



Tenancy Application Form

Please read prior to completing your application:

1. One application is to be completed per person over the age of 18 years.
2. A Tessa Residential staff member will contact you within 1 business day upon receipt of your application to advise status or result of application.
3. This application must be accompanied by copies of documents from those listed below for the 100 point identification check.
4. Tessa Residential is a strictly cashless office.

Applicants Checklist

Before I submit this application, I have:

- ☐ Attached certified photocopies of all documents to meet 100 points of ID & proof of income (see below)
- ☐ Inspected the property both internally and externally, satisfied with size of apartment and lift access
- ☐ Completed all details in full on the application form
- ☐ Read and signed all of the Tenancy declaration and privacy details
- ☐ Attached all NRAS documentation if applicable.

Address of the property you are applying for _____

Approved Supporting Documents

You are required to meet a 100 point identification criterion upon submission of your application. A Tessa Residential employee may photocopy any original items and retain as part of your application.

Please tick the identifying documents you have provided with your application.

IMPORTANT: At least one form of Photo Identification MUST be provided.

50 POINTS

- | | | |
|-----------------------------------|-------------------------------------------------|--------------------------------------------------|
| <input type="checkbox"/> Passport | <input type="checkbox"/> Full Birth Certificate | <input type="checkbox"/> Citizenship Certificate |
|-----------------------------------|-------------------------------------------------|--------------------------------------------------|

30 POINTS

- | | | |
|-----------------------------------------------------|--------------------------------------------|--------------------------------------------------------------|
| <input type="checkbox"/> Australian drivers licence | <input type="checkbox"/> Student photo ID | <input type="checkbox"/> Department of veterans affairs card |
| <input type="checkbox"/> Centrelink card | <input type="checkbox"/> Proof of age card | <input type="checkbox"/> State/Federal government photo ID |

25 POINTS

- | | | |
|--------------------------------------------------|-----------------------------------------------|-----------------------------------------------------|
| <input type="checkbox"/> Medicare card | <input type="checkbox"/> Council rates notice | <input type="checkbox"/> Motor vehicle registration |
| <input type="checkbox"/> Telephone bill | <input type="checkbox"/> Electricity bill | <input type="checkbox"/> Gas bill |
| <input type="checkbox"/> Tenancy history ledger | <input type="checkbox"/> Bank statement | <input type="checkbox"/> Credit card statement |
| <input type="checkbox"/> Last FOUR rent receipts | <input type="checkbox"/> Rent bond receipt | <input type="checkbox"/> Previous tenancy agreement |

Proof of Income

You are also required to supply your proof of income upon submission of your application

Employed: Last TWO pay slips

Self Employed: Bank statements, Group Certificate, Tax Return or Accountants letter

Not Employed: Centrelink statement, Bank statement, letter of Guarantor

Item 1	Who did you inspect the property with	Name_____on what date____/____/____
1.1	Applicants full name & Address	Name_____ Address_____
1.2	Have you ever been known by another name(s)?	If yes, please list _____ (provide evidence attached to application)
1.3	Applicants contact details	Home_____ Mobile_____ Business_____ Email_____
1.4	Personal details	Date of Birth____/____/____ Smoker / Non Smoker Drivers licence No._____ Expiry Date____/____/____ Passport No._____ Expiry Date____/____/____
Item 2	Current rental details	Current weekly rent \$_____per/week How long have you lived here?_____ Lease expiry____/____/____ Reason for leaving_____ Agent/lessor_____ phone_____ Email:_____
2.1	If you currently own a property, please provide details	Agent who manages/selling property_____ phone_____ email_____
2.2	Previous Rental Property	Address_____ Rent p/wk \$_____ Time at property_____ Agent/lessor_____ phone_____ Email_____
Item 3	Employment	Current Employer_____ Your position_____

		Please circle employment status - Full time / Part time / Casual / Contract Length of employment_____ Net weekly income \$_____ Name of contact _____ phone:_____ Email_____
3.1	If self Employed	Business Name_____ How long have you been self employed_____ Accountant_____ phone_____ Email_____ ABN_____ ACN_____
3.2	Centrelink Payments	How much are you receiving \$_____ p/fortnight Description of Payments_____ Date commenced____/____/____
3.3	Student details	Institution_____ Course_____ Duration_____ Remaining_____
Item 4	Residential status	Australian Citizen Yes / No Permanent resident Yes / No (If no to either – supply copy of passport & visa) Visa expires ____/____/____
4.1	Vehicle Information	Number of cars to be kept at premises_____ Car registration_____ Model_____ Car registration_____ Model_____
Item 5	Occupancy details	Total number of people to reside at property_____ Number & ages of children if applicable_____ Name of all people to reside at property_____ _____ _____
5.1	Pets	How many pets do you have?_____ Age of pets_____ Breed of pets_____ Registration #_____ Pets name_____
5.2	Emergency Contact	Name_____ Phone_____ Relationship to you_____
5.3	Personal References (name & number)	1)_____ 2)_____

Declaration

Please declare the following by selecting either TRUE or FALSE

I, the applicant;

- | | |
|----------------------------------------------------------------------|--------------|
| ➤ have never been evicted by an agent/lessor | True / False |
| ➤ have no financial reasons that would affect my ability to pay rent | True / False |
| ➤ have no outstanding debt with any agent/lessor | True / False |
| ➤ have never been refused a property by another agent/lessor | True / False |
| ➤ have been refunded my rental bond for my last leased property | True / False |

Please acknowledge the following by selecting either yes or no

I, the applicant;

1. acknowledge that my personal contents insurance my responsibility and will not be covered by the lessor/agent. **YES / NO**
2. understand that the agent may collected this information for the purpose of determining suitability for tenancy of the property – in particular my identification, my ability to care for the property, my character and my creditworthiness. **YES / NO**
 - 2.1 for such purposes, I authorise you, the agent, to contact persons named in this application, and to undertake enquires and searches (including tenancy database searches) as consider reasonably necessary. **YES / NO**
 - 2.2 in doing so, I understand that information provided by me may be disclosed to, referees named in this application and/or other relevant parties and may obtain additional information. **YES / NO**
3. acknowledge and accept that if this application is denied, the agent is not legally obliged to provide reasons why. **YES / NO**
4. understand and agree that should my tenancy be accepted (upon commencement of my tenancy agreement), there may be cause for the agent to pass my details onto other parties which may include (but is not limited to) insurance companies, body corporates, contractors, other real estate agents, salespeople and tenancy default databases. **YES / NO**
5. acknowledge that rental applications once submitted will not be return to the client regardless of outcome, and that no original supporting documents will be attached (applications are shredded one month after received if declined). **YES / NO**
6. acknowledge that I have received and reviewed the General Tenancy agreement (Form 18a), the standard terms and any special conditions before completing this application. **YES / NO**
7. acknowledge that I have been made aware of the agency's privacy policy. **YES / NO**
8. declare that the above information is true and correct and supplied of my own free will. **YES / NO**
9. declare that I am not bankrupt or an undischarged bankrupt and the information provided by me is true and correct. **YES / NO**
10. acknowledge that Tessa Residential could received a rebate or commission for service referral. **YES / NO**

I have inspected the above premises and wish to apply for tenancy on the premises for a period of

_____ months, at a rental of \$ _____ per week commencing ____/____/____

Statement of costs to be paid upon approval of application

Rental bond (4 weeks rent) 4 x \$ _____ = \$ _____

Rent (2 weeks) 2 x \$ _____ = \$ _____

Total required = \$ _____

Applicants Full Name

(Please Print)

Signature

____/____/____
Date

Tessa Residential | p 07 3638 4600

Shop 1 "Central Village" | 338 Water Street, Fortitude Valley 4006

PO BOX 574, Fortitude Valley 4006

www.tessaresidential.com.au

General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008

For Residential Tenancy Authority
advice or information go to
www.rta.qld.gov.au

Part 1 Tenancy details (refer also - Addendum A - Additional Items)

Item 1	1.1 Lessor		
	Name/trading name		
Address			
C/ - Tessa Residential - Shop 1, Central Village 338 Water Street, Fortitude Valley			Postcode 4006
1.2 Phone Mobile Email			
(07) 3638 4600		admin@tessaresidential.com.au	

Item 2	2.1 Tenant/s		
	Tenant 1	Full name/s	
	Phone	Email	
	Tenant 2	Full name/s	
	Phone	Email	
	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 Tessa Residential Pty Ltd T/As Tessa Residential		
Address			
Shop 1, Central Village, 338 Water Street			
Fortitude Valley QLD			Postcode 4006
3.2 Phone Mobile Email			
(07) 3638 4600		admin@tessaresidential.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 <input type="checkbox"/> No <input checked="" type="checkbox"/>	Facsimile	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	4.2 Tenant/s			
	Email	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Facsimile	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	4.3 Agent			
Email	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Facsimile	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	

Item 5	5.1 Address of the rental premises	
	Postcode 0	
5.2 Inclusions provided. For example, furniture or other household goods let with the premises. Attach list if necessary		
As per entry condition report and inventory list (if applicable)		

Item 6	6.1 The term of the agreement is <input checked="" type="checkbox"/> fixed term agreement <input type="checkbox"/> periodic agreement	
	6.2 Starting on / /	6.3 Ending on / /
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	\$ <input type="text" value="0.00"/>	per <input checked="" type="checkbox"/> week <input type="checkbox"/> fortnight <input type="checkbox"/> month	See clause 8(1) of the Standard Terms and Addendum A - Additional Items - Item (D)
Item 8	Rent must be paid on the	<input type="text"/>	day of each <input type="text" value="Week"/>	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)			
	<input type="text" value="Direct Debit, Bank Cheque or Australian Money Order"/>			
	Details for direct credit			
	BSB no.	<input type="text"/>	Bank/building society/credit union	<input type="text"/>
	Account no.	<input type="text"/>	Account name	<input type="text"/>
	Payment reference	<input type="text"/>		
Item 10	Place of rent payment Insert where the rent must be paid. See clause 8(4) to 8(6)			
	<input type="text" value="Westpac or Tessa Residential Front Office"/>			
Item 11	Rental bond amount	\$ <input type="text" value="0.00"/>	See clause 13	
Item 12	12.1 The services supplied to the premises for which the tenant must pay See clause 16			
	Electricity	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Any other service that a tenant must pay	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	Gas	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Type <input type="text" value="Water"/>	See special terms (page 8)
	Phone	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
	12.2 Is the tenant to pay for water supplied to the premises See clause 17 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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"/>	Any other service stated in item 12.1	<input type="text"/>
	Gas	<input type="text"/>	See special terms (page 8)	
	Phone	<input type="text"/>		
Item 14	How services must be paid for Insert for each how the tenant must pay. See clause 16(d)			
	Electricity	<input type="text" value="Direct to provider"/>		
	Gas	<input type="text" value="Direct to provider"/>		
	Phone	<input type="text" value="Direct to provider"/>		
	Any other service stated in item 12.1 See special terms (page 8)	<input type="text" value="As invoiced from Tessa Residential"/>		
Item 15	Number of persons allowed to reside at the premises	<input type="text"/>	See clause 23	
Item 16	16.1 Are there any body corporate by-laws applicable to the occupation of the premises by a tenant? See clause 22 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
	16.2 Has the tenant been given a copy of the relevant by-laws See clause 22 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Item 17	17.1 Pets approved <input type="checkbox"/> Yes <input type="checkbox"/> No See clause 24(1)			
	17.2 The types and number of pets that may be kept See clause 24(2)			
	Type	<input type="text"/>	Number	<input type="text" value="0"/>
	Type	<input type="text"/>	Number	<input type="text" value="0"/>
Item 18	Nominated repairers Insert name and telephone number for each. See clause 31			
	Electrical repairs	<input type="text" value="Tessa Residential"/>	Phone	<input type="text" value="(07) 3638 4600"/>
	Plumbing repairs	<input type="text" value="Tessa Residential"/>	Phone	<input type="text" value="(07) 3638 4600"/>
	Other	<input type="text" value="Tessa Residential"/>	Phone	<input type="text" value="(07) 3638 4600"/>

Note: Refer Addendum A - Additional Items (Page 9) for additional details

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 –
 - Y the lessor or the lessor's agent enters the premises in contravention of the rules of entry under sections 192 to 199; or
 - Y 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).
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 –
 - Y the lessor's address for service
 - Y 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.

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

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

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

14 Increase in bond – s 154

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

- (2) The notice must state the increased amount and the day by which the increase must be made.
- (3) For subclause (2), the day must be at least 1 month after the tenant is given the notice.

Division 5 Outgoings

15 Outgoings – s 163

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

Examples –
body corporate levies, council general rates, sewerage charges, environment levies, land tax
- (2) This clause does not apply if -
 - (a) the lessor is the State; and
 - (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 166

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

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

Note – For details about water efficiency, see the information statement.
- (4) In deciding what is a reasonable quantity of water for subclause (3), regard must be had to the matters mentioned in section 169(4)(a) to (e).
- (5) The 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 -

- Y if there is a mortgage over the premises, the lessor might need to obtain approval from the mortgagee before the tenancy can start
- Y a certificate might be required under the *Building Act 1975* before the premises can lawfully be occupied
- Y 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 -

 - Y using paints or chemicals on the premises that go onto or cause odours on adjoining land
 - Y causing loud noises
 - Y 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 -

- Y that the tenant may remove the fixture
Y that the tenant must repair damage caused when removing the fixture
Y 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 -

- Y wear that happens during normal use
- Y 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.

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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 attached: Addendum A - Additional Items & Addendum B - Special Terms (as forming part of this Agreement)

Refer to Addendum Item F1

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

Tessa Residential Pty Ltd T/As Tessa Residential

Signature

Date / /

in the presence of (witness)

Print name

Witness signature

Date / /

Signature of tenant 1

Print name

Signature

Date / /

in the presence of (witness)

Print name

Witness signature

Date / /

Signature of tenant 2

Print name

Signature

Date / /

in the presence of (witness)

Print name

Witness signature

Date / /

Signature of tenant 3

Print name

Signature

Date / /

in the presence of (witness)

Print name

Witness signature

Date / /

Addendum A - Additional Items

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

Item A Additional Tenants

Tenant 4	Full name/s
Phone	Email

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

	Postcode 0

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

--

Item D Rent Increase See Clause 10 of the Standard Terms & Clause 9 of Addendum B - Special Terms

Rent Increase: Applicable ☐ Yes ☐ No

Commencing on: (If known)

(a) New Rent will be \$ per ☐ week ☐ fortnight ☐ month (single increase only) **OR**

(b) Determined by the method as outlined below:

--

Note: Method must be set out clearly for tenants to understand. Use appropriate examples where necessary

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

The Tenant acknowledges having received one of the following:

- ☐ a copy of the current Pool Safety Certificate
OR ☒ a Form 36 - Notice of No Pool Safety Certificate (Body Corporate shared pool only)

Item F Key collection & return

Keys available for collection: (new tenancies only)

Date: ☐ On the starting date stated in Item 6.2 **OR** ☐

Time:

Instructions for returning keys upon vacating:

--

Item G Additional Tenant Signatures

Signature of tenant 4

Print name

--

Signature

--

Date / /

in the presence of (witness)

Print name

--

Witness signature

--

Date / /

Addendum B - Special Terms

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

1 Condition of Premises

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

2 Care of Premises

The Tenant agrees:

- (a) Not to do anything that involves painting, marking or defacing the premises internally or externally or using nails, screws or adhesives without the prior written consent of the Lessor.
- (b) To place all household rubbish in the bin provided by the local authority and put the bin out for collection on the designated day for collection and remove the bin to the premises as soon as practicable after it has been emptied and return it to its allotted place.
- (c) Not to use any sink, basin, toilet, drain or like facility in or connected to the premises for other than their intended use or to do anything that might damage or block the plumbing drainage or sewerage system servicing the premises.
- (d) Not to affix any television antenna to the premises.
- (e) Not to hang washing, or other articles anywhere but in areas provided or designated for this purpose.
- (f) To maintain all garden areas including watering trees and other plants, to mow the lawn and remove garden rubbish (including pet waste) from the premises.
- (g) Not to construct &/or use a portable wading pool, spa or such other regulated pool/s that:
 - (1) is capable of being filled with water to a depth of more than 300mm; or
 - (2) has a volume of more than 2000L; or
 - (3) has a filtration system.Such pools as described above are considered regulated pools under the *Building Act 1975* and require compliant pool fencing &/or pool barriers.
- (h) To only operate any machinery, plant or equipment on the premises in accordance with the lessor's or manufacturer's instructions.
- (i) Not to maliciously or negligently damage the premises or any part of the premises.
- (j) Not to alter or remove any fixture or inclusion of the premises or add any lock or security device without the lessor's agreement, and in such case to provide the lessor / lessor's agent with a copy of the key or access codes.
- (k) To, in respect to smoke alarms in the premises:
 - (1) test each smoke alarm at least once every 12 months of the tenancy by:
 - (a) pressing a button or other device on the smoke alarm to indicate whether the alarm is capable of detecting smoke; or
 - (b) testing the alarm in the way stated in the Information Statement.
 - (2) replace, in accordance with the Information Statement, each battery that is spent or that the Tenant is aware is almost spent.
 - (3) advise the lessor / lessor's agent as soon as practicable when the tenant is aware a smoke alarm has failed or is about to fail
 - (4) clean each smoke alarm as stated in the information statement at least once every 12 months of the tenancy
 - (5) not remove or do anything that would reduce the effectiveness of a smoke alarm
- (l) To replace cracked and/or broken glass where such breakage has arisen as a result of malicious damage or other action on the part of the tenant or it's guest/s.

- (m) To keep the premises free of rodents, cockroaches and other vermin and to notify the lessor promptly of any vermin or pest infestation which, should the presence of such vermin or pest infestation have arisen due to act or neglect on the part of the tenant, shall be the tenant's responsibility to remedy.
- (n) To replace any light bulbs and fluro tubes that have blown during the term of the tenancy.
- (o) To at all times during the term of the tenancy, comply with the terms of this General Tenancy Agreement including Addendum B - Special Terms.

3 During Occupancy

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

4 End of Occupancy

The tenant will on vacating the premises:

- (a) Return all keys, keycards and other security devices (if any) and make good the cost of replacement should any of these items not be returned or be lost at any time.
- (b) Have all carpets professionally cleaned on the last day of the tenancy to a similar standard as provided by the lessor/lessor's agent at the start of the tenancy.
- (c) Fair wear and tear accepted, repair damage to the premises arising or as a result of the tenant's or its guest's actions including damage (if any) caused by the Tenant's pets.
- (d) Remove all the tenant's property from the premises including rubbish and property on the premises not the property of the lessor.
- (e) Leave the premises (including the grounds) in a neat and tidy condition
- (f) Fumigate as reasonably required if pets have been on the premises.
- (g) Provide written evidence of compliance with the requirements of Addendum B - Special Terms - Clause 4 (b), (c) & (f) to the lessor / lessor's agent on or before vacating.
- (h) Return all remote control devices in good working order and condition including batteries, and where not returned, make good the cost of replacement.

5 Breach of Tenancy

Note: Section 429 of the Act states:

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

- (1) The lessor having, where appropriate, taken reasonable steps to mitigate its losses, may claim from the tenant any reasonable costs or expenses incurred by the lessor arising from or as a result of:
 - (a) the acts or omissions of the tenant, its guest or invitees other than invitees permitted to enter the Premises for the purpose of carrying out works as authorised by the lessor or lessor's agent in accordance with this agreement.
 - (b) the tenant's failure to comply with the tenant's obligations under the Act or this agreement.
- (2) If at the end of the tenancy the tenant is in breach of any of its obligations under this tenancy agreement the lessor may rectify such breach and claim the cost of such rectification from the rental bond or the tenant, subject to the provisions of the Act.
- (3) Should the agreement be terminated by the tenant or by a tenant's breach of the agreement before the ending date of this Agreement:
 - (a) the tenant agrees to pay reasonable costs (re-letting and advertising costs) in accordance with Clause 7 of the Standard Terms of this agreement and continue to fulfill their obligations under this agreement until another General Tenancy Agreement is entered into by the lessor / lessor's agent for the Premises or until the tenant's General Tenancy Agreement expires, whichever is sooner.

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

6 Insurance/Indemnity

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

7 Liability Statement

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

Note: The provisions of Section 429 allow either party to apply to the Tribunal in case of a dispute.

8 Interpretation

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

9 Notice of Rent Increases

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

- (1) subject to Clause 10 of the Standard Terms, the rental may be increased before the term ends and such increase shall be as set out in Addendum A - Additional Items - Item (D).
- (2) Notice must be given by the lessor / lessor's agent not less than two months prior to the rent increase commencement date advising of a rental increase and the date of such increase.

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

10 Provision of Documents

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

11 Inspections

- (1) The tenant will permit the lessor / lessor's agent, on entering the Premises in accordance with Clause 20 (routine inspections) of the Standard Terms, to photographically record the condition of the Premises. Such photos will be used solely for the purposes of identifying any damage or defects that become apparent during the inspection and may be distributed to people involved in rectification including the lessor of the rental Premises. Such photos may not be used for advertising or any other purpose and copies will be provided to the tenant on request at no charge. Should the lessor / lessor's agent require photos of the Premise for any purpose other than as outlined above the lessor / lessor's agent must obtain the tenant's written authorisation.
- (2) Reasonable care will be taken to avoid such photographic records including details of the tenant's personal property and effects.

12 Privacy Statement

- (1) The lessor's agent must comply with the provisions of the Australian Privacy Principles (*Privacy Act 1988*) and where required maintain a Privacy Policy.
- (2) The Privacy Policy outlines how the lessor's agent collects and uses personal information provided by you as the tenant, or obtained by other means, to provide the services required by you or on your behalf.

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

- (1) the lessor of the Premises to which this Tenancy Agreement applies; &/or
- (2) (subject to the provisions of Chapter 9 of the Act) residential tenancy databases for the purpose of enabling a proper assessment of the risk in providing you with the lease and if applicable listing tenancy agreement breaches; &/or
- (3) tradespeople and similar contractors engaged by the lessor / lessor's agent in order to facilitate the carrying out of works with respect to the Premises; &/or
- (4) the lessor's insurance companies; authorised real estate personnel; courts and tribunals and other third parties as may be required by the lessor's agent relating to the administration of the Premises and use of the lessor's agent's services; &/or
- (5) Body Corporates
- (4) Without provision of certain information the lessor's agent may not be able to act effectively or at all in the administration of this Agreement.
- (5) The tenant has the right to access such personal information and may require correction or amendment of any inaccurate, incomplete, out of date or irrelevant information.
- (6) The lessor's agent will provide (where applicable), on request, a copy of its Privacy Policy.

13 Telephone

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

14 Special Terms

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

Addendum

F1. Special Terms

1. Rent is to be paid in multiples of the weekly, fortnightly or monthly rent.
2. The tenant/s accepts full responsibility for any animal that the tenant brings or allows upon the rented premises with or without consent of the Lessor. The tenant/s will solely be liable for all loss and damage or injury suffered by any person who is attacked by any such animal; but if any action is brought against the Lessor or Agent by any person despite the tenant being responsible as aforesaid, the Tenant will indemnify and hold harmless the Lessor and Agent from any claim, action, suit or demand brought against it/them by any person injured by such animal.
3. The tenant agrees that if a new tenant is to be added onto the tenancy agreement after the original lease agreement is entered into, each additional person will be charged a fee of \$110.00 Inc GST payable to the Agent.
4. The tenant agrees that the carpet must be professionally steam cleaned at the end of the tenancy or when requested by the agent. The agent may request a steam clean to be completed mid tenancy at the tenants cost or any of these items mentioned, if the agent deems that excessive uncleanliness is likely to cause permanent damage to the said items. Proof of service must be provided to the agent via original receipt.
5. The tenant agrees to have the entire property professionally cleaned at the end of tenancy. Proof of service must be provided to the Agent via original receipt.
6. The tenant is responsible for replacing all light bulbs and fluoro light starters that cease working throughout the tenancy and upon vacating.
7. The tenant agrees to accept the property with the features and inclusions as per the advertising and personal inspection.
8. The tenant agrees to clean & maintain the filters and outside unit of any air-conditioning units (if applicable) in the property on a monthly basis. This does not include the filters of any ducted air conditioning system included with the property.
9. There is to be no smoking inside the premises. Any damage that is caused due to smoking in the apartment including any lingering odour will be the responsibility of the tenant/s to have rectified at the tenant's cost.
10. All blinds and curtains in the property must be cleaned prior to vacating the property as needed; giving consideration to their state at the beginning of the tenancy as per the entry condition report.
11. All invoices payable to the Agent must be paid within 30 days.
12. All repairs are to be referred to the Managing Agent/Lessor except in the case of an emergency. In normal circumstances, failure to obtain the Lessor permission could result in the Tenant/s being liable for the payment of the account. If a tradesperson is called and it is proven no repair was required (e.g incorrect use of the item or tenant's unawareness of the appliance function etc) - the service call shall be the responsibility of the Tenant/s. If a tradesperson is not permitted access during normal working hours by the Tenant/s, the after hours service fee will be payable by the tenant.
13. Personal contents insurance for the tenant's belongings is the responsibility of the tenant/s. The Lessor accepts no responsibility for the tenant/s personal belongings or goods.
14. The tenant understands and agrees that it is their full responsibility to arrange entry into the property in the event that they lose/misplace their keys, or their keys are unavailable to them for any reason.
15. The tenant/s agrees that should they break their lease agreement, a \$99.00 advertising fee will be payable to the agent along with re-imbusement of the letting fee (1 weeks rent + GST) and rent will be payable up until the day before a new tenant moves in.
16. The tenant/s agrees that if they have given notice to vacate the property on expiry of their lease agreement and the keys are not returned on that date, the tenant/s will be responsible for rent up until the day the keys are returned to our office. If keys returned do not match photocopy of keys given at beginning of the tenancy, the tenant shall be charged for each additional key that needs to be cut.
17. The tenant/s agrees that if the property is not returned to the condition as the

per the entry condition report they shall have 24 hours from the time of the vacate inspection to return the property to this condition or professional contractors will be arranged and invoices paid from the bond.

18. The tenant/s agree that if there is a animal residing at the property they are required to have a professional pest spray completed upon vacating and receipt provided to our office.

19. In accordance with Special Term clause 2 (a), Blotack, nails or screws and other similar products are not to be used on any interior surface of the premises without prior written approval from the Lessor.

20. The parties agree the tenant and/or the tenant's guests are not to park or store vehicles including trailers/boats/caravans on areas other than those designated for parking.

21. Where the premises includes a car space and/or driveway for the tenants exclusive use, the tenant acknowledges and confirms it is the tenants responsibility to keep such areas free of oil stains and otherwise keep such areas clean & tidy.