



B & P REAL ESTATE

ABN 32510550318

2/250 Musgrave Street, NORTH ROCKHAMPTON

PH: 4928 3900 FAX: 4928 3933

www.bprealestate.com.au

admin@bprealestate.com.au

Pre-Application Fact Sheet

Welcome to our agency. We look forward to being able to assist you in finding your new home.

We would like to take this opportunity to make you aware of our procedures for the rental application process.

Applications

When you find a suitable property, it is a requirement that every prospective occupant complete an application form. The application form can not be processed unless all required information is supplied to our agency. Please refer to the application as to what information will be required.

Application processing time frame

Upon submitting a fully completed application form, the required processing time will be 24-48 hours. We will phone you once the processing is complete if you have been successful so please ensure that you provide us with all your contact details so that we can communicate with you quickly.

If your application is not successful, you are able to collect the application form from our office or we will dispose of the form and your identification provided appropriately.

You can find a copy of our Privacy Policy with the application forms.

Successful applications

If the lessor has approved the application, we will phone you and make an appointment for all interested parties to come into the office to secure the premises. We ask that you pay the first two week's rent (cleared funds), the full bond payment which is equivalent to four weeks rent, and the Form 17a (Information Statement) and the Form 18a (lease agreement) will be provided at the appointment.

This procedure must be done within 24 hours of approval.

If you have any questions or require further information, please refer to our property management staff. We are here to help.

Again welcome to our agency and thank you for your enquiry. We value your business.

We look forward to assisting you for your entire rental and if required, sales needs.



Your property is our business!

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PROPERTY MANAGEMENT

Disclosure Statement & Consent to be attached to your
APPLICATION FOR RESIDENTIAL TENANCY

Application for use by B & P REAL ESTATE

Privacy Disclosure Statement of B & P REAL ESTATE

ABN: 32510550318 at 2/250 Musgrave Street, North Rockhampton

Ph: 07 4928 3900 Fax: 07 4928 3933

We are an independently owned and operated business. We are bound by the national Privacy Principles. We may need to collect information about you from your previous landlords or letting agents, your current employer and your referees. We will also check whether any details of tenancy default database. We use the database operated by TICA default Tenancy Control Pty Ltd and Barclay Landlord Protection. You can find out more information about this database and its website at www.tica.com.au or www.barclay.com.au. Your Consent to us collecting this information is set out below.

We may disclose personal information about you to the owner of the property to which this application relates to. If this application is successful we may disclose your details to service providers relevant to the tenancy relationship including maintenance contractors and landlords' insurers. We may also send personal information about you to owners of any properties at your request.

You have the right to access personal information that we hold about you by contacting our privacy officer (see contacts above). If you do not complete this form or do not sign the consent below then your application for a residential tenancy may not be considered by this agency or the owner of the relevant property or, if considered, may be rejected.

PRIVACY CONSENT

I, the applicant acknowledge that I have read the Privacy Statement Notice of B & P REAL ESTATE ABN: 32510550318 at 2/250 Musgrave St, North Rockhampton 4701

I authorize B & P Real Estate North Rockhampton to collect information about me from:

- (a) My Previous landlord or letting agency
- (b) My personal referees
- (c) My Current/Recent Employer
- (d) Any Tenancy Default Database (Including TICA) which may contain personal information about me. I also authorize B & P Real Estate North Rockhampton to disclose details about any defaults by me under the tenancy to which this application relates to any tenancy default database to which it subscribes including TICA.

I authorize B & P Real Estate North Rockhampton to disclose the personal information it collects about me to the owner of the property even if the owner is a resident outside Australia.

Applicant Name: _____

Applicant Signature: _____ Date _____



B & P REAL ESTATE

APPLICATION FOR RESIDENTIAL TENANCY (One application to be completed per person)

PROPERTY ADDRESS:

Applicant Details

Full Name:

Have you been known by any other name? YES NO

If Yes, what other name have you been known by?

Have you any dependants? YES NO Dependants Name/s:

Age/s of dependants: Total number of applicants applying for property:

Driver's Licence Number or Passport Number: State: Date of Birth:

Registration Number for Vehicle/s: Number of Cars:

Are you a smoker? YES NO

Contact Details

Current Address:

Phones: Work
Mobile

Home
Email

Current Agent/Lessor:

Time period at premises: Years Months

Phone:

Rent per week \$

Previous Agent/Lessor:

Phone:

Previous Address:

Rent per week: \$

Pets: - List any pets owned

Number of Pets:

Type of Pets:

Are your pets registered with the council? YES NO

Please state which council:

Are you employed? YES NO

Full Time/Casual/Part Time/ Centrelink/ Contract/ Other

Occupation:

Net weekly income: \$

Length of Employment:

Name of Employer:

Phone:

Address:

If Self Employed:

Business Name:

How long self employed?

ABN:

Address of Business:

Accountant's Name:

Phone:

If you are a **Student**, what University, TAFE or School do you attend?

Students Identification Number:

Overseas Student: YES NO

Visa Expiry Date:

Next of Kin (Please provide details of preferred person to be contacted in the event of an emergency)

Name:

Contact Number:

Address:

Personal References (Please DO NOT list friends, relatives and partners. We require business hour contact numbers only)

Name: Relationship: Phone:
Address:

Name: Relationship: Phone:
Address:

Please advise the following by crossing either Yes or No

- Have you ever been evicted by an agent/lessor? YES NO
 Is there any reason known to you that would affect your ability to pay rent? YES NO
 Was your rental bond at your last address refunded in full? YES NO
 If No, please advise what deductions were made from your bond?
 Are you in debt to another agent/lessor? YES NO
 If Yes, why are you in debt to your past agent/lessor?

You are required to meet a 100 point identification criterion upon submission of your application, and the agent/lessor may photocopy any item and retain as part of your application.

- 10 Points:** Medicare Card, Birth Certificate, Motor Vehicle Registration Papers, ATM / Credit Card.
30 Points: Bank Statements, recent utility accounts eg: phone, electricity or gas
40 Points: Drivers Licence, Passport, 18+ Card, Photo ID, last FOUR rent receipts, tenant ledger

You are also required to supply the agent/lessor with proof of your income upon submission of your application.

Employed: Last TWO pay slips

Self Employed: Bank Statements, Group Certificate, or Accountant's letter

Not Employed: Centrelink Statement

I, the Applicant, declare that the above information is true and correct and that I have supplied it of my own free will. I acknowledge that my personal contents insurance is not covered under any lessor insurance policy/s and understand that it is my responsibility to insure my own personal belongings. I understand that you as the agent/lessor have collected this information for the purpose of determining whether I am a suitable tenant for the property – in particular to check my identification, my ability to care for the property, my character and my creditworthiness. For such purposes, I authorise you to contact the persons named in this application, and to undertake such enquiries and searches (including tenancy database searches) as you consider reasonably necessary. In doing so, I understand that information provided by me may be disclosed to, and further information obtained from, referees named in this application and other relevant third parties. I acknowledge and accept that if this application is denied, the agent is not legally obliged to provide reasons as to why. I also consent and understand that should my tenancy be accepted and upon commencement of the tenancy agreement, there may be cause for the agent/lessor to pass my details on to others which may include (but is not limited to) insurance companies, body corporates, contractors, other real estate agents, salespeople and tenancy default databases.

I wish to undertake a tenancy for a period of _____ to commence on the _____ at a rental price of \$ _____.
 I understand that I am to pay a rental bond of \$ _____ on or before I take possession of the premises and sign a tenancy agreement.
 (Select YES OR NO)

The applicant acknowledges that they have received or have available to them from the agent/lessor the Form 17a, 18a, body corporate bylaws (if applicable) before signing this application. YES NO

The applicant acknowledges that they have been made aware of this agency's Privacy Policy YES NO

The applicant acknowledges that the lessor and applicant (tenant) are bound by this agreement immediately upon communication of either the lessor or agent's acceptance of the application. YES NO

Name of Applicant

Signature **Date**

OFFICE USE ONLY Name of Employee taking the application:			
Application Form Signed by applicant	<input type="checkbox"/>	Proof of Income supplied	<input type="checkbox"/>
Identification Supplied	<input type="checkbox"/>	Form Fully Completed	<input type="checkbox"/>

PRIVACY ACT ACKNOWLEDGEMENT FOR TENANTS

In accordance with Privacy Principle 1.3 of the Privacy Act we require you to read and sign this acknowledgement. In order to process a tenancy application a tenancy applicant is required under the National Privacy Principles of Privacy Act to be made aware that an organization may access a database. In addition a tenancy applicant is entitled to know what will happen to their information when it is passed onto an agent.

In accordance with the National Privacy Principles the database member discloses that in addition to information being supplied to a database company other organizations may receive information from time to time. Other organizations may include debt collection agencies, insurance companies, government departments and other landlords or agents.

I/we the said applicant/s declare that I/we give my/our permission to the agent to collect my/our information and pass such information onto TICA Default Tenancy Control Pty Ltd. I/we further give my/our permission for my/our information to be provided to any other tenancy database for the assessment of my/our tenancy application. I/we further give consent to the member of the Database Company to contact any of my/our referees provided by me/us in my/our tenancy application.

I/we agree and understand that once a tenancy application has been lodged with a member of a tenancy database and an inquiry made with a tenancy database my/our information may be recorded as making an inquiry.

I/we agree that in the event of a default occurring under a tenancy agreement, I/we give my/our permission to the member of a tenancy database to register any of my details of such breach with a tenancy database. I/we further agree and understand that the removal of such information from a database company is subject to the conditions of the Database Company.

I/we understand that TICA Default Tenancy Control Pty Ltd is a database company that allows its members access to information accumulated from members about tenants who have breached their tenancy agreements.

I/we agree and understand that should I fail to provide the database member with the information and acknowledgements required, the database member may elect not to proceed with my/our tenancy application. I/we agree and understand that a listing with TICA Default Tenancy Control Pty Ltd could have an adverse effect on my/our ability to obtain future rental accommodation.

I/we acknowledge and understand that TICA Default Tenancy Control Pty Ltd can be contacted on 1902 220 346. I/we agree that the calls to TICA Default Tenancy Control Pty Ltd are charged at \$5.45 per minute inclusive of GST.

Applicant Name: _____ Signature: _____ Date: _____

Applicant Name: _____ Signature: _____ Date: _____

Applicant Name: _____ Signature: _____ Date: _____

Applicant Name: _____ Signature: _____ Date: _____



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Rent Arrears Procedure

To our valued customer

Because we value your business, we like to inform you of as many of our policies and procedures within our office.

Please find following the procedure that is adhered to within our office for rent arrears.

4 days in arrears	Courtesy call, SMS or reminder letter to our customer.
8 days in arrears	Notice to Remedy the Breach (Form 11) will be served on the customer and a copy forwarded to the lessor.
Expiry of the Form 11	Notice to Leave (Form 12) will be served on the customer to terminate the tenancy.
Expiry of the Form 12	Customer is to handover possession of the property to the Agent. Failure to do so may result in the agent lodging an urgent small claims tribunal application for termination/warrant of possession.

We encourage open lines of communication and urge you to contact us if you become unable to meet your rental commitments during your tenancy.

Signed

Applicant 1

Applicant 2

Applicant 3

Applicant 4

Date: _____

Property Manager _____

Date: _____

GENERAL TENANCY AGREEMENT

Residential Tenancies and Rooming Accommodation Act 2008



Part 1 Tenancy Details

Item 1:

1.1 Lessor

[Empty text box for Lessor name]

Address for service

C:- 2/250 MUSGRAVE STREET

NORTH ROCKHAMPTON Postcode 4701

1.2 Telephone number

07 4928 3900

Facsimile number

07 4928 3933

Email Address

admin@bprealestate.com.au

Item 2:

2.1 Tenant

[Empty text boxes for Tenant name and address]

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

[Empty text box for address]

[Empty text box for Postcode]

Telephone number

[Empty text box for telephone number]

Facsimile number

[Empty text box for facsimile number]

Email Address

See clause 44 of the standard terms.

Item 3:

3.1 Lessor's Agent (see clause 43)

B & P REAL ESTATE

Address for service

2/250 MUSGRAVE STREET

NORTH ROCKHAMPTON Postcode 4701

3.2 Telephone number

07 4928 3900

Facsimile number

07 4928 3933

Email Address

admin@bprealestate.com.au

Item 4:

Notices may be given to:

4.1 Lessor	by email	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	by facsimile	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
4.2 Tenant	by email	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	by facsimile	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
4.3 Lessor's agent	by email	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	by facsimile	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Item 5:

5.1 Address of the premises

[Empty text boxes for address and Postcode]

5.2 Inclusions for the premises

AS PER ENTRY CONDITION REPORT

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

Item 6:

6.1 The term of the agreement is

SIX MONTHS FIXED TERM

Insert 'fixed term agreement' or 'periodic agreement'.

6.2 Starting on / /

6.3 Ending on / /

Fixed term agreements only. For continuation of tenancy, see clause 6 of the standard terms.

Item 7: Rent \$ a week a fortnight a month
See clause 8(1) of the standard terms.

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

Item 9: Method of rent payment

Insert the way the rent must be paid. See clause 8(3) of the standard terms.

Item 10: Place of rent payment

Insert where the rent must be paid. See clause 8(4) to 8(6) of the standard terms.

Item 11: Rental Bond \$
Insert amount. See clause 13 of the standard terms.

Item 12: 12.1 The services supplied to the premises for which the tenant must pay:
(a) electricity (b) gas
Write 'yes' or 'no' for each of (a) to (d). See clause 16. See clause 16.
(c) telephone (d) any other service that tenant must pay
See special terms. See special terms.

12.2 If the tenant must pay for water supplied to the premises

Write 'yes' or 'no'. See clause 17.

Item 13: If the premises are not individually metered for a service under item 12.1, the apportionment of the cost of the service for which the tenant must pay:
(a) electricity (b) gas
Insert how apportion for each is worked out (for example, the tenant must pay a percentage of the total charge). See clause 16(c) of the standard terms.
(c) telephone (d) any other service stated in item 12.1(d)
See special terms. See special terms.

Item 14: How services must be paid for (insert for each how the tenant must pay)
(a) electricity (b) gas
See clause 16(d) of the standard terms. See clause 16(d) of the standard terms.
(c) telephone (d) any other service stated in item 12.1(d)
See special terms. See special terms.

Item 15: Number of persons allowed to reside at the premises
Insert number. See clause 23 of the standard terms.

Item 16: 16.1 Are there any body corporate by-laws applicable to the occupation of the premises by a tenant?
If body corporate by-laws apply, write 'yes' or 'no'. See clause 22.
16.2 Indicate whether the tenant has been given a copy of the relevant by-laws
See clause 22 of the standard terms.

Item 17: 17.1 Pets approved Write 'yes' or 'no'. See clause 24(1) of the standard terms.
17.2 The types and number of pets that may be kept:
Type Number
See clause 24(2) of the standard terms.

Item 18: Nominated repairers:
(a) Electrical repairs Telephone
(b) Plumbing repairs Telephone
(c) Other Telephone
Insert name and telephone number for each. See clause 31 of the standard terms.

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 entry 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 – s65

- (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).

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

- (4) The 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 lessor's agent must not require a payment of rent under this agreement in a period for which rent has already been paid.

10 Rent increases – ss 91 and 93

- (1) If the lessor proposes to increase the rent, the lessor must give notice of the proposal to the tenant.
- (2) The notice must state the amount of the increased rent and the day from when it is payable.
- (3) The day stated must not be earlier than the later of the following –
 - (a) 2 months after the notice is given;
 - (b) 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 –
- provides for a rent increase; and
 - 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 –
- within 30 days after the notice is received; and
 - 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 –
- if a special term requires the bond to be paid at a stated time – at the stated time; or
 - if a special term requires the bond to be paid by instalments – by instalments; or
 - otherwise – when the tenant signs this agreement.

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

- (2) The lessor or the lessor's agent must, within 10 days of receiving the bond or a part of the bond, pay it to the authority and give the authority a notice, in the approved form, about the bond.
- (3) The bond is intended to be available to financially protect the lessor if the tenant breaches this agreement.

Example -

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

Note -

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

14 Increase in bond – s 154

- (1) The tenant must increase the rental bond if –
- the rent increases and the lessor gives notice to the tenant to increase the bond; and
 - the notice is given at least 11 months after –
 - this agreement started; or
 - 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 a 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 –
- the lessor is the State; and
 - rent is not payable under the agreement; and
 - the tenant is an entity receiving financial or other assistance from the State to supply rented accommodation to persons.

16 General service charges – ss 164 and 165

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

- the tenant enjoys or shares the benefit of the service; and
- the service is stated in this agreement for item 12.1; and
- either –
 - the premises are individually metered for the service; or
 - this agreement states for item 13 how the tenant's apportionment of the cost of the service is to be worked out; and
- 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 166

- (1) The tenant must pay an amount for the water consumption charges for the premises if –
- the tenant is enjoying or sharing the benefit of a water service to the premises; and
 - the premises are individually metered for the supply of water or water is supplied to the premises by delivery by means of a vehicle; and
 - this agreement states for item 12.2 that the tenant must pay for water supplied to the premises.

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

- (2) However, the tenant does not have to pay an amount –
- that is more than the amount of the water consumption charges payable to the relevant water supplier; or
 - that is a fixed charge for the water service to the premises.
- (3) Also, the tenant does not have to pay an amount for a reasonable quantity of water supplied to the premises for a period if, during the period, the premises are not water efficient for section 166.
- 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.

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 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 this agreement.

Examples of terms -

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

- (3) If the lessor does agree, the tenant must comply with the terms of the lessor's agreement.
- (4) The lessor must not act unreasonably in failing to agree.
- (5) If the tenant attaches a fixture, or makes a structural change, to the premises without the lessor's agreement, the lessor may –
 - (a) take action for a breach of a term of this agreement; or
 - (b) waive the breach (that is, not take action for the breach) and treat the fixture or change as an improvement to the premises for the lessor's benefit (that is, treat it as belonging to the lessor, without having to pay the tenant for it).

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 burst water service or serious water service leak;
 - a blocked or broken lavatory system;
 - a serious roof leak;
 - a gas leak;
 - a dangerous electrical fault;
 - flooding or serious flood damage;
 - serious storm, fire or impact damage;
 - a failure or breakdown of the gas, electricity or water supply to the premises;
 - a failure or breakdown of an essential service or appliance on the premises for hot water, cooking or heating;
 - a fault or damage that makes the premises unsafe or insecure;
 - a fault or damage likely to injure a person, damage property or unduly inconvenience a resident of the premises;
 - a serious fault in a staircase, lift or other common area of the premises that unduly inconveniences a resident in gaining access to, or using, the premises.
- (2) **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 –
- in this agreement for item 18; or
 - 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 –
- the nominated repairer for the repairs; or
 - if there is no nominated repairer for the repairs or the repairer can not be contacted – the lessor.

33 Emergency repairs arranged by tenant – ss 218 and 219

- (1) The tenant may arrange for a suitably qualified person to make emergency repairs or apply to the tribunal under section 221 for orders about the repairs if –
- the tenant has been unable to notify the lessor or nominated repairer of the need for emergency repairs of the premises; or
 - the repairs are not made within a reasonable time after notice is given.
- (2) The maximum amount that may be incurred for emergency repairs arranged to be made by the tenant is an amount equal to the amount payable under this agreement for 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 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 lessor or employees of lessor – s 237

- (1) This clause applies if –
- the lessor is the State; or
 - the lessor is an entity receiving assistance from the State to supply rented accommodation; or
 - the tenant's right to occupy the premises 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 –
- the tenant and the lessor agree in writing; or
 - 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
 - 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
 - a tribunal makes an order terminating this agreement; or
 - the tenant abandons the premises.
 - 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 –
- sign the copy; and
 - 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
 - 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 -
- stand in the lessor's place in any application to a tribunal by the lessor or the tenant; or
 - 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 -
- by giving it to the party or agent personally; or
 - 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
 - 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
 - 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 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

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

Part 3 Special Terms

The Special Terms in Part 3 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.

46 Care of the premises by the tenant

- (1) During the tenancy, the tenant must-
- not do anything that might block any plumbing or drains on the premises;
 - 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;
 - 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;
 - 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);
 - keep the premises free from pests and vermin;
 - 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;
 - not intentionally or negligently damage the premises and inclusions;
 - only hang clothing and other articles outside the premises in areas designated by the lessor or the lessor's agent;
 - 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;
 - not interfere with nor make non-operational any facility that may be provided with the premises (eg. smoke alarms, fire extinguishers, garden sprinkler systems, hoses etc).
- (2) The obligations of the tenant at the end of the occupancy regarding the condition of the premises include -
- having the carpets professionally shampooed/steam cleaned -
 - to the same standard they were in at the start of the tenancy, fair wear and tear excepted; and
 - on the last day of the occupancy; and
 - giving the lessor or lessor's agent a copy of any professional carpet cleaner's receipt;
 - if birds or animals have been kept at the premises, to pay for the premises to be fumigated and deodorised by a professional fumigator.
 - repairing the tenant's intentional or negligent damage to the premises or inclusions;
 - 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;
 - removing rubbish;
 - replacing inclusions (fair wear and tear excepted);
 - mowing lawns, weeding gardens having regard to their condition at the start of the tenancy;
 - 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 keycard's 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).

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; and

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 tenants 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.

Part 3 Special Terms

Insert any special terms here. See clauses 2(3) to 2(5).

Smoking inside the Residence

The tenants agree that should smoking occur inside any dwelling on the premises they will have the premises thoroughly deodorised by a reputable company and hand the receipt to the agent upon vacating.

Name of approved occupants

The tenant must receive a copy of the information statement and a copy of any applicable by-laws if cop have not previously been given to the tenant.

Signed by the lessor/lessor's agent

Name of lessor/lessor's agent

B & P REAL ESTATE

Signature of lessor/lessor's agent

on the [] day of []

in the presence of (witness)

Signed by the tenant

Name of the tenant

Signature of the tenant

on the [] day of []

in the presence of (witness)

Signed by the tenant

Name of the tenant

Signature of the tenant

on the [] day of []

in the presence of (witness)

Signed by the tenant

Name of the tenant

Signature of the tenant

on the [] day of []

in the presence of (witness)



Tenant's acknowledgement

in accordance with section 58 of the Residential Tenancies and Rooming Accommodation Act 2008

The tenant acknowledges that they have been given the Form 18a (general tenancy agreement) including all standard terms and any special terms, prior to entering into the general tenancy agreement.

The tenant has been given the Form 18a in accordance with section 58 of the *Residential Tenancies and Rooming Accommodation Act 2008* by either method A or B below (tick only one which applies)

The tenants/s were given the Form 18a prior to being verbally accepted for the tenancy, for example at the application stage;

OR

The tenant/s were given the Form 18a prior to monies being paid for the property

Signatures

(If more than 4 tenants, attach another copy of this form)

Tenant Name:

Tenant Name:

Signature:

Signature:

Date:

Date:

Tenant Name:

Tenant Name:

Signature:

Signature:

Date:

Date:

Agency Name: *B & P REAL ESTATE*

Name of property manager:

Signature:

Date: