNITS PLAN NO. 6995

Michel & Partners (Surveys) Pty. Ltd. of 2 Nerang Street, Southport
licensed surveyors registered under the Surveyors Act 1977-1983 hereby certify that:—

- (a) The building shown on the *building units plan/~~building units plan of subdivision~~ to which this certificate is annexed is within the external surface boundaries of the parcel the subject of the said plan ~~subject to paragraph (b) of this certificate;~~
- (b) (i) ~~Where eaves or guttering project beyond such boundaries an appropriate easement has been granted as an appurtenance of the parcel; and~~
- (ii) ~~Where that projection is over a road the local authority has consented thereto pursuant to the ordinances or by laws as the case may be.~~

DATED this THIRD day of SEPTEMBER 1985



G. J. ThomsonDIRECTOR & LICENSED SURVEYOR

[Signature]DIRECTOR

*Delete whichever is inapplicable

[Signature]

Shire Clerk
Town

Council of the City of Gold Coast

Building Units and Group Titles Act 1980
BUILDING UNITS AND GROUP TITLES REGULATIONS 1980
(Form 3)

Name of Building: "WESTDALE"

Regulation 8(1)
Sheet No. 4 of 7 Sheets

BUILDING UNITS PLAN NO. 6995

CERTIFICATE OF LOCAL AUTHORITY

Council of the City of Gold Coast hereby certifies that the proposed subdivision of the parcel as illustrated in the abovementioned plan has been approved by the Council of the City of Gold Coast and that all the requirements of The Local Government Acts, 1936 to 1985 as modified by the Building Units and Group Titles Act 1980 have been complied with in regard to the subdivision.

DATED this NINTH day of OCTOBER, 1985

..... MAYOR

..... TOWN CLERK



Council of the City of Gold Coast

Building Units and Group Titles Act 1980 — 1983
BUILDING UNITS AND GROUP TITLES REGULATIONS 1980
(Form 6)

Name of Building: "WESTDALE"

Regulation 8(1)
Sheet No. 5 of 7 Sheets

BUILDING UNITS PLAN NO. 6995

I, KEITH RAYMOND THOMAS, of ELANORA

~~*an architect within the meaning of the Architects Act 1962—1971,~~

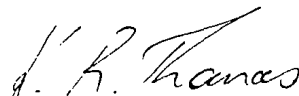
*a building surveyor appointed by the Council+ of the City of Gold Coast

~~*a building inspector appointed by the Council+~~

hereby certify that the building shown on the *building units plan/~~building units plan of resubdivision~~
to which this certificate is annexed has been substantially completed in accordance with plans
and specifications approved by *the Council+

/a designated officer of the Council of the City of Gold Coast


DATED this EIGHTH day of OCTOBER, 1985



~~*Architect/Building surveyor/Building inspector.~~

* Delete whichever is inapplicable

+ Insert name of local authority



Shire
Clerk
Town

Council of the City of Gold Coast

Building Units and Group Titles Act 1980 — 1983
 BUILDING UNITS AND GROUP TITLES REGULATIONS 1980
 (Form 8)

Name of Building: "WESTDALE"

Regulation 8(1)
 Sheet No. 6 of 7 Sheets

BUILDING UNITS PLAN NO. 6995

SCHEDULE OF LOT ENTITLEMENTS AND REFERENCE TO
 CURRENT CERTIFICATE OF TITLE

Lot No.	Level	Entitlement	Current C's T.		Lot No.	Level	Entitlement	Current C's T.	
			Vol.	Fol.				Vol.	Fol.
1	A	1	6828	54					
2	A	1	6828	55					
AGGREGATE		2			AGGREGATE				

SIGNATURE OF REGISTERED PROPRIETOR:



DIRECTOR
 SECRETARY

[Handwritten signature]

[Handwritten signature]

Shire Clerk
 Town

Council of the City of Gold Coast

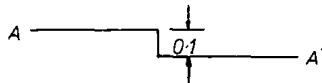
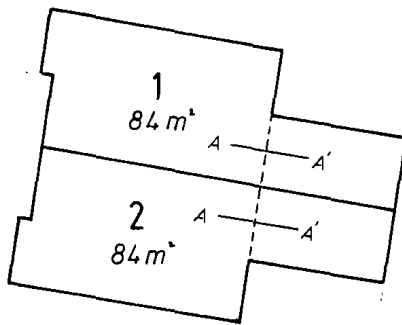
Building Units and Group Titles Act 1980 - 1983
BUILDING UNITS AND GROUP TITLES REGULATIONS 1980
(Form 9)

Name of Building: "WESTDALE"

Regulation 8(1)
Sheet No. 7 of 7 Sheets

BUILDING UNITS PLAN NO. 6995

LEVEL A



CROSS-SECTION A-A' N.T.S.

Scale: 1:250

Floor areas are approximate only.

The lots on this level are for residential purposes only.
SIGNATURE OF REGISTERED PROPRIETOR:



DIRECTOR
SECRETARY

Shire Clerk
Town

Council of the City of Gold Coast

The Registrar of Titles
Titles Office
GPO Box 1442
BRISBANE 4001

Dear Sir

ANZ CAPITAL MARKETS CORPORATION LIMITED and ANZCAP LEASING SERVICES LIMITED as Mortgagees under registered Bill of Mortgage No H427352 hereby consent to the registration of Building Units Plan No. ~~2256~~ known as Westdale over all that land in the County of Ward Parish of Barrow being Lot ~~62~~ on Registered Plan No ~~261087~~ having an area of 700 square metres, and being contained in Certificate of Title Volume 6761 Folio ~~261~~.

DATED this 18th day of October 1985

EXECUTED for and on behalf of)
ANZ CAPITAL MARKETS CORPORATION LIMITED) ANZ CAPITAL MARKETS CORPORATION LIMITED
by SIMON ALEXANDER McDOUGALL STODART its duly) by its duly constituted
authorised Attorney under) Attorney
registered Power of Attorney No)
H573911 in the presence of:) Simon Stodart

M. W. Fitzgerald
Solicitor/A Justice of the Peace

EXECUTED for and on behalf of)
ANZCAP LEASING SERVICES LIMITED) ANZCAP LEASING SERVICES LIMITED
by SIMON ALEXANDER McDOUGALL STODART its duly authorised) authorised Attorney
Attorney under registered Power)
of Attorney No H573911 in the)
presence of:) Simon Stodart

M. W. Fitzgerald
Solicitor/A Justice of the Peace

Section 285. Body Corporate and Community Management Act 1997

Dealing: 704183060
Title Reference: 19206995
Lodgment: 1067211
Date: 15/07/2000 11:37:00

1. Name of Community Title Scheme

WESTDALE

2. Regulation Module

Body Corporate and Community Management (Standard Module) Regulation 1997

3. Name of Body Corporate

BODY CORPORATE FOR WESTDALE COMMUNITY TITLES SCHEME 8241

4. Address for service of documents on the body corporate

RJ GOLDSTEIN
7A CAVILL AVENUE
SURFERS PARADISE QLD 4217

5. By-Laws

Taken to be those in effect as at 13 July 2000
[section 285 (5)(a) Body Corporate and Community Management Act 1997]

6. Contribution Schedule

7. Interest Schedule

Lot	Entitlement	Lot	Entitlement
1 in BUP6995	1	1 in BUP6995	1
2 in BUP6995	1	2 in BUP6995	1

Total Lots: 2 Aggregate 2 Total Lots: 2 Aggregate 2

***** End *****

Schedule 4 By-laws

section 168

1 **Noise**

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

2 **Vehicles**

- (1) The occupier of a lot must not—
 - (a) park a vehicle, or allow a vehicle to stand, in a regulated parking area; or
 - (b) without the approval of the body corporate, park a vehicle, or allow a vehicle to stand, on any other part of the common property; or
 - (c) permit an invitee to park a vehicle, or allow a vehicle to stand, on the common property, other than in a regulated parking area.
- (2) An approval under subsection (1)(b) must state the period for which it is given.
- (3) The body corporate may cancel the approval by giving 7 days written notice to the occupier.
- (4) In this section—

regulated parking area means an area of scheme land designated as being available for use, by invitees of occupiers of lots included in the scheme, for parking vehicles.

3 **Obstruction**

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

4 Damage to lawns etc.

- (1) The occupier of a lot must not, without the body corporate's written approval—
 - (a) damage a lawn, garden, tree, shrub, plant or flower on the common property; or
 - (b) use a part of the common property as a garden.
- (2) An approval under subsection (1) must state the period for which it is given.
- (3) However, the body corporate may cancel the approval by giving 7 days written notice to the occupier.

5 Damage to common property

- (1) An occupier of a lot must not, without the body corporate's written approval, mark, paint, drive nails, screws or other objects into, or otherwise damage or deface a structure that forms part of the common property.
- (2) However, an occupier may install a locking or safety device to protect the lot against intruders, or a screen to prevent entry of animals or insects, if the device or screen is soundly built and is consistent with the colour, style and materials of the building.
- (3) The owner of a lot must keep a device installed under subsection (2) in good order and repair.

6 Behaviour of invitees

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

7 Leaving of rubbish etc. on the common property

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

8 Appearance of lot

- (1) The occupier of a lot must not, without the body corporate's written approval, make a change to the external appearance of the lot unless the change is minor and does not detract from the amenity of the lot and its surrounds.
- (2) The occupier of a lot must not, without the body corporate's written approval—
 - (a) hang washing, bedding, or another cloth article if the article is visible from another lot or the common property, or from outside the scheme land; or
 - (b) display a sign, advertisement, placard, banner, pamphlet or similar article if the article is visible from another lot or the common property, or from outside the scheme land.
- (3) Subsection (2)(b) does not apply to a real estate advertising sign for the sale or letting of the lot if the sign is of a reasonable size.
- (4) This section does not apply to a lot created under a standard format plan of subdivision.

Note—

Under the *Building Act 1975*, sections 246R and 246S, a body corporate can not withhold consent for particular activities stated in the sections that might change the external appearance of a lot.

9 Storage of flammable materials

- (1) The occupier of a lot must not, without the body corporate's written approval, store a flammable substance on the common property.
- (2) The occupier of a lot must not, without the body corporate's written approval, store a flammable substance on the lot unless the substance is used or intended for use for domestic purposes.
- (3) However, this section does not apply to the storage of fuel in—

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

10 Garbage disposal

- (1) Unless the body corporate provides some other way of garbage disposal, the occupier of a lot must keep a receptacle for garbage in a clean and dry condition and adequately covered on the lot, or on a part of the common property designated by the body corporate for the purpose.
- (2) The occupier of a lot must—
 - (a) comply with all of the following laws about the disposal of garbage—
 - (i) if the lot is in a priority development area—PDA by-laws, and any local laws that apply;
 - (ii) if the lot is not in a priority development area—local laws; and
 - (b) ensure that the occupier does not, in disposing of garbage, adversely affect the health, hygiene or comfort of the occupiers of other lots.

11 Keeping of animals

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

Note—

See section 181 in relation to the right of the owner or occupier of a lot to keep a guide, hearing or assistance dog on the lot.

Body Corporate and Community Management Act 1997

Schedule 4

- (2) The body corporate may grant the approval subject to conditions that are, in the circumstances, reasonable and appropriate.
- (3) If the body corporate grants the approval, the body corporate must give the occupier a written notice stating—
 - (a) the body corporate's approval; and
 - (b) if the approval is subject to conditions—the conditions.
- (4) The body corporate's approval may be withdrawn if the occupier does not comply with the conditions stated in the notice.



LONGITUDE INSURANCE – POLICY SCHEDULE

POLICY TYPE: Residential Strata Package LONGRSI 12 03-2024

POLICY NUMBER: LNG-STR-20056955

INSURED: The BC for Westdale CTS 8241.

THE BUSINESS: Residential Strata as per attached schedule

PERIOD OF INSURANCE: 12 November 2024 expiring on 12 November 2025 at 4pm Local Standard Time

INTERESTED PARTIES: Nil advised

SITUATION: 59 BOTANICAL DRIVE, LABRADOR, QLD 4215

PERCENTAGE OF BUILDING OCCUPIED BY COMMERCIAL OCCUPANTS: 0.00%

SECTION 1 - PROPERTY: PHYSICAL LOSS, DESTRUCTION OR DAMAGE

Buildings	\$930,962
2.1 i) fixed artwork or sculptures	\$50,000
Common Contents	\$9,310
2.2 g) pots, plants, shrubs, trees, rockwork and lawns	\$9,310
2.2 h) money	\$9,310
2.2 i) artwork of sculptures (other than fixed)	\$9,310
Storm Surge (caused by and immediately following a named tropical cyclone) any one event and in the aggregate Period of Insurance	\$930,962
Optional Covers	
Loss of Market Value	Insured
Flood	Not Insured
Costs Incurred by the Lot Owner	
All sub-sections 5.16 (a) - (h) combined	\$500,000
Lot Owners fixtures and fittings (per lot)	\$300,000
Temporary Accommodation & Loss of Rent	\$139,644
Lot Owners Optional Covers	
Paint & Wallpaper (applies to NSW & ACT only)	Not Insured
Floating floorboards	Insured



Catastrophe Cover (sub-section 5.1)

Buildings	30%
Common Contents	30%
Costs Incurred by the Lot Owner	30%
Additional Benefits	30%

Excesses

Loss, destruction or damage caused by or arising from earthquake, subterranean fire or volcanic eruption (each and every claim)	\$2,000
All other losses (each and every Claim)	\$2,000

SECTION 2 - VOLUNTARY WORKERS PERSONAL ACCIDENT

Accidental Death & Disablement	\$200,000
Weekly Benefits	up to \$2,000 per week for Total Disablement and up to \$1,000 per week for Partial Disablement as outlined in the Table of Benefits
All per Policy Table of Benefits	

Excess

Excluded Period of Claim (each and every Claim)	7 days
All Per Table of Benefits	

SECTION 3 - OFFICE BEARERS LIABILITY - NOT INSURED

SECTION 4 - FIDELITY GUARANTEE

Any one Loss and in the Aggregate Period of Insurance	\$100,000
Excess	
Each and every Claim	\$2,000

SECTION 5 - EQUIPMENT BREAKDOWN - NOT INSURED

SECTION 6 - PUBLIC LIABILITY

Personal Injury or Property Damage Limit of Liability (any one Occurrence)	\$10,000,000
Excess	
Each and every Claim	\$2,000

SECTION 7 - GOVERNMENT AUDIT COSTS, WORKPLACE HEALTH & SAFETY BREACHES AND LEGAL EXPENSES



(a) Taxation and Audit Costs

Limit of Liability (in the aggregate Period of Insurance)	\$30,000
Excess (each and every Claim)	\$500

(b) Workplace Health and Safety Breaches

Limit of Liability (in the aggregate Period of Insurance)	\$150,000
Excess (each and every Claim)	\$500

(c) Legal Defence Expenses

Limit of Liability (in the aggregate Period of Insurance)	\$50,000
Excess (each and every Claim)	\$1,000
Contribution (each and every Claim)	10.00% of Legal Expenses Incurred

Special Notation

Property No Claim Bonus included	YES
Customer Loyalty Discount included	YES
Number of years with Longitude	3

ENDORSEMENTS / CONDITIONS:

If any endorsement or conditions are shown under this part of the Policy Schedule they will vary the standard terms of Your Policy. They may expand, reduce, or impose additional conditions on Your cover as set out in the standard Policy terms and should be read carefully.

IMPORTANT INFORMATION

Your Policy

This policy is issued by Longitude Insurance Pty Ltd (ABN 86 152 337 267) as an Authorised Representative (AR 424867) of Austagencies Pty Ltd (ABN 76 006 09 464) (Austagencies). Austagencies have binding authority from Chubb Insurance Australia Ltd (ABN 23 001 642 020, AFSL 239687)

Target Market Determination

The product issuer Chubb Insurance Australia Ltd (Chubb) AFSL 239687 ABN 23 001 642 020, has prepared a Target Market Determination (TMD) for this product as required under section 994B of the Corporations Act 2001 (Cth). The TMD sets out who this product has been designed for and who it is not suitable for and identifies the conditions and restrictions on its distribution. A copy of the TMD for this product can be found on [here](#)

The TMD is not a Product Disclosure Statement (PDS) and is not a summary of the product features or terms of the product. Persons interested in acquiring this product should carefully read the PDS before deciding whether to purchase this product.

Endorsements and Conditions

As outlined in our e-mail sent with this attachment.

Credit terms - Sections 1 to 7 - 60 days from inception.

Please contact us if any of the above is incorrect as it may affect the terms and conditions under which we will provide cover.



No terms or conditions contained in any broker’s slip are included unless specifically stated as being included. Unless stated otherwise, cover is as per the Longitude Policy Wording and Product Disclosure Statement (PDS). Commissions payable are calculated on the base premium only.

Please note in the event that you cancel this policy prior to expiry, in accordance with the policy conditions, we will retain the proportion of the premium, (less our fees which we deem to be fully earned at policy inception) which is equal to the proportion that the remaining policy period bears of the total policy period.

To ensure your client maintains continuous cover, please ensure that your written instructions be provided to our office prior to expiry.

This Policy has been issued based on the following information provided by You

Construction

Walls	Brick Veneer
Floors	Concrete Slab
Roof	Tiles

Has there been any Expanded Polystyrene (EPS), Aluminium Composite Panelling (ACP) or like materials used in the construction of the property? **NO**

Is there any known Asbestos in the building? **NO**

Are there any known building defects? **NO**

Claims Information

Policy Year Ending	No. of Claims	Aggr. Attritional Losses
2020	0	\$0.00
2021	0	\$0.00
2022	0	\$0.00
2023	0	\$0.00
2024	0	\$0.00

BASE PREMIUM SPLIT BY SECTION	\$2,117.20
SECTION 1 - PROPERTY: PHYSICAL LOSS, DESTRUCTION OR DAMAGE	\$1,880.17
SECTION 2 - VOLUNTARY WORKERS PERSONAL ACCIDENT	\$30.00
SECTION 4 - FIDELITY GUARANTEE	\$25.00
SECTION 6 - PUBLIC LIABILITY	\$122.03
SECTION 7 - GOVERNMENT AUDIT COSTS, WORKPLACE HEALTH & SAFETY BREACHES AND LEGAL EXPENSES	\$60.00



***BASE PREMIUM	\$2,117.20
* EMERGENCY SERVICES LEVY	\$0.00
GST	\$211.72
* STAMP DUTY	\$209.61
LONGITUDE FEE	\$250.00
FEE GST	\$25.00
TOTAL PREMIUM	\$2,813.53 Plus Broker Fee
LESS BROKERAGE	\$423.44
LESS GST ON BROKERAGE	\$42.34
NET PAYABLE TO LONGITUDE	\$2,347.75

* The amount included as part of the premium takes into account the Insurer's obligations (actual or in some cases estimated) to pay Stamp Duty and Emergency Services Levies to the Government. You can ask us for more details.

City Plan property report

Economy, Planning and Environment Directorate
Planning Enquiries Centre
City Development Branch
 PO Box 5042 GOLD COAST MC QLD 9729
P: (07) 5582 8708
E: mail@goldcoast.qld.gov.au
W: cityofgoldcoast.com.au

Property Details	
Property address	59 Botanical Drive, LABRADOR, 4215
Lot and Plan	1BUP6995
Area	84 m ²

City Plan content

Zone map



<p>Residential zones category</p> <ul style="list-style-type: none"> Low density residential Low density residential, Large lot precinct Low density residential, Calypso Bay precinct Medium density residential Medium density residential, Calypso Bay precinct High density residential <p>Centres zones category</p> <ul style="list-style-type: none"> Centre Neighbourhood centre Neighbourhood centre, West Burleigh historic township precinct 	<p>Recreation zones category</p> <ul style="list-style-type: none"> Sport and recreation Sport and recreation, Bond University precinct Sport and recreation, Bundall equestrian area precinct Open space <p>Tourism zones category</p> <ul style="list-style-type: none"> Major tourism Major tourism, Island resorts precinct Major tourism, Sea World precinct Major tourism, The Spit northern tourism precinct Major tourism, The Spit eastern tourism precinct Major tourism, The Spit southern tourism precinct Major tourism, Wildlife park precinct 	<p>Environment zones category</p> <ul style="list-style-type: none"> Conservation <p>Industry zones category</p> <ul style="list-style-type: none"> Low impact industry Low impact industry, Future low impact industry precinct Medium impact industry Medium impact industry, Future medium impact industry precinct High impact industry High impact industry, Future high impact industry precinct Waterfront and marine industry Waterfront and marine industry, The Spit marine industry precinct 	<p>Other zones category</p> <ul style="list-style-type: none"> Community facilities Emerging community Upper Coomera precinct Extractive industry Extractive industry, Extractive industry indicative buffer Innovation Innovation, Bond University precinct Innovation, Gold Coast cultural precinct Limited development (constrained land) Mixed use Mixed use, Bermuda Point precinct Mixed use, Fringe business precinct 	<p>Rural</p> <ul style="list-style-type: none"> Rural, Rural landscape and environment precinct Rural residential Rural residential, Rural residential landscape and environment precinct Special purpose Special purpose, Special development areas precinct Township Township, Commercial precinct Township, Large lot precinct Unzoned 	<ul style="list-style-type: none"> Property boundaries Selected property
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Applicable mapping content		Related City Plan content	
Division			
Division 7 (view divisional contact details)			
Zones			
Medium density residential zone		Medium density residential zone code Tables of assessment: <ul style="list-style-type: none"> • Material change of use • Reconfiguring a lot • Building work • Operational work 	
Overlay maps			
Acid sulfate soils: <ul style="list-style-type: none"> • Land at or below 20m AHD 		Acid sulfate soils overlay code Tables of assessment: <ul style="list-style-type: none"> • Acid sulfate soils overlay 	
Airport environs - Procedures for Air Navigation Services, Aircraft Operational (PANS-OPS) surfaces: <ul style="list-style-type: none"> • PANS-OPS contour 		Airport environs overlay code Tables of assessment: <ul style="list-style-type: none"> • Airport environs overlay 	
Building height			
Dwelling house <ul style="list-style-type: none"> • Dwelling house overlay area 		Tables of assessment: <ul style="list-style-type: none"> • Dwelling house overlay 	
Residential density			
LGIP			
Local Government Infrastructure Plan: <ul style="list-style-type: none"> • Priority infrastructure area 		Local Government Infrastructure Plan	
Local Government Infrastructure Plan: <ul style="list-style-type: none"> • LGIP projection areas 		Local Government Infrastructure Plan	
Date created	11 Aug 2025	Version	v12 - Current



Queensland Government home >For Queenslanders >Environment, land and water > Land, housing and property >Heritage places >Queensland Heritage Register >Search the register > Heritage register search results

Heritage register search results

Filtered by:

[Gold Coast City Council](#) [59 Botanical](#) [Labrador](#)

No results found. Try removing one of your search filters. Please [search again](#) (<https://apps.des.qld.gov.au/heritage-register/>).

Current applications

You can also see places being assessed or awaiting a decision from the Queensland Heritage Council for entry in or removal from the Queensland Heritage Register at [Current Queensland Heritage Register applications](https://www.qld.gov.au/environment/land/heritage/register/applications/) (<https://www.qld.gov.au/environment/land/heritage/register/applications/>).

 (<https://creativecommons.org/licenses/by/4.0/>)

Last reviewed 1 July 2022

Last updated 28 February 2023

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Queensland Government (<https://www.qld.gov.au/>)



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

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

InfoTrack PTY LTD
PO Box 10314, Adelaide Street
Brisbane QLD 4001

Transaction ID: 51037915 EMR Site Id: 13 August 2025
Cheque Number:
Client Reference:

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

Lot: 1 Plan: BUP6995
1/59 BOTANICAL DR
LABRADOR

EMR RESULT

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

CLR RESULT

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

ADDITIONAL ADVICE

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

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

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

Administering Authority

General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008



Part 1 Tenancy details

Item 1

1.1 Lessor

Name/trading name Robert Kauter

Address

C/- Palmyplanning Pty Ltd T/A Professionals Southport	
PO Box 3286, Australia Fair	Postcode

1.2 Phone

Mobile

07 5591 8333	
--------------	--

Email

pa@professionalssouthport.com.au

Item 2

2.1 Tenant/s

1. Full name/s	Minhye Kang		
Phone	0497 262 661	Email	moongchi89@gmail.com
Emergency contact full name/s			
Emergency contact phone			
Emergency contact email			

2. Full name/s	Wonkyoung lee		
Phone	0490 293 115	Email	ekdhdhsk1103@gmail.com
Emergency contact full name/s			
Emergency contact phone			
Emergency contact email			

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

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

Item 3

3.1 Agent If applicable. See clause 43

Full name/trading name Palmyplanning Pty Ltd
--

Address

Suite 204/2 Nerang St	
Southport	QLD Postcode 4215

3.2 Phone

Mobile

07 5591 8333	
--------------	--

Email

reception@professionalssouthport.com.au

Initial Initial



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 Facsimile Yes No

4.2 Tenant/s

Email Yes No Facsimile Yes No

4.3 Agent

Email Yes No Facsimile Yes No

Item 5 5.1 Address of the rental premises

Unit 1, 59 Botanical Drive
 Labrador QLD Postcode 4215

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

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 **6.3 Ending on**

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

Item 7 7 Rent per week fortnight month See clause 8(1)

Item 8 8 Rent must be paid on the day of each
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)

Details for direct credit

BSB no. Bank/building society/credit union
 Account no. Account name
 Payment reference

Item 10 10 Place of rent payment Insert where the rent must be paid. See clause 8(5) to 8(7)

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

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

Initial Initial



General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008



Item 11 Rental bond amount See clause 13

Item 12 12.1 The services supplied to the premises for which the tenant must pay See clause 16

Electricity Yes No Any other service that a tenant must pay Yes No
Gas Yes No Type See special terms (page 11)
Phone Yes No

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

Yes No

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

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

Electricity Any other service stated in item 12.1
Gas See special terms (page 11)
Phone

Item 14 How services must be paid for Insert for each how the tenant must pay. See clause 16(d)

Electricity
Gas
Phone
Any other service stated in item 12.1
See special terms (page 11)

Item 15 Number of persons allowed to reside at the premises See clause 23

Item 16 16.1 Are there any body corporate by-laws applicable to the occupation of the premises by a tenant? Yes No
See clause 22

16.2 Has the tenant been given a copy of the relevant by-laws See clause 22 Yes No

Item 17 The type and number of pets approved by the lessor to be kept at the premises See clauses 33A to 33D

Type Number Type Number

Item 18 18.1 Name and telephone number of the lessor's nominated repairer for each of the following repairs

Electrical repairs Phone
Plumbing repairs Phone
Other repairs Phone

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

Initial Initial

Part 2 Standard Terms

Division 1 Preliminary

1 Interpretation

In this agreement -

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

2 Terms of a general tenancy agreement

- (1) This part states, under the *Residential Tenancies and Rooming Accommodation Act 2008 (the Act)*, section 55, the standard terms of a general tenancy agreement.
- (2) The Act also imposes duties on, and gives entitlements to, the lessor and tenant that are taken to be included as terms of this agreement.
- (3) The lessor and tenant may agree on other terms of this agreement (**special terms**).
- (4) A duty or entitlement under the Act overrides a standard term or special term if the term is inconsistent with the duty or entitlement.
- (5) A standard term overrides a special term if they are inconsistent.
Note - Some breaches of this agreement may also be an offence under the Act, for example, if -
 - the lessor or the lessor's agent enters the premises in contravention of the rules of entry under sections 192 to 199; or
 - the tenant does not sign and return the condition report to the lessor or the lessor's agent under section 65.
- (6) In accordance with section 61 of the Act, a General Tenancy Agreement must include the day the rent for the premises was last increased, within the meaning of section 93, at the time the agreement is entered into. However, this does not apply if the lessor is an exempt lessor.

3 More than 1 lessor or tenant

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

Division 2 Period of tenancy

4 Start of tenancy

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

5 Entry condition report - s 65

- (1) The lessor must prepare, in the approved form, sign and give the tenant 1 copy of a condition report for the premises.
- (2) The copy must be given to the tenant on or before the day the tenant occupies the premises under this agreement.
- (3) The tenant must mark the copy of the report to show any parts the tenant disagrees with, and sign and return the copy to the lessor not later than 7 days after the later of the following days -
 - (a) the day the tenant occupies the premises;

- (b) the day the tenant is given the copy of the condition report.

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

- (4) After the copy of the condition report is returned to the lessor by the tenant, the lessor must copy the condition report and return it to the tenant within 14 days.
- (5) However, the lessor does not have to prepare a condition report for the premises if -
 - (a) this agreement has the effect of continuing the tenant's right to occupy the premises under an earlier residential tenancy agreement; and
 - (b) in accordance with the Act, a condition report was prepared for the premises for the earlier residential tenancy agreement.
- (6) If a condition report is not prepared for this agreement because subclause (5) applies, the condition report prepared for the earlier residential tenancy agreement is taken to be the condition report for this agreement.

6 Continuation of fixed term agreement - s 70

- (1) This clause applies if -
 - (a) this agreement is a fixed term agreement; and
 - (b) none of the following notices are given, or agreements or applications made before the day the term ends (the **end day**) -
 - (i) a notice to leave;
 - (ii) a notice of intention to leave;
 - (iii) an abandonment termination notice;
 - (iv) a notice, agreement or application relating to the death of a sole tenant under section 277(7);
 - (v) a written agreement between the lessor and tenant to end the agreement.
- (2) This agreement, other than a term about this agreement's term, continues to apply after the end day on the basis that the tenant is holding over under a periodic agreement.
Note - For more information about the notices, see the information statement.

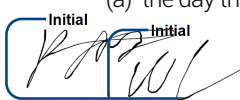
7 Costs apply to early ending of fixed term agreement - s 357A

- (1) This clause applies if -
 - (a) this agreement is a fixed term agreement; and
 - (b) the tenant ends this agreement before the term ends in a way not permitted under the Act.
- (2) The tenant must pay the reletting costs under section 357A(3).
Note - For when the tenant may end this agreement early under the Act, see clause 36 and the information statement.
- (3) This clause does not apply if, after experiencing domestic violence, the tenant ends this agreement or the tenant's interest in this agreement under chapter 5, part 1, division 3, subdivision 2A of the Act.

Division 3 Rent

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

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

Initial Initial


- (c) if the lessor intends to change the way rent is paid to a way that is not stated in this agreement for item 9 and no way is agreed to after the signing of this agreement – in a way the lessor proposes by written notice to the tenant under section 84A.
- (4) The lessor must give the tenant written notice advising of the costs associated with the ways to pay rent offered to the tenant that the tenant would not reasonably be aware of if the lessor or lessor's agent knows or could reasonably be expected to find out about the costs.
- (5) The rent must be paid at the place stated in this agreement for item 10.
- (6) However, if, after the signing of this agreement, the lessor gives a notice to the tenant stating a different place for payment and the place is reasonable, the rent must be paid at the place while the notice is in force.
- (7) If no place is stated in this agreement for item 10 and there is no notice stating a place, the rent must be paid at an appropriate place.

Examples of an appropriate place –

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

9 Rent in advance - s 87

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

- (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 a payment of rent under this agreement in a period for which rent has already been paid.

10 Rent increases - ss 91 and 93

- (1) If the lessor proposes to increase the rent, the lessor must give notice of the proposal to the tenant.
- (2) The notice must state the amount of the increased rent and the day from when it is payable.
- (3) The day stated must not be earlier than the later of the following –
 - (a) 2 months after the notice is given;
 - (b) 12 months after the last rent increase for the premises under section 93.
- (4) Subject to an order of a tribunal, the increased rent is payable from the day stated in the notice, and this agreement is taken to be amended accordingly.
- (5) However, the increased rent is payable by the tenant only if –
 - (a) the rent is increased in compliance with this clause; and
 - (b) the increased rent is not payable before the end of the minimum period before the rent may be increased under section 93; and
 - (c) the increase in rent does not relate to –
 - (i) compliance of the premises or inclusions 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 excessive 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 setting aside or reducing the increase if the tenant believes the increase –
 - (a) is excessive; or
 - (b) is not payable under clause 10.

- (2) However, the application must be made –
 - (a) within 30 days after the notice is received; and
 - (b) for a fixed term agreement - before the term ends.

12 Rent decreases - s 94

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

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

Division 4 Rental bond

13 Rental bond required - ss 111 and 116

- (1) If a rental bond is stated in this agreement for item 11, the tenant must pay to the lessor or the lessor's agent the rental bond amount –
 - (a) if a special term requires the bond to be paid at a stated time – at the stated time; or
 - (b) if a special term requires the bond to be paid by instalments – by instalments; or
 - (c) otherwise – when the tenant signs this agreement.
- (2) The lessor or the lessor's agent must, within 10 days of receiving the bond or a part of the bond, pay it to the authority and give the authority a notice, in the approved form, about the bond.
- (3) The bond is intended to be available to financially protect the lessor if the tenant breaches this agreement.

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

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

14 Increase in bond - s 154

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

Division 5 Outgoings

15 Outgoings - s 163

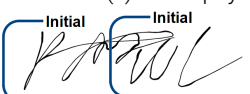
- (1) The lessor must pay all charges, levies, premiums, rates or taxes for the premises, other than a service charge.

Examples -
body corporate levies, council general rates, sewerage charges, environment levies, land tax
- (2) This clause does not apply if –
 - (a) the lessor is the State; and
 - (b) rent is not payable under the agreement; and
 - (c) the tenant is an entity receiving financial or other assistance from the State to supply rented accommodation to persons.

16 General service charges - ss 164 and 165

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

- (a) the tenant enjoys or shares the benefit of the service; and
- (b) the service is stated in this agreement for item 12.1; and

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

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

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

- (1) The tenant must pay an amount for the water consumption charges for the premises if -
 - (a) the tenant is enjoying or sharing the benefit of a water service to the premises; and
 - (b) the premises are individually metered for the supply of water or water is supplied to the premises by delivery by means of a vehicle; and
 - (c) this agreement states for item 12.2 that the tenant must pay for water supplied to the premises.
- Note* - A water consumption charge does not include the amount of a water service charge that is a fixed charge for the water service.
- (2) However, the tenant does not have to pay an amount -
 - (a) that is more than the amount of the water consumption charges payable to the relevant water supplier; or
 - (b) that is a fixed charge for the water service to the premises.
 - (3) Also, the tenant does not have to pay an amount for a reasonable quantity of water supplied to the premises for a period if, during the period, the premises are not water efficient for section 166.

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

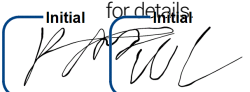
- (4) In deciding what is a reasonable quantity of water for subclause (3), regard must be had to the matters mentioned in section 169(4)(a) to (e).
- (5) The lessor must give the tenant copies of relevant documents about the amount payable to the relevant water supplier within 4 weeks after the lessor receives the documents.
- (6) The tenant is not required to pay an amount for the water consumption charges if the tenant has not received a copy of the documents about the amount payable to the relevant water supplier.
- (7) Subclause (9) applies if water consumption charges are payable for a period that includes part but not all of a period specified, or to be specified, in a water consumption charges document.
- (8) The tenant may be required to pay an amount calculated under section 166A using -
 - (a) a meter reading for the premises recorded in a condition report; and
 - (b) a reasonable estimate of the volume of water supplied to the premises during the period for which water consumption charges are payable by the tenant mentioned in subclause (8); and
 - (c) the rate used to calculate the water consumption charge stated in the most recent water consumption charges document.
- (9) The tenant must pay the amount of the charge to the lessor within 1 month of the lessor giving the tenant copies of relevant documents about the incurring of the amount.
- (10) In this clause -

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

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

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

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Division 6 Rights and obligations concerning the premises during tenancy

Subdivision 1 Occupation and use of premises

18 No legal impediments to occupation - s 181

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

Examples of possible legal impediments -

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

19 Vacant possession and quiet enjoyment - ss 182 and 183

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

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

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

Note - See the information statement for details.

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

- (1) The tenant may use the premises only as a place of residence or mainly as a place of residence or for another use allowed under a special term.
 - (2) The tenant must not -
 - (a) use the premises for an illegal purpose; or
 - (b) cause a nuisance by the use of the premises; or
- Examples of things that may constitute a nuisance -*
- using paints or chemicals on the premises that go onto or cause odours on adjoining land
 - causing loud noises
 - allowing large amounts of water to escape onto adjoining land
- (c) interfere with the reasonable peace, comfort or privacy of a neighbour of the tenant; or
 - (d) allow another person on the premises to interfere with the reasonable peace, comfort or privacy of a neighbour of the tenant.

22 Units and townhouses - s 69

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

23 Number of occupants allowed

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

24 - intentionally removed

Subdivision 2 Standard of premises

25 Lessor's obligations - s 185

- (1) At the start of the tenancy, the lessor must ensure -
 - (a) the premises are clean; and
 - (b) the premises are fit for the tenant to live in; and
 - (c) the premises are in good repair; and
 - (d) the lessor is not in breach of a law dealing with issues about the health or safety of persons using or entering the premises.
 - (e) the premises and inclusions otherwise comply with any prescribed minimum housing standards applying to the premises or inclusions.
- (2) While the tenancy continues, the lessor must -
 - (a) maintain the premises in a way that the premises remain fit for the tenant to live in; and
 - (b) maintain the premises in good repair; and
 - (c) ensure the lessor is not in breach of a law dealing with issues about the health or safety of persons using or entering the premises; and
 - (d) keep any common area included in the premises clean.
 - (e) ensure the premises and inclusions otherwise comply with any prescribed minimum housing standards applying to the premises or inclusions
- (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 -

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

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

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

26 Tenant's obligations generally - s 188(2), (3) and (5)

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

Subdivision 3 The dwelling

27 Fixtures or structural changes - ss 206A-209B

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

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

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

Examples of terms -

- that the tenant may remove the fixture
 - that the tenant must repair damage caused when removing the fixture
 - that the lessor must pay for the fixture if the tenant can not remove it
- (3) If the lessor does agree, the tenant must comply with the terms of the lessor's agreement.
 - (4) The lessor must not act unreasonably in failing to agree.
 - (5) If the tenant attaches a fixture, or makes a structural change, to the premises without the lessor's agreement, the lessor may -
 - (a) take action for a breach of a term of this agreement; or
 - (b) waive the breach (that is, not take action for the breach) and treat the fixture or change as an improvement to the premises for the lessor's benefit (that is, treat it as belonging to the lessor, without having to pay the tenant for it).
 - (6) A fixture may be attached, or a structural change may be made, to premises if the fixture or structural change—
 - (a) is necessary for a tenant's safety, security or accessibility; and
 - (b) is attached or made in the circumstances, and in accordance with any requirements, prescribed by regulation.

28 Supply of locks and keys - s 210

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

29 Changing locks - ss 211 and 212

- (1) The lessor or tenant may change a lock at the premises only if -
 - (a) the other party to this agreement agrees to the change; or
 - (b) the lessor or tenant has a reasonable excuse for making the change; or
 - (c) the lessor or tenant believes the change is necessary because of an emergency; or
 - (d) the lock is changed to comply with an order of the tribunal.
- (2) However, the tenant may also change a lock at the premises if the tenant -
 - (a) believes the change is necessary to protect the tenant or another occupant of the premises from domestic violence; and
 - (b) engages a locksmith or other qualified tradesperson to change the lock.
- (3) The lessor or tenant must not act unreasonably in failing to agree to the change of a lock.
- (4) If the lessor or tenant changes the lock, the lessor or tenant must give the other party to this agreement a key for the changed lock, unless -
 - (a) the other party agrees to not being given the key; or
 - (b) a tribunal orders that the key not be given to the other party.
- (5) If the tenant changes a lock under subclause (2) and gives the lessor a key for the changed lock, the lessor must not give the key to any other person without the tenant's agreement or a reasonable excuse.
- (6) The right of the lessor or tenant to change a lock under this clause is subject to any of the following laws that apply to the premises -
 - (a) the *Body Corporate and Community Management Act 1997*;
 - (b) the *Building Units and Group Titles Act 1980*;
 - (c) a body corporate by-law

Subdivision 4 Damage and repairs

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

- (1) **Emergency repairs** are works needed to repair any of the following -
- a 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 resident of the premises;
 - a serious fault in a staircase, lift or other common area of the premises that unduly inconveniences a resident in gaining access to, or using, the premises.
- (2) Also, **emergency repairs** are works needed for the premises or inclusions to comply with the prescribed minimum housing standards.
- (3) **Routine repairs** are repairs other than emergency repairs.

31 Nominated repairer for emergency repairs - s 216

- (1) The lessor's nominated repairer for emergency repairs of a particular type must be stated either -
- in this agreement for item 18; or
 - in a written notice given by the lessor to the tenant.
- (2) Item 18 or the written 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.
- (3) The lessor must give written notice to the tenant of any change of the lessor's nominated repairer or the telephone number of the nominated repairer.
- (4) This clause does not apply if -
- the lessor has given the tenant a telephone number of the lessor; and
 - under this agreement the lessor is to arrange for emergency repairs to be made to the premises or inclusions.

32 Notice of damage - s 217

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

33 Emergency repairs arranged by tenant - ss 218 and 219

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

- (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

33A Keeping pets and other animals at premises - ss 184B and 184G

- (1) The tenant may keep a pet or other animal at the premises only with the approval of the lessor.
- (2) However, the tenant may keep a working dog at the premises without the lessor's approval.
- (3) The tenant has the approval of the lessor to keep a pet at the premises if keeping the pet at the premises is consistent with item 17.
- Notes* -
- If item 17 states 2 cats, the tenant is approved by the lessor to keep up to 2 cats at the premises.
 - For additional approvals to keep a pet or other animal at the premises see clause 33C.
- (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.

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

- (1) The tenant is responsible for all nuisance caused by a pet or other animal kept at the premises, including, for example, noise caused by the pet or other animal.
- (2) The tenant is responsible for repairing any damage to the premises or inclusions caused by the pet or other animal.
- (3) Damage to the premises or inclusions caused by the pet or other animal is not fair wear and tear.

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

- (1) The tenant may, using the approved form, request the lessor's approval to keep a stated pet at the premises.
- (2) The lessor must respond to the tenant's request within 14 days after receiving the request.
- (3) The lessor's response to the request must be in writing and state -
- 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 33D 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.
- (4) The lessor may refuse the request for approval to keep a pet at the premises only on 1 or more of the following grounds -
- keeping the pet would exceed a reasonable number of animals being kept at the premises;

- (b) the premises are unsuitable for keeping the pet because of a lack of appropriate fencing, open space or another thing necessary to humanely accommodate the pet;
 - (c) keeping the pet is likely to cause damage to the premises or inclusions that could not practicably be repaired for a cost that is less than the amount of the rental bond for the premises;
 - (d) keeping the pet would pose an unacceptable risk to the health and safety of a person, including, for example, because the pet is venomous;
 - (e) keeping the pet would contravene a law;
 - (f) keeping the pet would contravene a body corporate by-law applying to the premises;
 - (g) if the lessor proposed reasonable conditions for approval and the conditions comply with clause 33D – the tenant has not agreed to the conditions;
 - (h) the animal stated in the request is not a pet as defined in section 184A;
 - (i) another ground prescribed by a regulation under section 184E(1)(j).
- (5) The lessor is taken to approve the keeping of the pet at the premises if –
- (a) the lessor does not comply with subclause (2); or
 - (b) the lessor's response does not comply with subclause (3).

33D Conditions for approval to keep pet at premises – s 184F

- (1) The lessor's approval to keep a pet at the premises may be subject to conditions if the conditions –
 - (a) relate only to keeping the pet at the premises; and
 - (b) are reasonable having regard to the type of pet and the nature of the premises; and
 - (c) are stated in the written approval given to the tenant in a way that is consistent with clause 33C(3).
- (2) Without limiting subclause (1)(b), the following conditions of the lessor's approval are taken to be reasonable –
 - (a) if the pet is not a type of pet ordinarily kept inside – a condition requiring the pet to be kept outside at the premises;
 - (b) if the pet is capable of carrying parasites that could infest the premises – a condition requiring the premises to be professionally fumigated at the end of the tenancy;
 - (c) if the pet is allowed inside the premises – a condition requiring carpets in the premises to be professionally cleaned at the end of the tenancy.
- (3) A condition of the lessor's approval to keep a pet at the premises is void if the condition –
 - (a) would have the effect of the lessor contravening section 171 or 172; or
 - (b) would, as a term of this agreement, be void under section 173; or
 - (c) would increase the rent or rental bond payable by the tenant; or
 - (d) would require any form of security from the tenant.
- (4) For subclause (2), the premises are professionally fumigated, and carpets are professionally cleaned, if the fumigation and cleaning are done to a standard ordinarily achieved by businesses selling those services.

Division 7 Restrictions on transfer or subletting by tenant

34 General - ss 238 and 240

- (1) Subject to clause 35, the tenant may transfer all or a part of the tenant's interest under this agreement, or sublet the premises, only if the lessor agrees in writing or if the transfer or subletting is made under a tribunal order.

- (2) The lessor must act reasonably in failing to agree to the transfer or subletting.
- (3) The lessor is taken to act unreasonably in failing to agree to the transfer or subletting if the lessor acts in a capricious or retaliatory way.
- (4) The lessor or the lessor's agent must not require the tenant to pay, or accept from the tenant, an amount 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.

35 State assisted lessors or employees of lessor - s 237

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

Division 8 When agreement ends

36 Ending of agreement - s 277

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

Note – See chapter 5, part 1, division 3, subdivision 2A of the Act for the obligations of the lessor and tenant relating to a notice ending tenancy interest.
 - (b) the tenant dies.

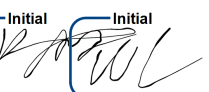
Note - See section 324A for when this agreement ends if a sole tenant dies.

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

- (1) At the end of the tenancy, the tenant must leave the premises, as far as possible, in the same condition they were in at the start of the tenancy, fair wear and tear excepted.

Examples of what may be fair wear and tear -

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

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38 Keys

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

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

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

40 Exit condition report - s 66

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

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

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

- (2) The lessor or the lessor's agent must, within 3 business days after receiving the copy of the report -
 - (a) sign the copy; and
 - (b) if the lessor or agent does not agree with the report - show the parts of the report the lessor or agent disagrees with by marking the copy in an appropriate way; and
 - (c) if the tenant has given a forwarding address to the lessor or agent - make a copy of the report and return it to the tenant at the address.
- (3) The lessor or agent must keep a copy of the condition report signed by both parties for at least 1 year after this agreement ends.

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

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

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

Division 9 Miscellaneous

42 Supply of goods and services - s 171

- (1) The lessor or the lessor's agent must not require the tenant to buy goods or services from the lessor or a person nominated by the lessor or agent.
- (2) Subclause (1) does not apply to -
 - (a) a requirement about a service charge; or

Note - See section 164 for what is a service charge.
 - (b) a condition of an approval to keep a pet if the condition -
 - (i) requires the carpets to be cleaned, or the premises to be fumigated, at the end of the tenancy; and
 - (ii) complies with clause 33D; and
 - (iii) does not require the tenant to buy cleaning or fumigation services from a particular person or business.

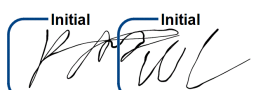
43 Lessor's agent

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

44 Notices

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

Note - Download approved forms via the RTA website rta.qld.gov.au.
- (2) A notice from the tenant to the lessor may be given to the lessor's agent.
- (3) A notice may be given to a party to this agreement or the lessor's agent -
 - (a) by giving it to the party or agent personally; or
 - (b) if an address for service for the party or agent is stated in this agreement for item 1, 2 or 3 - by leaving it at the address, sending it by prepaid post as a letter to the address; or
 - (c) if a facsimile number for the party or agent is stated in this agreement for item 1, 2 or 3 and item 4 indicates that a notice may be given by facsimile - by sending it by facsimile to the facsimile number in accordance with the *Electronic Transactions (Queensland) Act 2001*; or
 - (d) if an email address for the party or agent is stated in this agreement for item 1, 2 or 3 and item 4 indicates that a notice may be given by email - by sending it electronically to the email address in accordance with the *Electronic Transactions (Queensland) Act 2001*.
- (4) A party or the lessor's agent may withdraw his or her consent to notices being given to them by facsimile or email only by giving notice to each other party that notices are no longer to be given to the party or agent by facsimile or email.
- (5) If no address for service is stated in this agreement for item 2 for the tenant, the tenant's address for service is taken to be the address of the premises.
- (6) A party or the lessor's agent may change his or her address for service, facsimile number or email address only by giving notice to each other party of a new address for service, facsimile number or email address.
- (7) On the giving of a notice of a new address for service, facsimile number or email address for a party or the lessor's agent, the address for service, facsimile number or email address stated in the notice is taken to be the party's or agent's address for service, facsimile number or email address stated in this agreement for item 1, 2 or 3.
- (8) Unless the contrary is proved -
 - (a) a notice left at an address for service is taken to have been received by the party to whom the address relates when the notice was left at the address; and
 - (b) a notice sent by post is taken to have been received by the person to whom it was addressed when it would have been delivered in the ordinary course of post; and
 - (c) a notice sent by facsimile is taken to have been received at the place where the facsimile was sent when the sender's facsimile machine produces a transmission report indicating all pages of the notice have been successfully sent; and
 - (d) a notice sent by email is taken to have been received by the recipient when the email enters the recipient's email server.

Initial Initial


Special Terms

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

45 Occupation and use of premises

The tenant must not permit persons other than the persons nominated as approved occupants in Part 3 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.

46 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 34.

47 Care of the premises by the tenant

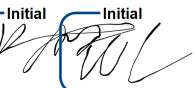
- (1) During the tenancy, the tenant must-
 - (a) not do anything that might block any plumbing or drains on the premises;
 - (b) keep all rubbish in the bin provided by the local authority in an area designated by the lessor or as the local authority may require;
 - (c) put the bin out for collection 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 25(1)(e) and 25(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 27;
 - (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.

48 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.

49 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.

Initial Initial


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

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Special Terms *continued...*

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

50 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.

51 Lessor's insurance

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

- (2) The lessor may claim from the tenant -
 - (a) any increase in the premium of the lessor's insurance; and
 - (b) any excess on claim by the lessor on the lessor's insurance; and
 - (c) any other cost and expenses incurred by the lessor;
 as a direct or indirect result of the tenant's negligent acts or omissions.

52 Tenant's insurance

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

53 Smoke alarm obligations

The tenant must-

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

54 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 27 of the standard terms;
 - (d) In circumstances where consent is provided to the tenant by the lessor in accordance with clause 27 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 54(1) and 54(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.

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

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Special Terms *continued...*

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

55 Pets

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


- (1) In addition to clause 33A(3), the lessor approves a pet as stated in Item 17 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 55 relate only to the lessor's approval to keep a pet at the premises as stated in Item 17 of this agreement.
- (4) For requests for approval to keep a pet at the premises inconsistent with Item 17 of this agreement, see clauses 33C and 33D of this agreement and sections 184D to 184F of the Act.

56 Electronic Signing

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

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

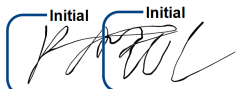
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Special Condition

General Tenancy - Smoking Not Allowed on Premises

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 on the premises.
- (b) For the purposes of this Special Term a dwelling contained on the Premises shall include any enclosed area, room or structure attached to the dwelling, including but not limited to any garage, sunroom or enclosed veranda. A dwelling shall include any structure on the Premises designed to be used as a residence for human habitation.

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

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Annexure A

Property

Tenant agrees they have accepted the property as is, as inspected

Agent's Entry

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

- (1) carry out quarterly inspections of the Premises by a representative of the Agent
 - (2) check that any breaches of the tenancy have been rectified
 - (3) through itself or its authorised tradespeople, enter the Premises to carry out maintenance and repairs
- And if the Tenant/s are not present, the Agent is authorised to enter the Premises using its own keys.

Air Conditioning Filters and Exhaust Fans

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

Blinds and Curtains Cords

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

Care of Premises

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

Change of Details

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

Cleaning Appliances

All appliances, electrical or otherwise, must be maintained in a fit and proper condition and used only in accordance with manufacturer's instructions or specifications.

Connection of Services

The Tenants acknowledge and agree it is the Tenants' responsibility to arrange for connection of electricity, gas, internet and telephone upon commencement of occupancy and termination of services when vacating the Premises.

Curtains

Curtains are to be cleaned in accordance with the Lessor's/Agent's instruction from time to time as reasonably required and upon vacating the Premises.

Driveway or Car Space Areas

Where the Premises includes a car space and/or driveway for the Tenant's exclusive use, the Tenant acknowledges and confirms it is the Tenant's responsibility to keep such areas free of oil stains and otherwise keep such areas clean and tidy.

Electronic Communications Servicing the Premises

The Tenant must satisfy itself as to the provisions of any electronic communication services to the Premises (internet, television - analogue, digital or cable). The Lessor gives no warranty in respect to the provisions or adequacy of such services to the Premises.

Keys - Collection and Return

The parties agree and the Tenants acknowledge keys are to be returned between by 4.30pm on the day of vacating.

Pay TV - Not Installed at the Premises

- 1. The parties acknowledge there is currently no pay TV service installed or connected to the Premises. The Tenant will not, without first having obtained the Lessor's approval in writing, have installed or connected to the Premises any pay TV service. Such approval shall be solely at the discretion of the Lessor.
- 2. At the end of the tenancy the Tenant will not remove the connection without the Lessor's approval.

Plants (On Timber Flooring)

Plants or their containers are not to be placed directly onto timber floors or decking.

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Annexure B

Plants (Removal)

The Tenant shall not cause plants to be added to or removed from the Premises grounds without first obtaining written consent from the Lessor.

Plugs

The Tenant acknowledges that all plugs for the kitchen, bathroom/s, laundry and the Premises in general, remain with the Premises at the end of the tenancy if provided. Failing which, the Tenant will be responsible for replacement.

Repairs and Maintenance - Written Notice

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

Smoking

Units in a Community Title Scheme - No smoking by any Tenant or guest is permitted in the indoor areas of the unit or terrace house or in any lifts, foyers or other common areas nor shall the Tenant leave around the Premises, debris arising from smoking.

House - No smoking inside the property

Termite Inspection and Maintenance Access

The Tenant's property may not be stored in such a way as to prevent proper access for termite inspection or treatment to take place.

Timber Floors

The Tenant(s) will use felt protectors (or similar product) on the bases of any furniture placed on timber floor surfaces in order to prevent scratches or other damage.

Tradesperson Call-out Where Tenant is Responsible

If the Tenant/s requests the services of a tradesperson to carry out repairs on the Premises and there is no fault found or the fault is found to have been caused by the Tenant/s or their guests or the Tenant's own property, the Tenant/s acknowledge and agree they will be responsible for payment of the fees charged by such tradesperson. This includes emergency call-outs for smoke alarm and any other issue if it is to be found that the tenant was at fault.

Vehicles

The parties agree the Tenant and/or the Tenant's invitees are not to park or store vehicles including trailers on areas other than those designated for parking.

Lease amendments

The tenant/s will pay upfront \$100.00 inclusive GST for any amendment to the Lease conditions after it has been approved and executed. In the event that this relates to request for approval for one or more additional tenants, the fee will be \$100.00 inclusive of GST per person.

Break Lease - The tenant/s will pay the costs for breaking the lease in advance as per the Residential Tenancies and Rooming Accommodation and Other Legislation Amendment Act 2024

After hours lock out

After hours lock out fee \$200.00 inc GST payable upon invoice within 7 days. If Agent is unavailable it is the tenant responsibility to call a locksmith at their cost to gain entry.

Unallocated funds

The tenant/s agree to pay the bank charge fee of \$30 if their rental funds are not paid in the correct manner and cannot be identified by the Agent. This is to be paid to the Professionals Southport upon invoice.

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Annexure C

Gas Bottle

Where bottled gas is used the Tenant will maintain the supply and at the conclusion of the tenancy leave the gas bottles in place for the next tenancy.

Grass Clippings (only required if there are gardens & lawns)

Addendum - Special Terms 47(2)(g) is amended to read as follows:

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

Pets - During Inspections

The Tenant agrees it will ensure during all inspections that pets permitted by the lease to be on the Premises do not create a nuisance and are either restrained or removed.

Water Usage Charge - Tenant to Pay (applicable only if separately metered)

1. The tenant/s will be responsible for all water consumption and will pay within 30 days of invoicing calculated at the current rate as charged by the water provider. If the tenancy commences or terminates during a rate period, the amount/s payable by the tenant are determined on a pro-rate bases.

2. If the property is not water compliant, but is individually metered, the Lessor agrees to pay 30% of the water usage and the tenant will pay 70% of the water usage.

Furnished Premises - Replacement of Inventory Items

The Tenant acknowledges and confirms the Tenant agrees to replace any broken or missing inventory items that are part of a matched set with a matching set if the singular item cannot be replaced. In all instances items must be replaced with same for same or as agreed by the lessor's agent.

Furnished Premises - Removing Furniture

The Tenant acknowledges and confirms that no furniture or furnishings of the Lessor may be removed from the Premises during the tenancy without prior arrangement and written permission from the Lessor.

Furnished Premises - Cleaning of Furniture

The Tenant acknowledges and confirms it will leave all furniture in a clean condition on exiting the Premises. The Tenant will, during the term of the tenancy, have all marks and stains removed promptly. All such items to be professionally cleaned at vacate.

Bond Clean

Tenant acknowledges that a professional bond clean is required at Tenant expense upon end of occupancy. The bond clean is to include walls, blinds and/or curtains. Tenant is to provide receipt to Agent.

Carpet Clean

Tenant acknowledges that a professional carpet clean and stain removal, but not limited to, is required at Tenant expense upon end of occupancy. Tenant is to provide receipt to Agent.

Fumigation

Tenant acknowledges that they must have a general pest spray (cockroaches, ants & spiders) carried out during the tenancy, at their own expense as required. This is to be done by a professional pest control company. The tenant also acknowledges, that if they have a pet, they are responsible to have a flea spray carried out as required during the tenancy, at their own cost, and again, by a professional pest control company. Both general pest control and a flea spray must be carried out at vacate, at the tenants expense, by a professional pest control company. Tenant is to provide a receipt to Agent.