

Property occupations Form 6



Queensland
Government

Appointment and reappointment of a property agent, resident letting agent or property auctioneer

Property Occupations Act 2014

This form is effective from 1 October 2015

ABN: 13 846 673 994

Part 1—Client details

Client 1

Note: The client is the person or entity appointing the agent to provide the services. This may be the owner (or authorised representative of the owner) of the land, property or business that is to be sold or may be a prospective buyer seeking to purchase land or a property.

Client name Simon Charles MASTERS

ABN ACN

Are you registered for GST? Yes No

Address 10 Toorak Crescent

Suburb EAST MELBOURNE State VIC Postcode 3003

Phone (03) 2826 4312 Fax Mobile 0411 333 242

Email address jesi@bigpond.net

Client 2

Note: Annexures detailing additional clients may be attached if required.

Client name Jean MASTERS

ABN ACN

Are you registered for GST? Yes No

Address 10 Toorak Crescent

Suburb EAST MELBOURNE State VIC Postcode 3003

Phone (03) 2826 4312 Fax Mobile 0411 333 242

Email address jesi@bigpond.net

Part 2—Licensee details

Licensee type

More than one box may be ticked if appropriate.

Note: Annexures detailing conjuncting agents may be attached if required.

Real estate agent Resident letting agent Property auctioneer

Agency name (if applicable) NJB Pty Ltd trading as REIQ Realty

Licensee name NJB Pty Ltd

ABN 82 654 987 111 ACN 654 987 111

Licence number 9658245 Expiry 27 / 02 / 2017
DD MM YYYY

Address 21 Turbo Drive

Suburb COORPAROO State QLD Postcode 4151

Phone (07) 3249 1111 Fax (07) 3249 2222 Mobile 0418 041 804

Email address info@reiqrealty.com.au

Part 3—Details of property or business that is to be sold, let, purchased, or managed

Please provide details of the property, land, or business as appropriate.

Note: Annexures detailing multiple properties may be attached if required.

Description

Residential house and land

Address 29 Running Creek Lane

Suburb BROOKFIELD VALLEY

State QLD

Postcode 4343

Lot 42

Plan SP23591

Parish/County Parish: PARKER County: BROOKFIELD

Title reference 20566321

Part 4—Appointment of property agent

Section 1

Performance of service

Annexures detailing the performance of service may be attached if required.

The client appoints the agent to perform the following service/s:

Sale Purchase Letting / collection of rent / management

Leasing (Commercial agents)

Auction Auction date / / (must be completed)
DD MM YYYY

Other (please specify)

Section 2

Term of appointment

Sole and exclusive appointments: for sales of one or two residential properties, the term is negotiable and agent can be appointed or reappointed up to a maximum of 90 days per term. There are no limitations on the length of an appointment for anything other than a residential property sale.

Single appointment for a particular service or services

Start DD / MM / YYYY End DD / MM / YYYY

Continuing appointment for a service or a number of services over a period

Start 01 / 07 / 2015
DD MM YYYY

Section 3

Price

State the price for which the property, land or business is to be sold or let.

Note: Bait advertising is an offence under the Australian Consumer Law.

Reserve List Letting

\$ 680.00 per week

• For auctions: If a reserve price is unknown at the time of appointment, it can be advised in writing at a later date.

• For residential property auctions and residential properties to be marketed without a price: If the client agrees to marketing via an *electronic listing provider*, the client agrees for the agent to disclose to the *electronic listing provider* a price or price range of

\$..... to establish a search criteria.

Section 4

Instructions/conditions

The client may list any condition, limitation or restriction on the performance of the service.

Note: Annexures detailing instructions/conditions may be attached if required.

Agent must conduct four (4) inspections per year

Use REIQ Tenancy agreement

Require maximum bond

Part 5—Termination of appointment

Residential sales of 1 or 2 properties only	<p>Open listing: You may terminate in writing at any time.</p> <p>Sole or exclusive: The client and agent can agree in writing to end the appointment early. For appointments of 60 days or more, either party can end the appointment by giving 30 days written notice, but the appointment must run for at least 60 days unless both parties agree to an earlier end date.</p>
Open listing	You may terminate an open listing for either commercial or residential property sales at any time.
Other fixed term appointments (excluding residential property sales)	The parties may agree to a fixed term appointment of their choice. This term may be ended earlier by mutual agreement.
Continuing appointments (for example: letting, collection of rents etc)	You may terminate in writing with 30 days notice, or less if both parties agree.

Part 6—PROPERTY SALES: open listing, sole agency or exclusive agency

To the client

You may appoint an agent to sell a property or land on the basis of an open listing, or a sole agency, or exclusive agency.

The following information explains the circumstances under which you will, and won't, have to pay a commission to the agent if the property is sold during their term of appointment.

OPEN LISTING

- You appoint the agent to sell the property but you retain a right to appoint other agents on similar terms, without penalty or extra commission.
- No end date required.
- Appointment can be ended by either you or the agent at any time by giving written notice.

When you must pay the agent

- The agent is entitled to the agreed commission if the agent is the effective cause of sale.

When you don't have to pay the agent

- If the client sells the property privately and the agent is not the effective cause of sale i.e.: purchaser did not contact the agent, did not attend open house inspections etc.

SOLE AGENCY

When you must pay the agent

- If you appoint a new agent during an existing agent's sole agreement term and the property is sold during that term, you may have to pay:
 - A commission to each agent (two commissions)
 - Damages for breach of contract arising under the existing agent's appointment

When you don't have to pay the agent

- If the client sells the property privately and the agent is not the effective cause of sale i.e.: purchaser did not contact the agent, did not attend open house inspections etc.

EXCLUSIVE AGENCY

When you must pay the agent

- The client will pay the appointed agent whether this agent, any other agent, or person (including the client themselves) sells the property during the term of the appointment.
- If the client sells the property, the exclusive appointment expires and if the agent was the effective cause of sale (introduced the buyer to the property) the agent may be entitled to commission.

At the end of the sole or exclusive agency, the parties Agree Do not agree

that the appointment will continue as an open listing. (Please tick whichever is relevant)

Part 6—PROPERTY SALES: open listing, sole agency or exclusive agency continued

Acknowledgement for sole and exclusive agency

I/we acknowledge the appointed agent has provided me/us with information about sole and exclusive agency appointments.

Vendor/s

Date DD / MM / YYYY

Vendor/s

Date DD / MM / YYYY

Agent

Date DD / MM / YYYY

Part 7—Commission

To the client

The commission is negotiable. It must be written as a percentage or dollar amount.

Make sure you understand when commission is payable. If you choose 'Other' and the contract does not settle, the agent may still seek commission.

To the agent

You should ensure that commission is clearly expressed and the client fully understands the likely amount and when it is payable. Refer to section 104 and 105 of the *Property Occupations Act 2014*.

The client and the agent agree that the commission including GST payable for the service to be performed by the agent is:

Refer to the attached Property Management Schedule and Clause 4.7 of the Essential Terms and Conditions

When commission is payable

For sales, including auctions, commission is payable if a contract is entered into and settlement of the contract occurs.

Refer to the attached Property Management Schedule and Clause 4.7 of the Essential Terms and Conditions

Other (for specific other circumstances in which commission is payable see annexure).

For all other types of appointments:

Part 8—Authorisation to incur fees, charges and expenses

The client authorises the agent to incur the following expenses in relation to the performance of the service/s. Annexures may be attached if required.

<p>Section 1 Advertising/marketing</p> <p>To the client</p> <p>Your agent may either complete this section or attach annexures of marketing/ advertising activities. In either case, the <i>authorised amount</i> must be written here.</p>	<p>Refer to attached Property Management Schedule and Clause 4.7 of the Essential terms and Conditions</p> <p>Authorised amount \$ 250.00</p> <p>When payable / / </p> <p> DD MM YYYY</p>		
<p>Section 2 Repairs and maintenance (if applicable) Property management</p>	<p>The maximum value of repairs and maintenance to be paid by the agent without prior approval by the client is \$ Two (2) weeks rent for the repair and/or maintenance of any one item</p>		
<p>Section 3 Other</p> <p>Description of fees and charges.</p> <p>The agent may either complete this section or attach annexures.</p>	<p>Description</p> <p>Refer to Item F of the attached Property Management Schedule & clause 4.7 of the Essential Terms & Conditions</p>	<p>Amount</p> <p>.....</p> <p>.....</p> <p>.....</p>	<p>When payable</p> <p>.....</p> <p>.....</p> <p>.....</p>
<p>Section 4 Agent's rebate, discount, commission or benefit incurred in the provision of or performance of the service</p>	<p>Service</p> <p>Insurance Insurance</p>	<p>Source</p> <p>XYZ Landlords Insurance ABC Insurance</p>	<p>Estimated amount</p> <p>The agent may receive \$10 per annum per policy. The agent may receive \$20 per annum per policy.</p>
<p>.....</p>			

Part 9—Signatures

WARNING: THE CLIENT IS ADVISED TO SEEK INDEPENDENT LEGAL ADVICE BEFORE SIGNING THIS FORM.
 This form enables the client to appoint, or reappoint, a property agent, resident letting agent or property auctioneer (the 'agent') for the sale, letting/management, collection of rent, auction or purchase of real property, land or businesses. This form must be completed and given to the client before the agent performs any service for the client. Failure to do so may result in a penalty and loss of commission for the agent. If you are unclear about any aspect of this form, or the fees you will be charged, do not sign it. Seek legal advice. If you need more information about this form including what an agent needs to disclose, you can visit the Office of Fair Trading website at www.qld.gov.au/fairtrading or phone on 13 QGOV (13 74 68).

Client 1	Full name Simon Charles MASTERS Signature <i>Simon Masters</i> 01 / 07 / 2015 D D M M Y Y Y Y
Client 2	Full name Jean MASTERS Signature <i>J. Masters</i> 01 / 07 / 2015 D D M M Y Y Y Y
Agent A registered real estate salesperson working for an agency can sign this form on behalf of the licensed agent.	Full name NJB Pty Ltd trading as REIQ Realty Signature <i>Tony Brown</i> 01 / 07 / 2015 D D M M Y Y Y Y
Schedules and attachments List any attachments.	1. Property Management Schedule and Essential Terms and Conditions

Part 10—Reappointment

Use this section to reappoint your agent. A new appointment form is required if any of the terms or conditions are to change. Your agent can only be reappointed within 14 days before the contract ends - not before. Limitations apply on reappointments for sole or exclusive agency appointments for residential property sales.	I/we (the client) reappoint (the agent) to D D / M M / Y Y Y Y Client's name Signature D D / M M / Y Y Y Y Client's name Signature D D / M M / Y Y Y Y
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This is the end of the approved form. Please note, any annexures/schedules form part of the appointment contract.

03197_0915

Property Management Schedule

Residential Property

ITEMS SCHEDULE

A PRIOR APPOINTMENT

Pursuant to section 21 of the *Property Occupations Regulation 2014 (Qld)*, prior to accepting this Appointment of Property Agent, the Agent must take reasonable steps to find out whether the Client has already appointed another property agent to perform the service(s) listed in this Appointment of Property Agent.

- The Client acknowledges that the Agent has taken reasonable steps to find out whether the Client has already appointed another property agent to perform the service(s) listed in this Appointment of Property Agent.
- The Client further warrants that another property agent has not been appointed to perform the service(s) listed in this Appointment of Property Agent.
Note: The Client should refer to Clauses 4.1, 4.2 and 4.3 of the Essential Terms and Conditions.
- If the Client is not able to warrant that another property agent has not been appointed to perform the service(s) listed in this Appointment of Property Agent, the Client acknowledges that a statement in accordance with section 21 (4) of the *Property Occupations Regulation 2014 (Qld)* has been provided by the Agent.
Note: A copy of the statement provided to the Client must be annexed to this Appointment of Property Agent.

B PROPERTY DETAILS

Note: This section must be completed based on the Client's instructions.

	(Total number of)		(Total number of)
Bedrooms	4	Dining/Kitchen combined	
Lounge	1	Pantry	W/ 1
Dining	1	Ensuite	1
Lounge/Dining combined		Separate toilets	2
Rumpus/Family	1	Separate shower	2
Media room		Laundry	1
Bathroom	2	Study/Office	1
Kitchen	1	Garden shed/shed/stables	1
Other rooms			

Facts material to the lease of the Property:
Agent must take reasonable steps to find out/verify any facts material to the lease of the Property

C DATE PROPERTY AVAILABLE FOR OCCUPANCY

Date available: 6 July 2015

D RENT

Rent to be paid to:

- Client
- Financial Institution: Westpac

ACCOUNT NAME: S and J MASTERS

BRANCH: TOORAK BSB: 123 456 ACCOUNT NO.: 789 1011

Other:

Payment to be made and statement issued:

- Monthly
- Other (please specify): Payment twice monthly, Statement at end of month

INITIALS

E COMMISSIONS

(Note: The Client should refer to Part 7 of the Property Occupations Form 6)

Where the commission is expressed as a percentage, the commission is actually worked out on:

- for the letting of the property - the actual rental for the property;
- for the collecting of rents - the actual amount of rent collected.

Description	Amount (GST inclusive)	When Payable
Letting commission:	220% of weekly rent	Upon execution of general tenancy agreement for property identified in Part 3
Rent collection commission:	Included	
Other:		

F FEES, CHARGES AND EXPENSES

(Note: The Client should refer to Part 8 of the Property Occupations Form 6)

Description	Amount (GST inclusive)	When Payable
Management fee:	9.9% of rent	Refer to Clause 4.7 of the Essential Terms and Conditions
Lease negotiation/Renewal fee:	Included	Refer to Clause 4.7 of the Essential Terms and Conditions
Maintenance/Repair fee:	Included	
Periodic inspection fee:	\$27.50	Refer to Clause 4.7 of the Essential Terms and Conditions
End of financial year statement fee:	\$44.00	Refer to Clause 4.7 of the Essential Terms and Conditions
Title search:	At cost	When title search conducted and client invoiced
Mediation/Tribunal fee:	\$99.00 per hour	For preparation and attendance of Tribunal matters. Payable when required.
(please describe)		
Other fees:		
Advertising/Marketing:	\$250.00 per letting	When advertising invoiced
Administrative Expenses: (e.g. postage, STD phone calls, fax transmissions and bank fees)		
Other Expenses: (e.g. title search at cost)		

INITIALS

G DISBURSEMENTS

To be paid by the Agent for the Client from money received for or from the Client:

Invoices for repair & maintenance charges: Yes No

All local and state government rates, charges and levies: Yes No

Body corporate levies: Yes No

Other: _____

H SERVICES

Water Charges

Client to complete, please select one of the following options.

The Client's instructions to the Agent with respect to the passing on of any or all of the water consumption charges in respect to the Property to the Tenant are:

The Client advises the Agent that the Property identified in Part 3 hereof does comply with the "prescribed water efficiency levels" and all water consumption charges in respect of the Property are passed on to the Tenant.

The Client advises the Agent that the Property identified in Part 3 hereof does not comply with the "prescribed water efficiency levels" and the property is individually metered for water. The Client will pay the reasonable amount of water costs up to:

_____ Kilitres, every _____ month/s.

The Tenant will pay for all water consumption charges above the Client's reasonable amount.

The Client advises that the property is not individually metered for water. The Client must pay all water costs.

Other instructions (please specify): _____

OTHER SERVICES

The tenant must pay for:

Yes or no. If yes, and not separately metered, specify proportion.

(a) electricity: No Yes _____ %

(b) gas: No Yes _____ %

(c) telephone: No Yes _____ %

(d) any other service that the tenant must pay _____ Foxtel

I EMERGENCY AND ROUTINE REPAIRS

Pursuant to section 185 of the Residential Tenancies and Rooming Accommodation Act 2008 (Qld), the Client is required, at the start of the tenancy, to ensure:

- (a) The Property and inclusions are clean; and
- (b) The Property is fit for the tenant to live in; and
- (c) The Property and inclusions are in good repair; and
- (d) He or she is not in breach of legislation dealing with issues about the health or safety of persons using or entering the property.

Whilst the tenancy continues, the Client has an ongoing obligation to:

- (a) Maintain the Property in a way that it remains fit for the tenant to live in; and
- (b) Maintain the Property and inclusions in good repair; and
- (c) Ensure that any legislation dealing with issues about the health or safety of persons using or entering the Property are complied with; and
- (d) If the Property includes a common area, this must be kept clean.

"Routine repairs" are defined in section 215 of the Residential Tenancies and Rooming Accommodation Act 2008 (Qld) as meaning "repairs that are not emergency repairs".

To ensure that the Client complies with his/her obligations under section 185 of the Residential Tenancies and Rooming Accommodation Act 2008 (Qld) referred to above, and with regard to the Client's instructions contained in Part 8, Section 2 of this Appointment of Property Agent, the Client authorises the Agent to arrange for routine and emergency repairs and maintenance.

INITIALS

I EMERGENCY AND ROUTINE REPAIRS (continued)

"Emergency repairs" are defined in section 214 of the Residential Tenancies and Rooming Accommodation Act 2008 (Qld) as meaning:

- (a) a burst water service or a serious water service leak;
- (b) a blocked or broken lavatory system;
- (c) a serious roof leak;
- (d) a gas leak;
- (e) a dangerous electrical fault;
- (f) flooding or serious flood damage;
- (g) serious storm, fire or impact damage;
- (h) a failure or breakdown of the gas, electricity or water supply to the Property;
- (i) a failure or breakdown of an essential service or appliance on the property for hot water, cooking or heating;
- (j) a fault or damage that makes the Property unsafe or insecure;
- (k) a fault or damage likely to injure a person, damage property or unduly inconvenience a tenant of the Property;
- (l) a serious fault in a staircase, lift or other common area of the Property that unduly inconveniences a tenant in gaining access to, or using, the Property.

The Agent will use his/her best endeavours to engage the following contractors who have been nominated by the Client, pursuant to Section 216 of the Residential Tenancies and Rooming Accommodation Act 2008 (Qld), to effect emergency maintenance and repairs:

Electrical repairs:		BUSINESS PHONE:	MOBILE:
NAME:	Sparky Electrical		0412 345 678
Plumbing repairs:		BUSINESS PHONE:	MOBILE:
NAME:	Use agency preferred plumber		
Smoke alarm contractor:		BUSINESS PHONE:	MOBILE:
NAME:	Smoke Alarms R Us		0404 171 717
Other:		BUSINESS PHONE:	MOBILE:
NAME:			
NAME:		BUSINESS PHONE:	MOBILE:

The Client acknowledges that this information will be given to the tenant. The Client further warrants that the nominated repairers are:

- (i) Appropriately qualified (if applicable);
- (ii) Licensed (if applicable);
- (iii) Hold adequate public liability insurance; and
- (iv) Hold adequate professional indemnity insurance (if applicable) with respect to the discharge of their duties and/or the provision of their services.

J WARRANTY OR MAINTENANCE CONTRACTS

Appliance:	Dishwasher	With:	Miele	Expiry:	03 March 2017
Appliance:		With:		Expiry:	
Appliance:		With:		Expiry:	
Appliance:		With:		Expiry:	

K APPROVAL FOR PETS

The Client permits the Tenant to keep pets at the Property: Yes No

Conditions (if any): Strictly outside only

L POOL SAFETY

Does the property have a regulated pool? Yes - Refer to attached Pool Safety Annexure No

M NUMBER OF APPROVED OCCUPANTS TO RESIDE AT THE PROPERTY

The Client permits 4 (subject to tenancy application and client approval) occupants to reside at the Property.

INITIALS

N SPECIAL CONDITIONS FOR TENANCY

Note: This section should be completed by the Client or the Client's solicitor. Pursuant to section 24 of the Legal Profession Act 2007 (Qld), an Agent is prevented from inserting or altering special terms or conditions unless:

- (1) Authorised by the client to do so; OR
- (2) The special terms and conditions are provided to the Agent in writing as an insertion or alteration to be included; OR
- (3) The special terms and conditions were originally drafted by a solicitor and have not been altered.

Note: A POA licensee cannot provide legal advice in relation to this contract or any other document such as the General Tenancy Agreement.

SPECIAL CONDITIONS:

Not applicable

O INSURANCE *Note: This section must be completed by the Client.*

Public Liability Insurance:	INSURER: AON Insurance	POLICY NUMBER: AON123456
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Note: See Clause 4.15.1 of the Essential Terms and Conditions. The Client MUST have Public Liability Insurance.

Building Insurance:	INSURER: AON Insurance	POLICY NUMBER: AON123456
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Contents Insurance:	INSURER: AON Insurance	POLICY NUMBER: AON123456
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Lessor (Landlord Protection) Insurance:	INSURER: AON Insurance	POLICY NUMBER: AON123456
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P BODY CORPORATE

Name of Plan/Body Corporate: _____
 CTS: _____

Secretary:
 NAME: _____

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: _____ FAX: _____ EMAIL: _____

Corporate Manager:
 NAME: _____

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: _____ FAX: _____ EMAIL: _____

Note: It is a requirement under section 69 of the Residential Tenancies and Rooming Accommodation Act 2008 (Qld) that a copy of the relevant by-laws be provided when the tenancy agreement is given to the Tenant for signing.

INITIALS

Q CLIENT'S EMERGENCY CONTACT

NAME: Paul HOBSON

ADDRESS: 13 Bay Street

SUBURB: TOORAK STATE: VIC POSTCODE: 3003

PHONE (W): _____ PHONE (H): _____ MOBILE: 0448 4938 4990 EMAIL: _____

R PRIVACY

The Client acknowledges that they have, where necessary, been provided with and completed, a Privacy Notice and Consent by the Agent in the form annexed to this Appointment of Property Agent or located on the Agent's website at:
www.reiqrealty.com.au/privacy

and they fully understand that the collection and use of personal information contained in the *Property Occupations Form 6 - Appointment and reappointment of a property agent, resident letting agent or property auctioneer*, this Schedule, the Essential Terms and Conditions and any additional annexures, is in accordance with the Privacy Notice and Consent.

S SIGNATURES

Client 1: Simon Masters Date: 01 July 2015

Client 2: J Masters Date: 01 July 2015

Agent: Tony Brown Date: 01 July 2015

INITIALS

ESSENTIAL TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1 **"Agent"** means the party described in Part 2 of the Appointment of Property Agent.
- 1.2 **"Appointment of Property Agent"** means the Queensland Government Property Occupations Form 6 - Appointment and reappointment of a property agent, resident letting agent or property auctioneer. These terms and conditions and the Schedule are annexed to the Appointment of Property Agent.
- 1.3 **"Client"** means the party described in Part 1 of the Appointment of Property Agent.
- 1.4 **"Commission"** means the commission stated in Part 7 of the Appointment of Property Agent and detailed in Item E of the Schedule (if applicable).
- 1.5 **"Condition Report"** means a report which conforms either to section 65 and 66 (as the case may be) of the *Residential Tenancies and Rooming Accommodation Act 2008 (Qld)*.
- 1.6 **"Emergency Repairs"** means the repairs defined in section 214 of the *Residential Tenancies and Rooming Accommodation Act 2008 (Qld)*.
- 1.7 **"General Tenancy Agreement"** means the current standard RTA General Tenancy Agreement conforming to the requirements of the *Residential Tenancies and Rooming Accommodation Act 2008 (Qld)* or such other tenancy agreement, for example the REIQ General Tenancy Agreement, applying to the letting of the Property.
- 1.8 **"Property"** means the property described in Part 3 of the Appointment of Property Agent and Item B of the Schedule.
- 1.9 **"Relevant Legislation"** includes the *Residential Tenancies and Rooming Accommodation Act 2008 (Qld)*, the *Body Corporate and Community Management Act 1997 (Qld)*, the *Property Law Act 1974 (Qld)*, the *Work Health and Safety Act 2011 (Qld)*, the *Building Act 1975 (Qld)*, the *Building Code of Australia*, the *Anti-Discrimination Act 1991 (Qld)*, the *Competition and Consumer Act 2010 (Cth)*, *Australian Consumer Law (Queensland)*, the *Fair Trading Act 1989 (Qld)*, the *Fire and Emergency Services Act 1990 (Qld)*, the *Building and Other Legislation Amendment Act 2010* and the *Property Occupations Act 2014 (Qld)* as amended or replaced from time to time.
- 1.10 **"RTA"** means the Residential Tenancies Authority.
- 1.11 **"Schedule"** means the Residential Property Management Schedule.
- 1.12 **"Tenant"** means a person(s) with whom the Client has entered into a General Tenancy Agreement for the letting of the Property.

2. WHAT MAKES UP THIS AGREEMENT

This Agreement comprises the following parts:

- 2.1 Appointment of Property Agent;
- 2.2 Schedule;
- 2.3 Essential Terms and Conditions;
- 2.4 Any additional annexures.

3. CLIENT APPOINTS AGENT

- 3.1 For the Commission and other fees payable by the Client, the Agent agrees to manage the Property for the Client in accordance with this Agreement.

4. CLIENT'S OBLIGATIONS

The Client must:

- 4.1 to the extent permitted by law, revoke in writing and finalise any pre-existing Appointment of Property Agent given to any other property agent to let or to manage the Property;
- 4.2 not let or manage the Property as principal, or appoint any person to let or manage the Property other than the Agent for the term of this Agreement;

- 4.3 refer to the Agent any prospective tenant(s) that contacts the Client;
- 4.4 immediately inform the Agent of any changes concerning the Property;
- 4.5 meet all obligations imposed by Relevant Legislation and any General Tenancy Agreement entered into by the Client with a Tenant;
- 4.6 unless otherwise stated in Items G and H of the Schedule, pay all charges, levies, premiums, rates or taxes for the Property other than a service charge;
For example: Body Corporate levies, council general rates, sewerage charges and environment levies and land tax;
- 4.7 pay all Commission, fees and expenses specified in Parts 7 and 8 of the Appointment of Property Agent and Items E and F of the Schedule to the Agent as and when such amounts are payable;
- 4.8 pay for the installation of the first telephone line to the Property;
- 4.9 pay for all repairs and maintenance;
- 4.10 promptly give instructions to the Agent when requested to do so by the Agent;
- 4.11 immediately notify the Agent of any changes to the contact details specified in Part 1 of the Appointment of Property Agent;
- 4.12 supply and maintain all locks necessary to ensure the Property is reasonably secure, and at the Client's cost, provide a key for each lock to the Tenant and Agent, and if there is more than one tenant, provide to each further Tenant a key for each lock that secures an entry to the Property or secures a road or other place that is normally used to gain access to, or leave, the area or building in which the Property is situated;
- 4.13 observe the terms of any General Tenancy Agreement made by the Agent on behalf of the Client;
- 4.14 have the Property treated for pests as required (no more than annually) at the Client's cost;
- 4.15 obtain and maintain insurance policies for:
 - 4.15.1 public liability providing cover to a minimum of \$10 million;
 - 4.15.2 provide to the Agent, upon request (no more than annually), a certificate of currency of the insurance taken out in accordance with Clause 4.15.1;
- 4.16 if the Client decides to sell the Property, advise the Agent in writing that the Property is for sale and identify the property agent with whom the Property is listed for sale;
- 4.17 where applicable, negotiate with the Body Corporate to ensure full co-operation with and access by the Agent to the building for the purposes of managing and letting the Property;
For example: ensure the Body Corporate provides the Agent with a copy of the Body Corporate by-laws and provide the Agent with confirmation of Body Corporate (as the regulated pool owner) compliance with pool safety requirements;
- 4.18 if the Property includes a regulated pool, provide and keep the pool, pool fencing, pool gate and pool lock in good repair and in compliance with all applicable building and pool fencing legislation, regulations, by-laws and standards from time to time;
- 4.19 If there is a regulated pool owned by the Client, including a portable pool with a depth of 300mm or greater, the Client must ensure that a pool safety certificate is in effect prior to a General Tenancy Agreement commencing.

5. WHAT HAPPENS IF THE CLIENT IS IN DEFAULT UNDER A TENANCY AGREEMENT

- 5.1 If a General Tenancy Agreement is terminated due to the Client's breach, the Client must pay the Agent, as liquidated damages, an amount equal to the Commission and fees set out in Items E and F of the Schedule that would have been paid had the General Tenancy Agreement been duly completed, in addition to any other amount ordinarily payable to the Agent under this Agreement.

INITIALS

6. CLIENT'S WARRANTIES

The Client warrants that:

- 6.1 the Client has authority to enter into this Agreement and is:
 - 6.1.1 either the current registered proprietor of the Property or is in the process of becoming the registered proprietor of the Property; or
 - 6.1.2 properly authorised to deal with the Property and has provided evidence of such authority to the Agent;
- 6.2 all information given to the Agent about the Property is true and correct in all respects and is neither misleading nor deceptive nor likely to be either;
- 6.3 the Client has not withheld any information that might have caused the Agent not to enter this Agreement;
- 6.4 any regulated pool, pool fencing, pool gate and pool lock are in good condition and comply with all applicable building and pool fencing legislation, regulations, by-laws and standards from time to time;
- 6.5 that the Property has been fitted with a safety switch (or switches) in accordance with the requirements of the *Electrical Safety Regulation 2013* (Qld);
- 6.6 the Property Details are accurate and may be relied on by the Agent for any purpose in connection with the performance of the services to be provided under this Agreement including (but not limited to) advertising and marketing the Property;
- 6.7 that the Property has been fitted with compliant smoke alarm(s) as required by the *Fire and Emergency Services Act 1990* (Qld) and the Client will:
 - 6.7.1 maintain the smoke alarm(s) installed at the Property by cleaning and testing them 30 days before the start of a tenancy (including tenancy renewals); and
 - 6.7.2 replace all batteries in the smoke alarm(s) if, at the time of cleaning and testing, the batteries are flat or almost flat; and
 - 6.7.3 replace all smoke alarm(s) at the Property before they reach the end of their service life.
- 6.8 the Client is aware of section 185 of the *Residential Tenancies and Rooming Accommodation Act 2008* (Qld) and the Client is satisfied that the Property meets the criteria set out therein;
- 6.9 the Client will comply with the Client's obligations under section 185 of the *Residential Tenancies and Rooming Accommodation Act 2008* (Qld) throughout the term of this Agreement.

7. CLIENT'S ACKNOWLEDGEMENTS

The Client acknowledges that:

- 7.1 all communications under this Agreement must be given in writing to the parties' postal address, facsimile number, email address or mobile telephone number specified in Parts 1 or 2 of the Appointment of Property Agent;
- 7.2 the Client consents to the use of email and facsimile in accordance with the provisions set out in Chapter 2 of the *Electronic Transactions (Queensland) Act 2001* and the *Electronic Transactions Act 1999* (Cth);
- 7.3 the Agent's contractual obligations are limited to those contained in this Agreement;
- 7.4 the authority vested in the Agent by this Agreement extends to the Agent's employees, consultants and contractors from time to time;
- 7.5 the Agent gives no warranty as to the creditworthiness, character, suitability or fitness of any Tenant;
- 7.6 the Agent is not responsible to the Client for any default in payment of rent or otherwise on the part of the Tenant or for any damage done by or any unsatisfactory conduct on the part of any Tenant and whether or not such Tenant was approved by the Agent;
- 7.7 the Agent gives no warranty that the Property is clean and fit to live in nor safe to live in nor in a good state of repair nor that it complies with any building or pool safety requirements;

- 7.8 the Agent assumes no liability for the state or manner of construction of the Property at the time of entry into this Agreement or subsequently;
- 7.9 the Agent is not a licensed engineer, architect, builder, pool safety certifier or any other type of professional or tradesperson and is only responsible to report to the Client on matters that are readily apparent on a visual inspection undertaken in accordance with Clause 8.12 or which are reported to the Agent in writing by a third party in accordance with Clause 8.13;
- 7.10 without limiting the generality of Clause 7.9, the Agent is not responsible for identifying or reporting any latent defect in the Property, any defect in a floor surface in the Property, or for the maintenance or cleaning of a floor surface in the Property;
- 7.11 the Agent gives no warranty that any animal to be kept at the Property will not cause any harm, loss or damage or that the Property is suitable for keeping the animal, and the Agent is not responsible and will be held harmless by the Client for any loss, claim, suit or demand, brought, caused or contributed to, directly or indirectly, by the animal;
- 7.12 the Agent gives no warranty that any regulated pool on the Property, including a portable pool of a depth of 300mm or greater and/or as prescribed by Relevant Legislation, will not cause any harm, loss or damage or that the Property is suitable for a regulated pool, including a portable pool, and the Agent is not responsible and will be held harmless by the Client for any loss, claim, suit or demand, brought, caused or contributed to, directly or indirectly, by the regulated pool;
- 7.13 in accordance with Relevant Legislation, the pool safety certificate is to be obtained, maintained and renewed and a compliant fence is to be erected and maintained, as required by Relevant Legislation.

8. AGENT'S AUTHORITY

The Client authorises the Agent:

- 8.1 to deduct any monies due and payable to the Agent from the Client pursuant to this Agreement from any monies received by the Agent for and on behalf of the Client;
- 8.2 to pay from any monies received by the Agent, on behalf of the Client, any disbursements referred to in Item G of the Schedule or other expenses, including contractors' and trades peoples' fees, incurred by the Agent on behalf of the Client in the management of the Property;
- 8.3 to let the Property, and if necessary from time to time to re-let the Property, for a rental price that is in accordance with the instructions of the Client or in the absence of specific instructions, for a rental price which is reasonably obtainable;
- 8.4 to re-let the Property at market rental price for a fixed term (such as a 6 or 12 month term or other fixed term) unless otherwise advised in writing by the Client;
- 8.5 to advertise the Property as available for rent, at the Client's expense, as specified in Part 8, Section 1 of the Appointment of Property Agent and Item F of the Schedule;
- 8.6 to provide keys to prospective tenants to inspect the Property unsupervised, only when instructed in writing to do so by the Client;
- 8.7 to communicate to the Client an expression of interest whether written or oral, about the letting of the Property, at the Agent's sole discretion;
- 8.8 to make reasonable inquiry, to the extent permitted by the laws relating to privacy and discrimination, as to the ability of the prospective tenant(s) to meet the Tenant's obligations as specified in the General Tenancy Agreement current at the time the Client enters into this Agreement;
- 8.9 to negotiate and settle the terms of the General Tenancy Agreement with the Tenant in conformity with Relevant Legislation;

INITIALS

- 8.10 to accept and sign the General Tenancy Agreement and ancillary documents as Agent for the Client;
- 8.11 to demand and collect rent, bond money, key deposits and other monies (if any) payable to the Client from a Tenant(s) as and when these monies are due for payment and to pay bond money to the RTA in accordance with the Relevant Legislation;
- 8.12 to the extent permitted by the Relevant Legislation, to inspect the Property at least once during each 6 monthly period, unless otherwise expressly agreed and specified in the Schedule, and where the Agent considers reasonably necessary, to report as to the outcome of those inspections to the Client;
- 8.13 to give notice to the Client, in the manner specified in Clause 7.1 on receipt of a complaint or notification of any serious safety risk relating to the Property. The giving of notice pursuant to this clause is the extent of the Agent's authority;
- 8.14 to arrange for repairs and maintenance as authorised by the Client in writing (including the authorisation contained in Part 8, Section 2 of the Appointment of Property Agent). Emergency Repairs are to be dealt with immediately and all other repair and maintenance requests are to be dealt with in a timely fashion;
- 8.15 to exercise the Client's rights to vary or terminate any General Tenancy Agreement with a Tenant(s) to the extent permitted by the Relevant Legislation;
- 8.16 if considered necessary by the Agent (for example because of the frequency or the nature of the breach), to notify the Client of any unremedied breach by the Tenant(s) of the terms of his/her General Tenancy Agreement with the Client;
- 8.17 to complete and sign on behalf of the Client and serve all Condition Reports, documents and notices required to be given under the Relevant Legislation;
- 8.18 to demand and receive from the RTA, a Tenant's bond money to the extent of unpaid rent or other monies payable by that tenant under his/her General Tenancy Agreement with the Client;
- 8.19 where applicable, to obtain from the Body Corporate and to provide to the Tenant(s), access to a copy of the Body Corporate by-laws upon signing the General Tenancy Agreement.

9. APPOINTMENT OF SOLICITORS AND COMMERCIAL AGENTS

- 9.1 The Agent may appoint solicitors or licensed commercial agents, at the expense of the Client, to recover monies due from a Tenant (or former Tenant), with prior written approval of the Client.

10. AGENT'S OBLIGATIONS

The Agent must:

- 10.1 account to the Client in writing for all monies received, paid or appropriated in accordance with this Agreement;
- 10.2 notify the Client of the Property becoming vacant.

11. INDEMNITY

- 11.1 Unless a finding of negligence is established against the Agent, the Client indemnifies the Agent and therefore must pay the Agent for liability, loss or costs the Agent suffers or incurs from all actions, claims, demands, damages and expenses arising out of or in respect of its capacity as Agent of the Client;
- 11.2 Without limiting the generality of Clause 11.1, the Client indemnifies the Agent from and against all actions, claims, demands, losses, costs, damages and expenses arising out of or in respect of the Client's failure to give timely, appropriate or sufficient funds to or for the Agent to carry out an instruction or authority.

12. TERMINATION

- 12.1 If either party wishes to terminate this Agreement, it must be terminated in accordance with Part 5 of the Appointment of Property Agent and Sections 106 and 114 of the *Property Occupations Act 2014 (Qld)*, which provide that this Agreement ends on the date when one of the following happens:
 - 12.1.1 either the Client or the Agent exercise the option to revoke the Appointment of Property Agent under Sections 106 and 114 of the *Property Occupations Act 2014 (Qld)*, in which case the party exercising the option must give the other party at least 30 days written notice unless the Client and the Agent agree, in writing, to an earlier date for the Appointment of Property Agent to end; or
 - 12.1.2 the Client signs a transfer of, or contract to sell, the Property in which case the Client must give the Agent at least 30 days notice written unless the Client and the Agent agree, in writing, to an earlier date for the Appointment of Property Agent to end;
 - 12.1.3 the Client must give the notice referred to in Clause 12.1.2 above on the day that the Client signs the transfer of, or contract to sell, the Property.
- 12.2 The Client must pay to the Agent, all Commission and fees to which the Agent is entitled during the notice period outlined in Clause 12.1.1 and 12.1.2 above;
- 12.3 Any termination does not affect either party's pre-existing rights and obligations.

13. CLIENT AND AGENT'S ACKNOWLEDGEMENT

The Client and the Agent acknowledge that:

- 13.1 they have received a copy of the Property Occupations Form 6 - Appointment and reappointment of a property agent, resident letting agent or property auctioneer, the Schedule, these Essential Terms and Conditions and any additional annexures;
- 13.2 they have read and fully understood the Property Occupations Form 6 - Appointment and reappointment of a property agent, resident letting agent or property auctioneer, the Schedule, these Essential Terms and Conditions and any additional annexures, including the warranties and indemnities contained therein and agree to be fully bound by them.

14. ENTIRE AGREEMENT

- 14.1 This document constitutes the entire agreement of the parties with respect to the subject matter of this document and supersedes all prior negotiations or expressions of intent or understandings with respect to the appointment of the Agent to the Property.

INITIALS

Pool Safety Annexure to Property Occupations Form 6

Approval for a pool, including a portable pool.

Client name/s: Simon Charles MASTERS
Jean MASTERS

Property Address: 10 Toorak Crescent

SUBURB: EAST MELBOURNE STATE: VIC POSTCODE: 3003

The property does not have a pool:

There is no pool at the property

1. Where there is a proposed lease of a property with a regulated pool that is a shared pool:

Where there is an existing pool at the premises, has the Client obtained from the pool owner and supplied to the Agent a valid pool safety certificate for the pool or provided a notice in the approved form that a pool safety certificate will not be provided prior to the commencement of a tenancy agreement, in accordance with Relevant Legislation (as defined in Clause 1.8 of the Essential Terms and Conditions of the Agreement)?

Yes No

Conditions (if any):

2. Where there is a proposed lease of a property with a regulated pool that is not a shared pool:

Where there is an existing pool at the premises, has the Client obtained and supplied to the agent a valid pool safety certificate for the pool prior to the commencement of a tenancy agreement, in accordance with Relevant Legislation (as defined in Clause 1.8 of the Essential Terms and Conditions of the Agreement)?

Yes No

Conditions (if any):

3. Where there is a proposed lease of a property with no existing regulated pool and a proposal by a/the Tenant to erect a portable pool with a depth of 300mm or greater;

The Client permits the Tenant to have a portable pool at the property with a depth of 300mm or greater in accordance with the Relevant Legislation (as defined in Clause 1.8 of the Essential Terms and Conditions of the Agreement).

Yes No

Conditions (if any):

SIGNATURES

Client 1: Simon Masters Date: 01 July 2015

Client 2: J Masters Date: 01 July 2015

Agent: Tony Brown Date: 01 July 2015

INITIALS

General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008



Part 1 Tenancy details

Item 1

1.1 Lessor

Name/trading name **Simon Charles MASTERS and Jean MASTERS**

Address

C/- NJB Pty Ltd trading as REIQ Realty, 21 Turbo Drive COORPAROO QLD Postcode **4151**

1.2 Phone **(07) 3249 1111** Mobile Mobile Email **info@reiqrealty.com.au**

Item 2

2.1 Tenant/s

Tenant 1 Full name/s **Adrian OLIVER**

Phone **(07) 3875 1123** Email **adrianandangela@bigpond.com**

Tenant 2 Full name/s **Angela OLIVER**

Phone **(07) 3875 1123** Email **adrianandangela@bigpond.com**

Tenant 3 Full name/s

Phone 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 **NJB Pty Ltd trading as REIQ Realty**

Address

21 Turbo Drive

COORPAROO QLD Postcode **4151**

3.2 Phone **(07) 3249 1111** Mobile Mobile Email **info@reiqrealty.com.au**

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

29 Running Creek Lane

BROOKFIELD VALLEY QLD Postcode **4343**

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

As per RTA Form 1a - Entry Condition Report

Item 6

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

6.2 Starting on **07 / 07 / 2015** 6.3 Ending on **06 / 07 / 2016**

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



General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008



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

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

Item 9 **Method of rent payment** Insert the way 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 **Place of rent payment** Insert where the rent must be paid. See clause 8(4) to 8(6)

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 8)
 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	<input type="text" value="N/A"/>	Any other service stated in item 12.1	<input type="text" value="N/A"/>
Gas	<input type="text" value="N/A"/>	See special terms (page 8)	
Phone	<input type="text" value="N/A"/>		

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 8)

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 **17.1 Pets approved** Yes No See clause 24(1)

17.2 The types and number of pets that may be kept See clause 24(2)
 Type Number Type Number

Item 18 **Nominated repairers** Insert name and telephone number for each. See clause 31

Electrical repairs	<input type="text" value="Sparky Electrical"/>	Phone	<input type="text" value="0412 345 678"/>
Plumbing repairs	<input type="text" value="Plumbing Works"/>	Phone	<input type="text" value="0421 367 561"/>
Other	<input type="text" value="Smoke Alarms R Us"/>	Phone	<input type="text" value="(07) 3615 6133"/>

General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008



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.

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 3 days after the later of the following days -
 - (a) the day the tenant is entitled to occupy 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.

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

- (1) This clause applies if -
 - (a) this agreement is a fixed term agreement; and
 - (b) the tenant terminates it before the term ends in a way not permitted under the Act.
- (2) The tenant must pay the reasonable costs incurred by the lessor in reletting the premises.

Note - For when the tenant may terminate early under the Act, see clause 36 and the information statement. Under section 362, the lessor has a general duty to mitigate (avoid or reduce) the costs.

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 the 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
 - (c) if there is no way stated in this agreement for item 9 or no way agreed after the signing of this agreement - in an approved way under section 83(4).
- (4) The rent must be paid at the place stated in this agreement for item 10.
- (5) 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.
- (6) 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.

General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008



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) 6 months after the day the existing rent became payable by the tenant.
- (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, if this agreement is a fixed term agreement, the rent may be increased before the term ends only if a special term -
 - (a) provides for a rent increase; and
 - (b) states the amount of the increase or how the amount of the increase is to be worked out.
- (6) A rent increase is payable by the tenant only if the rent is increased under this clause.

11 Application to tribunal about excessive increase - s 92

- (1) If a notice of proposed rent increase is given and the tenant considers the increase is excessive, the tenant may apply to a tribunal for an order setting aside or reducing the increase.
- (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
- (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 and 166W

- (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.
- (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 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.
- (6) In this clause -

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

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

General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008



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 under the *Body Corporate and Community Management Act 1997* or *Building Units and Group Titles Act 1980* 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 by-laws.

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 Pets

- (1) The tenant may keep pets on the premises only if this agreement states for item 17.1 that pets are approved.
- (2) If this agreement states for item 17.1 that pets are approved and this agreement states for item 17.2 that only -
- (a) a particular type of pet may be kept, only that type may be kept; or
 - (b) a particular number of pets may be kept, only that number may be kept; or
 - (c) a particular number of a particular type of pet may be kept, only that number of that type may be kept.

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.
- (2) While the tenancy continues, the lessor must -
- (a) maintain the premises in a way that the premises remain fit for the tenant to live in; and
 - (b) maintain the premises in good repair; and
 - (c) ensure the lessor is not in breach of a law dealing with issues about the health or safety of persons using or entering the premises; and
 - (d) keep any common area included in the premises clean.
- Note -* For details about the maintenance, see the information statement.
- (3) However, the lessor is not required to comply with subclause (1)(c) or (2)(a) for any non-standard items and the lessor is not responsible for their maintenance if -
- (a) the lessor is the State; and
 - (b) the non-standard items are stated in this agreement and this agreement states the lessor is not responsible for their maintenance; and
 - (c) the non-standard items are not necessary and reasonable to make the premises a fit place in which to live; and
 - (d) the non-standard items are not a risk to health or safety; and
 - (e) for fixtures - the fixtures were not attached to the premises by the lessor.
- (4) In this clause -
- non-standard items** means the fixtures attached to the premises and inclusions supplied with the premises stated in this agreement for item 5.2.
- premises** include any common area available for use by the tenant with the premises.

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

- (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.

Subdivision 3 The dwelling

27 Fixtures or structural changes - ss 207-209

- (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.

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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).

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 the tenant may change locks if -
 - (a) both agree to the change; or
 - (b) there is a tribunal order permitting the change; or
 - (c) there is a reasonable excuse for making the change.

Example of a reasonable excuse -

an emergency requiring the lock to be changed quickly

- (2) The lessor or tenant must not act unreasonably in failing to agree to the change of a lock.
- (3) If a lock is changed, the party changing it must give the other party a key for the changed lock unless -
 - (a) a tribunal orders that a key not be given; or
 - (b) the other party agrees to not being given a key.

Subdivision 4 Damage and repairs

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

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

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 -
 - (a) the nominated repairer for the repairs; or
 - (b) if there is no nominated repairer for the repairs or the repairer can not be contacted - the lessor.

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 -
 - (a) the tenant has been unable to notify the lessor or nominated repairer of the need for emergency repairs of the premises; or
 - (b) 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 2 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.

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 tenant and the lessor agree in writing; or

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- (b) the lessor gives a notice to leave the premises to the tenant 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 the premises to the lessor and hands over vacant possession of the premises to the lessor on or after the handover day; or
- (d) a tribunal makes an order terminating this agreement; or
- (e) the tenant abandons the premises; or
- (f) after receiving a notice from a mortgagee under section 317, the tenant vacates, or is removed from, the premises.

Note - For when a notice to leave or a notice of intention to leave may be given and its effect and when an application for a termination order may be made to a tribunal, see the information statement

- (2) Also, if a sole tenant dies, this agreement terminates in accordance with section 277(7) or (8).

Note - See the information statement for details.

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

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

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)

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

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 requirement about a service charge.

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

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 - See the information statement for a list of the approved forms.
- (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.

General tenancy agreement (Form 18a)
Residential Tenancies and Rooming Accommodation Act 2008



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

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

Names of Approved Occupants: Adrian OLIVER, Angela OLIVER, Ben OLIVER and Mary OLIVER

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

Signature of lessor/agent

Name/trading name
NJB Pty Ltd trading as REIQ Realty

Signature
B Bishop Date 07 / 07 / 2015

in the presence of (witness)

Print name
Joe Jones

Witness signature
Joe Jones Date 07 / 07 / 2015

Signature of tenant 1

Print name
Adrian OLIVER

Signature
A Oliver Date 07 / 07 / 2015

in the presence of (witness)

Print name
Joe Jones

Witness signature
Joe Jones Date 07 / 07 / 2015

Signature of tenant 2

Print name
Angela OLIVER

Signature
Angela Oliver Date 07 / 07 / 2015

in the presence of (witness)

Print name
Joe Jones

Witness signature
Joe Jones Date 07 / 07 / 2015

Signature of tenant 3

Print name

Signature
 Date

in the presence of (witness)

Print name

Witness signature
 Date / /

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 in the special terms 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 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) keep the premises free from pests and vermin;
- (f) keep the walls, floor, 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) not intentionally or negligently damage the premises and inclusions;
- (h) only hang clothing and other articles outside the premises in areas designated by the lessor or the lessor's agent;
- (i) 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;
- (j) 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);
- (k) where the lessor has consented to animals being kept at the premises, the tenant must ensure all animals are kept in accordance with relevant local laws, state laws and federal laws including but not limited to, the *Animal Management (Cats & Dogs) Act 2008* and the *Animal Care and Protection Act 2001* where applicable;

(2) The obligations of the tenant at the end of the occupancy regarding the condition of the premises include -

- (a) If the carpets were professionally shampooed or steam cleaned at the start of the tenancy, having the carpets shampooed or steam cleaned:
 - (i) to the same standard they were in at the start of the tenancy, fair wear and tear excepted on the last day of the occupancy; and
 - (ii) giving the lessor or lessor's agent a copy of the relevant carpet cleaner's receipt or other relevant evidence to demonstrate that the tenant has complied with this requirement; and
 - (iii) giving the lessor or lessor's agent a copy of any professional carpet cleaner's receipt;
 - (iv) if birds or animals have been kept at the premises, to pay for the premises to be fumigated and deodorised by a professional fumigator.
- (b) repairing the tenant's intentional or negligent damage to the premises or inclusions;
- (c) returning the swimming pool, filter and spa equipment (if any) to a clean condition with correct chemical levels having regard to their condition at the start of the tenancy;
- (d) removing rubbish;
- (e) replacing inclusions (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.

(3) If the tenant does not meet the tenant's obligations at the end of the tenancy the lessor or the lessor's agent may pay for this to be done and claim the cost of doing so from the rental bond.

47 Locks and keys and remote controls

(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) The tenant must return all keys, access keycards and/or any remote controls to the lessor or the lessor's agent at the end of the tenancy.

48 Early termination by tenant

If the tenancy is breached before the end of the tenancy specified in item 6 despite other provisions of this agreement the lessor may claim from the tenant -

- (a) the rent and service charges until the lessor re-lets the premises or the end of the tenancy as specified in item 6 whichever is the earlier; and
- (b) the reasonable costs (including advertising costs) of re-letting and attempting to re-let the premises. (Sections 173(2) and 420).

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Special Terms *continued...*

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49 Liability excluded

The tenant shall be liable for and shall indemnify and defend the lessor or the lessor's agent, its directors, officers, employees, and agents, 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 or breach of this agreement or obligations under the Act.

50 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 or breach of this agreement or obligations under the Act.

51 Tenant's insurance

It is the tenant's and approved occupant's responsibility to adequately insure their own property and possessions.

52 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 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 becomes 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 clause, 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.

53 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 clause 53(1) and 53(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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PART C – Case study section

With the information contained in the completed PO Form 6 and Form 18a together with the following:

Current rent paid to date: 3/08/2015 (inclusive)
 Rental Bond number: 987184-X

You are required to prepare the following forms;

1. RTA Form 11 Notice to remedy breach for rent arrears
2. RTA Form 12 Notice to leave for failure to remedy the breach for rent arrears
3. QCAT Application to seek an order to terminate the tenancy due to the tenants' failure to leave the premises. The date of lodgement of the application must be included on the application.

NOTE Timeframes for all notices are based on the documents being **hand-delivered** and the **minimum timeframes PERMISSIBLE** under the Residential Tenancies and Rooming Accommodation Act. **THIS REQUIREMENT IS A CRITICAL ELEMENT OF COMPETENCY.**

The fees included in the completed forms attached do not represent any indication of industry averages and are purely supplied as an indication of how to complete documentation.

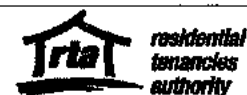
Trainer feedback if relevant

Trainer-use only

Trainer use only

Notice to remedy breach (Form 11)

*Residential Tenancies and Rooming Accommodation Act 2008
(Section 325)*



Name/s and address

	Postcode

1 Address of the rental property

	Postcode
--	----------

2 Notice issued by Lessor Agent Tenant/s

Full name/trading name	Phone
1.	
2.	
3.	

3 Notice issued to Lessor Agent Tenant/s

Full name/trading name
1.
2.
3.

4 Details of the breach

5 If this notice is given for rent arrears

Date rent was paid to / /	Number of days rent is overdue 	Amount of rent owing on the date this notice was issued* \$	* any new rent due during the breach process must be paid on time
------------------------------	------------------------------------	--	---

6 Notice issued on

Day /	Date / /	Method of issue (e.g. by post, in person)
----------	-------------	---

7 Date the breach must be remedied by

/ /	(There are minimum notice periods that apply, see overleaf)
-----	---

8 Signature/s of the person/people issuing the notice

Print name/s	Signature/s	Date
1.		/ /
2.		/ /
3.		/ /

Notice to remedy breach (Form 11)

Residential Tenancies and Rooming Accommodation Act 2008
(Section 329)



Either the tenant/s or the lessor/agent can fill out this form if they believe the other has breached the tenancy agreement. If the other person **does not agree** there has been a breach, they should try and resolve it with the person who issued the notice. If agreement cannot be reached, the RTA's dispute resolution service may be able to assist. Whoever receives this notice will need to address the problem within the specified timeframe.

Schedule of timeframes

Residential tenancy	Unpaid rent	7 days if rent has been unpaid for 7 days
	General breach	7 days
Moveable dwelling tenancy	Unpaid rent	5 days if rent has been unpaid for 7 days
	General breach	7 days

Give this form to the person/s you believe are in breach, do not send to the RTA—keep a copy for your records.



Notice to leave (Form 12)

*Residential Tenancies and Rooming Accommodation Act 2008
(Sections 277, 281–291, 317, 326 and 330)*

Name/s and address of the tenant/s

	Postcode

1 Address of the rental property (if different from above)

	Postcode

2 Notice issued by Lessor Agent

Full name/trading name	Phone

3 Notice issued to

Full name/s

1.
2.
3.

4 Notice issued (See overleaf for grounds and required timeframes)

- without ground (reason)
 with ground (provide details)

5 Notice issued on

Day	Date	Method of issue (e.g. by post, in person)
	/ /	

6 Tenant/s must vacate the property by midnight on

Day	Date	(Minimum notice periods apply – see overleaf)
	/ /	

7 Signature of the lessor or agent issuing this notice

Print name	Signature	Date
		/ /

Do not send to the RTA—give this form to the tenant/s, keep a copy for your records.



Notice to leave (Form 12)

Residential Tenancies and Rooming Accommodation Act 2008
(Sections 277, 281-291, 317, 326 and 330)



The lessor/agent gives this notice to the tenant/s when they want them to vacate the property by a certain date.

Information about tenants' rights and obligations are included in the tenancy agreement.

There may be one of several reasons (grounds) for giving the notice. If the tenant/s dispute the reason given, they should try to resolve the matter with the lessor/agent first. If agreement cannot be reached, the RTA's dispute resolution service may be able to assist.

If the tenant/s do not leave the property by the date nominated in item 6, the lessor/agent may apply directly to the Queensland Civil and Administrative Tribunal (QCAT) for a termination order without further notice to the tenant.

If the tribunal makes a termination order it must also make an order for possession of the property in the lessor's favour.

Eviction of a tenant without an order for possession of the property contravenes the Act.

When serving notices by post, the sender must allow time for the mail to arrive when working out when a notice period ends.

Minimum timeframes

Grounds (reasons)	General tenancy	Moveable dwelling Long term	Moveable dwelling Short term
Unremedied breach—rent arrears	7 days	2 days	n/a
Unremedied breach—general	14 days	2 days	n/a
Non-compliance with tribunal order	7 days	7 days	2 days
Non-compliance (moveable dwelling location)	n/a	2 days	2 days
Non-liveability	The day it is given	The day it is given	The day it is given
Compulsory acquisition	2 months	2 months	2 days
Safe contract (periodic only)	4 weeks	4 weeks	2 days
Voluntary park closure	n/a	3 months	2 days
Compulsory park closure	n/a	The day it is given	The day it is given
Employment termination	4 weeks	4 weeks	2 days
Ending of accommodation assistance	4 weeks	4 weeks	2 days
Ending of housing assistance	1 month	2 months	2 days
Serious breach (public housing or community housing)	7 days	n/a	n/a
Mortgagee in possession will depend on whether mortgagee has/hasn't consented to the tenancy	2 months	2 months	No exemption for moveable dwelling short term
Death of a sole tenant (parties can agree on an earlier date)	2 weeks	2 weeks	No exemption for moveable dwelling short term

Without ground	General tenancy	Moveable dwelling Long term	Moveable dwelling Short term
Periodic agreement	2 months	2 months	2 days
Fixed term agreement	2 months	2 months	2 days
<p><i>A tenant must be given at least 2 months notice, unless they have breached the agreement. However, the tenancy only ends on the end date of the agreement or the end date of the notice period (whichever is later). Both parties can agree to end a fixed term agreement early but it must be agreed in writing.</i></p>			

QCAT

Queensland Civil and Administrative Tribunal

Form 2 (version 3)
Queensland Civil and Administrative Tribunal Act 2009 (section 33)

For office use only	
Case number:	
Date filed:	
Registry:	
Fee paid:	
Receipt number:	

Application for minor civil dispute – residential tenancy dispute

Please refer to the attached guide before completing this form.

PART A APPLICANT'S DETAILS	
Applicant type: <i>(please tick one)</i>	
<input type="checkbox"/> Tenant	<input type="checkbox"/> Lessor (landlord)
<input type="checkbox"/> Resident	<input type="checkbox"/> Provider (rooming accommodation)
<input type="checkbox"/> Agent for lessor or provider*	
Applicant details: <i>(for multiple applicants attach details on a separate sheet)</i>	
Name	
<input type="text"/>	
Address	
<input type="text"/>	
<input type="text"/>	
Postcode	
<input type="text"/>	
Contacts	
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<i>Preferred phone number</i>	<i>Alternative number</i>
<input type="text"/>	
<i>Email</i>	
* An agent can only make this application if the agent is authorised in writing in a separate letter or in the residential tenancy agreement to stand in the lessor or provider's place in a proceeding under s 206 or s 248 of the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> .	

Application for minor civil dispute – residential tenancy dispute – page 1 of 11

For more information on QCAT: Call 1300 753 228 or visit www.qcat.qld.gov.au

PART A RENTAL PROPERTY

Address of rental property

_____ **Postcode**

Type of agreement: Fixed term (e.g. 6 months) Periodic (e.g. week to week)

Rental bond number _____ **Rental bond amount** \$ _____

Is rental bond currently held by the Residential Tenancies Authority (RTA)?

Yes No

The RTA can only pay funds to the value of the rental bond held.

PART A RESPONDENT'S DETAILS

Respondent type (please tick one)

Tenant Lessor (landlord) Agent for lessor or provider*

Resident Provider (rooming accommodation)

Respondent details: (for multiple respondents attach details on a separate sheet)

Name

Address

_____ **Postcode**

Contacts

Preferred phone number Alternative number Email

*An agent can only be nominated as the respondent if the applicant is a tenant or resident, and the agent is authorised in writing by a separate letter or in the residential tenancy agreement to stand in the lessor or provider's place in a proceeding under s 206 or s 248 of the *Residential Tenancies and Rooming Accommodation Act 2008*.

PART B URGENT OR NON-URGENT

Is this an urgent or non-urgent application under the *Residential Tenancies and Rooming Accommodation Act 2008*? (refer to Appendix 1 of the attached guide for a list of urgent and non-urgent applications under the Act)

Urgent application Go to Part C

Non-urgent application **You can only make a non-urgent application if you have a Notice of Unresolved Dispute from the Residential Tenancies Authority.**

Conciliation number on Notice of Unresolved Dispute

Application for minor civil dispute – residential tenancy dispute – page 2 of 11

For more information on QCAT: Call 1300 753 228 or visit www.qcat.qld.gov.au

PART C ORDER AND REASONS DETAILS

What order/s do you want the tribunal to make? (Refer to Appendix 1 of the attached guide for the sections of the Residential Tenancies and Rooming Accommodation Act 2008 and the type of orders that can be made)

(If the space below is insufficient, please attach additional pages)

Section of Act:

[Go to Appendix 1](#)

What order do you want the tribunal to make?

Total amount of claim:

List of claims

If you are claiming for compensation (which includes rent) or the rental bond, you must also complete the following list of claims and **attach** any relevant documents.

Claim numbers 1 and 2 are examples only.

CLAIM NUMBER	APPLICANT		
	Description of claim	Amount	What evidence supports claim?
1	Carpet cleaning	\$100	Receipt 1/1/12
2	Rent arrears	\$500	Rental ledger Oct 2012
		\$	
		\$	
		\$	
		\$	

List of notices

If you are seeking orders other than compensation or the rental bond, you must also complete the following list of notices and **attach** any relevant notices.

NOTICE	Date issued/ received	Reason for notice (e.g. rent arrears, repairs, damage etc)	Expiry date
Notice/s to remedy breach (RTA form 11)	DD/MM/YYYY		DD/MM/YYYY
Notice/s to leave (RTA form 12)	DD/MM/YYYY		DD/MM/YYYY
Notice of intention to leave (RTA form 13)	DD/MM/YYYY		DD/MM/YYYY
Abandonment termination notice (RTA form 15)	DD/MM/YYYY		DD/MM/YYYY
Dispute resolution request (RTA form 16)	DD/MM/YYYY		N/A
Other (specify)	DD/MM/YYYY		DD/MM/YYYY

What are your reasons for seeking the above order/s?
 You must explain why you are asking for the orders by providing as much detail as possible.
 If you do not provide this information your application may be dismissed or may not be able to be heard the first time it is listed for hearing.

PART D INTERPRETER

Is an interpreter required? *The assistance of an interpreter is subject to approval by the Tribunal.*

Yes (please specify language) No

SIGN AND DATE HERE

The information in this application is true to the best of my knowledge.

Applicant/s sign here *Date*

If more than one applicant is named all must sign the application.

QCAT

Queensland Civil and Administrative Tribunal

Your guide to completing Form 2

Application for minor civil dispute – *residential tenancy dispute*

Before you complete this application

If your application is not classed as an urgent matter (see Part B on page 2 of these instructions), contact the Residential Tenancies Authority (RTA) to resolve your dispute through their Dispute Resolution Service. If the matter is not resolved through the RTA, it will issue a Notice of Unresolved Dispute and then you may lodge an application with QCAT.

General instructions

PART A APPLICANT'S AND RESPONDENT'S DETAILS

Applicant: The person who has submitted an application to QCAT.

Respondent: The person who the QCAT application has been made against.

- More than one applicant or respondent can be named in an application. For instance, applicants may be joint owners or in partnership.
- If there is not sufficient space for the names of all applicants or respondents, you may attach additional pages with similar details.
- If the applicant or respondent is not an individual then the correct name must be used, for example:
 - a company name
 - a business name regardless of whether it is registered on the *Business Names Register*
 - a State agency name, for example a Queensland Government department.

Any change in your address must be filed in the Tribunal and served on all other parties.

If you want someone else to represent you in the proceeding

A child or person with impaired capacity does not need permission from the tribunal to be represented.

Otherwise, the tribunal expects people to represent themselves. You can ask for permission for another person to represent you by completing *Form 56 Application for leave to be represented*. The tribunal may or may not grant your request.

Rental property

This refers to the premises which are the subject of your application.

Instructions for completing (continued)

PART B URGENT OR NON-URGENT APPLICATION

Appendix 1 of the attached guide lists urgent and non-urgent applications under the *Residential Tenancies and Rooming Accommodation Act 2008*.

If an application is urgent as defined in the Act, this means that a person may apply directly to the tribunal. The application will be given priority and listed promptly but not urgently in the ordinary sense of the word.

If an application is non-urgent as defined in the Act, this means that a person can't apply directly to the tribunal. Instead they must have made a dispute resolution request to the Residential Tenancies Authority and received a Notice of Unresolved Dispute they can make an application to the tribunal.

PART C WHAT ORDER/S DO YOU WANT?

Go to Appendix 1 to identify the order you would like the tribunal to make.

What are the reasons for requesting the above orders?

You must give a reason for each order you ask for. Your reasons must be detailed enough so that the respondent can understand what the dispute is about. If you do not provide this information your application may be dismissed. If there is insufficient space, you may attach additional information on a separate sheet.

PART D INTERPRETER

QCAT provides interpreters at the hearing upon request free of charge. If you require language assistance during the hearing, please specify the language. The assistance of an interpreter is subject to approval by the tribunal.

SIGNATURE

Check that you have provided all copies and relevant documents that form part of your application. Please sign and date your application.

WARNING

Section 216 of the *Queensland Civil and Administrative Tribunal Act 2009* makes it an offence for a person to knowingly give the registry documents containing false or misleading information. Maximum penalty for such an offence – \$10,000.

OTHER INFORMATION

Copies of the application and providing copies to other parties

When lodging your original application and any attachments, you must also provide **two copies** of all of the documentation being lodged (3 copies in total). If there is more than one respondent, an extra copy of the application form and attachments must also be included for each additional respondent.

You must print out all electronic evidence

Sometimes evidence (such as photos or receipts) may be stored in an electronic device, such as a mobile phone, tablet or computer. Sometimes evidence may be stored on a CD or DVD. You must provide a printed copy of this evidence with your application if you wish to rely on it at the hearing. The Tribunal will not accept a CD or DVD for filing and will not consider evidence provided only in an electronic format.

Instructions for completing *(continued)*

Lodging an application

Please note that the matter will be heard at the registry where the application is lodged.

In person: At the Magistrates Court nearest to the rental property or QCAT, Level 9, 259 Queen Street, Brisbane, 4000.

By post: At the Magistrates Court nearest to the rental property or QCAT, GPO Box 1639, Brisbane QLD 4001.

To find your nearest Magistrates Court, look under 'Justice and Attorney-General' in the phone book or visit www.courts.qld.gov.au.

Applications must be accompanied by the prescribed application fee

For more information on QCAT fees visit www.qcat.qld.gov.au.

Payment can be made by cash, cheque (payable to Department of Justice and Attorney-General), money order or credit card payment authorisation (see Credit card payment authorisation form – MasterCard and Visa accepted).

Have you included a copy of all the relevant documents and evidence?

You should include a printed copy of any of the following documents that are relevant to your application:

- Notice of unresolved dispute from the Residential Tenancies Authority
- Written residential tenancy agreement (including any expired agreement) or any document that shows there is a residential tenancy agreement
- Letter authorising an agent to stand in the place of a lessor or a provider, if agent not otherwise included in written residential tenancy agreement
- Any notice under the *Residential Tenancies and Rooming Accommodation Act 2008* (such as a Form 11 Notice to remedy breach or Form 12 Notice to leave)
- If you are claiming for compensation or the rental bond, any document referred to in the list of claims
- If you are seeking orders other than compensation or the rental bond, any document referred to in the list of notices
- Rent ledger / rent receipts / bank statements showing rent
- Quotes, invoices and receipts
- Photos
- Any statutory declarations and affidavits from applicant or witnesses
- Letters, emails or other correspondence
- Any other document relevant to your claim

If you do not include these documents with your application, the tribunal may not allow you to refer to them at the hearing unless you can explain why they were not included with your application.

Appendix 1

Orders under the *Residential Tenancies and Rooming Accommodation Act 2008*

Please read this information before completing the application form.

An application should request at least one of the orders listed below. Refer to the section of the *Residential Tenancies and Rooming Accommodation Act 2008* (the Act) for more details.

Electronic versions of the Act are available from the Office of the Queensland Parliamentary Counsel website at www.legislation.qld.gov.au. Printed copies of the Act are available from the Queensland Government Bookshop - phone 1800 801 123.

URGENT APPLICATIONS AND ORDERS		
Residential tenancy agreements		
Section	Orders that QCAT can make	Who can apply?
359	Compensation for abandonment of a property	lessor
363	The sale or disposal of goods abandoned on premises	lessor
357	Order to declare premises were abandoned	lessor
363	Entitlement to funds from sale of goods left in premises	lessor
358	Compensation after tenant remains in possession	lessor
277	Determine day agreement ends after death of sole tenant	lessor
293	Termination for failure to leave	lessor
298	Termination of short tenancy (moveable dwelling) due to incompatibility	lessor
294	Termination for failure to leave as intended	lessor
356	Dispute on a abandonment termination notice	tenant
361	Review of an abandonment order	tenant
221	The carrying out of emergency repairs	tenant
60	Order about lessor not providing agreement or taking amounts from prospective tenants	tenant
191	Order about failure to comply with maintenance obligation	tenant
292	Application to set aside notice to leave without ground	tenant
460	Breach of listing on tenancy database	tenant
461	Incorrect or unjust listing on tenancy database	tenant
462	Proposed listing on tenancy database	tenant
309	Application for termination for failure of lessor to remedy breach	tenant
227	Relocation because of emergency or for health or safety reasons	tenant, lessor
220	Payment for emergency repairs	tenant, lessor
300, 316, 323	Application for interim order about damage or injury	tenant, lessor, domestic associate, occupier

Application for minor civil dispute – residential tenancy dispute – page 8 of 11

For more information on QCAT: Call 1300 753 228 or visit www.qcat.qld.gov.au

URGENT APPLICATIONS AND ORDERS (continued)

Residential tenancy agreements

Section	Orders that QCAT can make	Who can apply?
201	Order about rules of entry	tenant, lessor
295, 310	Termination for excessive hardship	tenant, lessor
296, 311, 312, 321, 322	Termination for damage or injury	tenant, lessor, domestic associate, occupier
297, 313	Termination for objectionable behaviour	tenant, lessor
299, 315	Terminated for repeated breaches	tenant, lessor
365	Application about goods left on premises	interested person
245, 246	Be recognised as tenant	domestic associate, occupier
233	Park – proposal to change park rules	objector, park owner
455	Park – exclude person from park	park owner
418	Declaration that the Act does or does not apply to an agreement	tenant, lessor

NON-URGENT APPLICATIONS AND ORDERS

Residential tenancy agreements

Section	Orders that QCAT can make	Who can apply?
155	Declaration amount is not rental bond	lessor
239	Allow tenant to transfer or sublet	tenant
430	Dispute between co-tenants about rental bond	tenant
94	Rent decrease – premises are partly unfit to live	tenant
92	Rent increase is excessive	tenant
49	Set aside short tenancy extension statement	tenant
71	Significant change in subsequent agreement	tenant
314	Termination for incompatibility	tenant
419	About breach of agreement	tenant, lessor
213	About lock or key	tenant, lessor
227	About relocation	tenant, lessor
424, 426	Dispute ground in notice	tenant, lessor
429	General dispute	tenant, lessor
64	Have written agreement given and signed	tenant, lessor
169	Loss of amenity, a service or facility	
97	Payment of apportionment on the ending of agreement	tenant, lessor
169	Service charge	tenant, lessor
137	Tribunal order for payment of bond	tenant, lessor
162	About holding deposit	payee, payer
243	Be recognised as tenant because tenant left	occupant

Application for minor civil dispute – residential tenancy dispute – page 9 of 11

For more information on QCAT: Call 1300 753 228 or visit www.qcat.qld.gov.au

QCAT

Queensland Civil and Administrative Tribunal

URGENT APPLICATIONS AND ORDERS

Rooming accommodation agreements

Section	Orders that QCAT can make	Who can apply?
395	Abandonment – entitlement to receive money given to public trustee	provider
273	Declare proposed house rule is reasonable	provider
366	Determine day agreement ends after death of sole tenant/resident	provider
373	Set aside notice to leave/notice terminating agreement without ground	resident
264	Order about rules of entry	resident, provider
377, 383	Termination – excessive hardship	resident, provider
376, 382	Termination – repeated breaches	resident, provider
418	Declaration that the Act does or does not apply to an agreement	resident, provider

NON-URGENT APPLICATIONS AND ORDERS

Rooming accommodation agreements

Section	Orders that QCAT can make	Who can apply?
274	Declaration house rule is unreasonable	resident
428	Dispute about entry to resident's room or removal of resident	resident
430	Dispute between co-residents about rental bond	resident
107	Residents absence	resident
419	About breach of agreement	resident, provider
252	About lock or key	resident, provider
425,427	Dispute ground in notice	resident, provider
429	General dispute	resident, provider
109	Payment of apportionment on the ending of agreement	resident, provider
106	Rent decrease – loss of amenity, a service or facility	resident, provider

Application for minor civil dispute – residential tenancy dispute – page 10 of 11

For more information on QCAT: Call 1300 753 228 or visit www.qcat.qld.gov.au

QCAT

Queensland Civil and Administrative Tribunal

Form 2 – Your application checklist:

Application for minor civil dispute – residential tenancy dispute

You can use this checklist to help ensure your application to QCAT regarding a residential tenancy dispute is correct and processed without delay. You do not need to submit this checklist as part of your application.

- If you are making a non-urgent application – you must attach a Notice of Unresolved Dispute from the Residential Tenancies Authority (RTA)
- If you are making a non-urgent application regarding a bond dispute have you advised the RTA that you have applied to QCAT (either within seven days or the specific period nominated by the RTA) to ensure the bond is not paid out?
- Have you included with your application a printed copy of all forms and documentation (e.g. affidavits, statutory declarations, witness statements, breaches, notices, copy of tenancy documentation) which you intend to rely on at a hearing?

Remember: You must print out all electronic evidence

Sometimes evidence (such as photos or receipts) may be stored in an electronic device, such as a mobile phone, tablet or computer. Sometimes evidence may be stored on a CD or DVD. You must provide a printed copy of this evidence with your application if you wish to rely on it at the hearing. The Tribunal will not accept a CD or DVD for filing and will not consider evidence provided only in an electronic format.

- Have you selected at least one kind of order in part C of the form?
- Have you answered all the questions on the application form that relate to your dispute?
- Are all details about the parties (applicant and respondent) and about the dispute included on the application form?
- Have you provided all pages of the application form? You must lodge all the pages of the application form, even if they are blank.
- Do you have the correct application fee ready, based on the amount of your claim?
- Have you provided the correct number of copies of your application and supporting material?
(The original for QCAT, plus a copy for each respondent, and a copy for yourself – all need to stamped with a QCAT stamp)
- Have you signed and dated your application?
- Are you lodging your application at the QCAT registry located at a Magistrates Court that is closest to the residential property, or at QCAT Brisbane?

Application for minor civil dispute – residential tenancy dispute – page 11 of 11

For more information on QCAT: Call 1300 753 228 or visit www.qcat.qld.gov.au