

Contributions Breakdown Report

For The Period 01 July 2021 - 30 June 2022



Summary

Member	D.O.B	Age (at 30/06/2021)	Total Super Balance (at 30/06/2021) *1	Concessional	Non-Concessional	Other	Reserves	Total
McFarland, Peter John	10/06/1968	53	408,900.85	25,660.00	0.00	0.00	0.00	25,660.00
McFarland, Rebecca Jayne	30/06/1973	48	128,862.47	18,125.00	0.00	0.00	0.00	18,125.00
All Members				43,785.00	0.00	0.00	0.00	43,785.00

*1 TSB can include information external to current fund's transaction records. The amount is per individual across all funds.

Contribution Caps

Member	Contribution Type	Contributions	Cap	Current Position
McFarland, Peter John	Concessional	25,660.00	27,500.00	1,840.00 Below Cap
	Non-Concessional	0.00	110,000.00	110,000.00 Below Cap
McFarland, Rebecca Jayne	Concessional	18,125.00	94,014.00	75,889.00 Below Cap
	(5 year carry forward cap available)			
	Non-Concessional	0.00	110,000.00	110,000.00 Below Cap

Carry Forward Unused Concessional Contribution Cap

Member	2017	2018	2019	2020	2021	2022	Current Position
McFarland, Peter John							
Concessional Contribution Cap	30,000.00	25,000.00	25,000.00	25,000.00	25,000.00	27,500.00	
Concessional Contribution	25,000.00	25,000.00	12,000.00	22,200.00	40,800.00	25,660.00	
Unused Concessional Contribution	0.00	0.00	13,000.00	2,800.00	0.00	1,840.00	
Cumulative Carry Forward Unused	N/A	N/A	0.00	13,000.00	15,800.00	0.00	
Maximum Cap Available	30,000.00	25,000.00	25,000.00	38,000.00	40,800.00	27,500.00	1,840.00 Below Cap
Total Super Balance	0.00	205,815.77	288,125.72	268,424.83	321,605.87	408,900.85	
McFarland, Rebecca Jayne							
Concessional Contribution Cap	30,000.00	25,000.00	25,000.00	25,000.00	25,000.00	27,500.00	
Concessional Contribution	15,200.00	10,700.00	7,750.00	0.00	736.00	18,125.00	
Unused Concessional Contribution	0.00	0.00	17,250.00	25,000.00	24,264.00	9,375.00	
Cumulative Carry Forward Unused	N/A	N/A	0.00	17,250.00	42,250.00	66,514.00	
Maximum Cap Available	30,000.00	25,000.00	25,000.00	42,250.00	67,250.00	94,014.00	75,889.00 Below Cap
Total Super Balance	0.00	74,115.44	103,811.35	99,543.17	111,537.42	128,862.47	

NCC Bring Forward Caps

Member	Bring Forward Cap	2019	2020	2021	2022	Total	Current Position
Mcfarland, Peter John	N/A	0.00	0.00	0.00	0.00	N/A	Bring Forward Not Triggered
Mcfarland, Rebecca Jayne	N/A	29.00	0.00	0.00	0.00	N/A	Bring Forward Not Triggered

Mcfarland, Peter John

Date	Transaction Description	Ledger Data			SuperStream Data									
		Contribution Type	Concessional	Non-Concession	Other	Reserves	Contribution	Employer	Concessional	Non-Concess	Other			
05/07/2021	PETER MCFARLAND Super Payment	Personal - Concessional	500.00											
12/07/2021	PETER MCFARLAND Super Payment	Personal - Concessional	500.00											
19/07/2021	PETER MCFARLAND Super Payment	Personal - Concessional	500.00											
26/07/2021	PETER MCFARLAND Super Payment	Personal - Concessional	500.00											
02/08/2021	PETER MCFARLAND Super Payment	Personal - Concessional	500.00											
09/08/2021	PETER MCFARLAND Super Payment	Personal - Concessional	500.00											
16/08/2021	PETER MCFARLAND Super Payment	Personal - Concessional	500.00											
23/08/2021	PETER MCFARLAND Super Payment	Personal - Concessional	500.00											
30/08/2021	PETER MCFARLAND Super Payment	Personal - Concessional	500.00											
06/09/2021	PETER MCFARLAND Super Payment	Personal - Concessional	500.00											
13/09/2021	PETER MCFARLAND Super Payment	Personal - Concessional	500.00											
20/09/2021	PETER MCFARLAND Super Payment	Personal - Concessional	500.00											

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27/09/2021	Super Payment PETER MCFARLAND Super Payment	Personal - Concessional	500.00
04/10/2021	PETER MCFARLAND Super Payment	Personal - Concessional	500.00
11/10/2021	PETER MCFARLAND Super Payment	Personal - Concessional	500.00
18/10/2021	PETER MCFARLAND Super Payment	Personal - Concessional	500.00
25/10/2021	PETER MCFARLAND Super Payment	Personal - Concessional	500.00
01/11/2021	PETER MCFARLAND Super Payment	Personal - Concessional	500.00
01/11/2021	SLA Funding \$660	Personal - Concessional	660.00
08/11/2021	PETER MCFARLAND Super Payment	Personal - Concessional	500.00
15/11/2021	PETER MCFARLAND Super Payment	Personal - Concessional	500.00
22/11/2021	PETER MCFARLAND Super Payment	Personal - Concessional	500.00
29/11/2021	PETER MCFARLAND Super Payment	Personal - Concessional	500.00
06/12/2021	PETER MCFARLAND Super Payment	Personal - Concessional	500.00
13/12/2021	PETER MCFARLAND Super Payment	Personal - Concessional	500.00
20/12/2021	PETER MCFARLAND Super Payment	Personal - Concessional	500.00
29/12/2021	PETER MCFARLAND Super Payment	Personal - Concessional	500.00
04/01/2022	PETER MCFARLAND Super Payment	Personal - Concessional	500.00
10/01/2022	PETER	Personal -	500.00

Date	Transaction Description	Contribution Type	Concessional	Other	Reserves	Contribution	Employer	Concessional	Non-Concess	Other
17/01/2022	MCFARLAND Super Payment	Concessional								
	PETER MCFARLAND Super Payment	Personal - Concessional	500.00							
24/01/2022	PETER MCFARLAND Super Payment	Personal - Concessional	500.00							
25/01/2022	Paul MCFARLAND Super Payment	Employer	285.00							
31/01/2022	PETER MCFARLAND Super Payment	Personal - Concessional	500.00							
01/02/2022	Paul MCFARLAND Super Payment	Employer	285.00							
07/02/2022	PETER MCFARLAND Super Payment	Personal - Concessional	500.00							
14/02/2022	PETER MCFARLAND Super Payment	Personal - Concessional	500.00							
21/02/2022	PETER MCFARLAND Super Payment	Personal - Concessional	500.00							
28/02/2022	PETER MCFARLAND Super Payment	Personal - Concessional	500.00							
07/03/2022	PETER MCFARLAND Super Payment	Personal - Concessional	375.00							
22/04/2022	ATO ATO0090000161019 62	Employer	2,850.00			Employer	2,850.00			
24/06/2022	ATO ATO0050000161554 91	Employer	3,705.00			Employer	3,705.00			
Total - Mcfarland, Peter John			25,660.00	0.00	0.00			6,555.00	0.00	0.00

Employer

\$ 7125

Proved \$18535

Mcfarland, Rebecca Jayne

Date	Transaction Description	Contribution Type	Concessional	Other	Reserves	Contribution	Employer	Concessional	Non-Concess	Other
06/09/2021	PETER	Personal -	10,000.00							
Total - Mcfarland, Peter John			25,660.00	0.00	0.00			6,555.00	0.00	0.00

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07/03/2022	MCFARLAND TRANSFER	Concessional	125.00
	PETER MCFARLAND Super Payment	Personal - Concessional	
14/03/2022	PETER MCFARLAND Super Payment	Personal - Concessional	500.00
21/03/2022	PETER MCFARLAND Super Payment	Personal - Concessional	500.00
28/03/2022	PETER MCFARLAND Super Payment	Personal - Concessional	500.00
04/04/2022	PETER MCFARLAND Super Payment	Personal - Concessional	500.00
11/04/2022	PETER MCFARLAND Super Payment	Personal - Concessional	500.00
19/04/2022	PETER MCFARLAND Super Payment	Personal - Concessional	500.00
26/04/2022	PETER MCFARLAND Super Payment	Personal - Concessional	500.00
02/05/2022	PETER MCFARLAND Super Payment	Personal - Concessional	500.00
09/05/2022	PETER MCFARLAND Super Payment	Personal - Concessional	500.00
16/05/2022	PETER MCFARLAND Super Payment	Personal - Concessional	500.00
23/05/2022	PETER MCFARLAND Super Payment	Personal - Concessional	500.00
30/05/2022	PETER MCFARLAND Super Payment	Personal - Concessional	500.00
06/06/2022	PETER MCFARLAND Super Payment	Personal - Concessional	500.00
13/06/2022	PETER MCFARLAND Super Payment	Personal - Concessional	500.00
20/06/2022	PETER MCFARLAND Super Payment	Personal - Concessional	500.00

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27/06/2022	PETER MCFARLAND Super Payment	Personal - Concessional	500.00			
Total - Mcfarland, Rebecca Jayne			18,125.00	0.00	0.00	0.00

Total for All Members			43,785.00	0.00	0.00	0.00
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Leeza Cox

From: pjrmacka@bigpond.com
Sent: Friday, 17 February 2023 1:53 PM
To: Leeza Cox
Subject: RE: McFarland Super Fund - tax queries 2022

Hi Leeza
See below in Red.
Regards Pete.

From: Leeza Cox <Leeza@SimmonsLivingstone.com.au>
Sent: Friday, February 17, 2023 11:19 AM
To: 'pjrmacka@bigpond.com' <pjrmacka@bigpond.com>
Subject: RE: McFarland Super Fund - tax queries 2022

Hi Peter

I've checked with Josh from Mortgage Broking (Hanan is no longer working here) for the loan statements mentioned at item 1 & 2 below, but they don't have anything past 30 June 2021 sorry. Can you please contact Latrobe and ask for a copy.

I will contact Latrobe and see if they can email over.

I don't understand Josh would have this because they did the Settlement with Latrobe and transfer over to new Bank with Firstmac???

With regards to item 4 below, are these employer contributions for yourself or Bec?

Myself Peter McFarland

Did you have any luck with item 5? Mortgage broking can't determine where the money came from to pay the invoice sorry.

I'm sure in my paperwork in the Folder there was a Receipt for \$660.00 which would be one of the Properties that was transferred over.

Also on the St George Statements you have them all, is there anything showing up there???

For item 6 below, the only document under the insurance tab in your folder just shows the premium paid, not the sum insured (there's no spreadsheet that you mentioned, but the auditor will need a document issued by the insurer in any case please) – can you please revisit this query and contact your insurance broker for further documents if you can't find anything more at your end.

The Statement is behind Becks Life Insurance Renewal from Craig Burling????

Can you send a copy of Becks Insurance back to me on email as you have all the paperwork???

If not, I will chase up over the weekend, with our Insurance provider.

Wishing you a great weekend.

Please let me know if you have any questions.
My usual office hours are 7am – 2pm weekdays.

Kind Regards,

Leeza Cox
ACCOUNTANT

Tel 07 5561 8800 | Fax 07 5561 8700
Email leeza@simmonsLivingstone.com.au



Leeza Cox

From: pjrjmacka@bigpond.com
Sent: Wednesday, 15 February 2023 4:03 PM
To: Leeza Cox
Subject: RE: McFarland Super Fund - tax queries 2022

Hi Leeza
See below in Red.

From: Leeza Cox <Leeza@SimmonsLivingstone.com.au>
Sent: Wednesday, February 15, 2023 11:51 AM
To: 'pjrjmacka@bigpond.com' <pjrjmacka@bigpond.com>
Subject: McFarland Super Fund - tax queries 2022

Hi Peter

How are you?

We're working away on your Super Fund accounts at the moment and just need a few more bits and pieces please, as follows:-

UP

- 1. La Trobe loan ***1877 (Unit 1) – statements from 1 October 2021 to closure of account, showing the nil balance

When I got on line the other day it didn't allow me to see the October Statements. Your Office did the refinancing of these Loans please speak with Hanin Salib as she have those with them for both Accounts.

- 2. La Trobe loan ***1885 (Unit 2) – statements from 1 November 2021 to closure of account, showing the nil balance

When I got on line the other day it didn't allow me to see the November Statements.

- 3. Investment strategy – please review your investment strategy and let me know if you'd like to make any changes and I'll send you through an editable version. Alternatively if are satisfied that it continues to meet your needs and objectives, please sign and return the attached minute. Please note it is an ATO requirement that you regularly review your investment strategy as needed but at least annually and when your circumstances change.

We are currently happy with the existing investment strategy.

Minute Rec'd

- 4. There were two deposits with the description "Paul" on 25/01/22 & 01/02/22 for \$285 each. Can you please give more information about those deposits, for eg were they from an employer, or are they personal contributions, or something else?x

Employer Super Contributions

- who's employes - Peters

UP

- 5. The invoices for SLA Funding for \$660 – did you pay this invoice personally as I can't see it coming out of the bank account

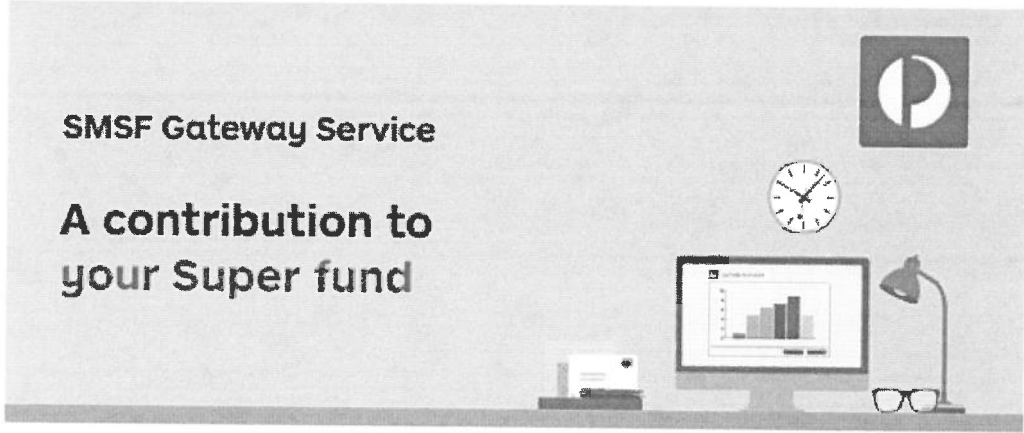
I thought the invoices were there maybe not, not showing on the St George Account Bank Statements???. If not would Hanin Salib have those Payments on where they were paid from and if not, I would paid them from another account, I will check and let you know.

Personally pd.

- 6. AiA Insurance Bec – please provide more documents showing the sum insured for the 2022 financial year please.

There is a Spreadsheet showing that behind the Becks Personal insurance from Craig Burling???

Not there



Dear PETER MCFARLAND ,

We're pleased to advise you that the Australia Post SMSF Gateway Service has received a superannuation contribution message from **THE TRUSTEE FOR S & P MANAGEMENT 88 TRUST** on 22-04-2022 .

Your employer should have made a contribution to your nominated bank account with a payment reference number of **ATO009000016101962**.

The message contains the following types of contributions to the **THE TRUSTEE FOR MCFARLAND FAMILY SUPERANNUATION FUND** Fund:

Superannuation Guarantee

If any of the details above are incorrect, please let us know immediately by emailing superannuation@auspost.com.au

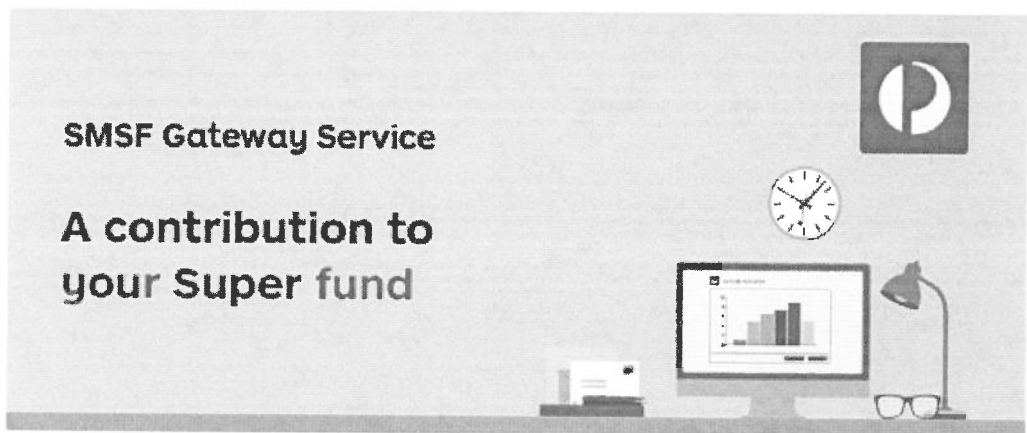
Kind Regards

The SMSF Gateway Team

You have received this correspondence to notify you of a contribution data message having been received by the SMSF Gateway Service provided by Australia Post. Your personal information is managed in accordance with Australia Post's privacy policy which is available at www.auspost.com.au. Australia Post may only disclose the information provided by you if required or authorized by law, or in accordance with our privacy policy. You may obtain access to your personal information by contacting the Privacy Contact Officer, Australia Post, GPO Box 1777, Melbourne, Vic, 3001.

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SMSF Gateway Service

**A contribution to
your Super fund**

Dear **PETER MCFARLAND** ,

We're pleased to advise you that the Australia Post SMSF Gateway Service has received a superannuation contribution message from **THE TRUSTEE FOR S & P MANAGEMENT 88 TRUST** on **24-06-2022** .

Your employer should have made a contribution to your nominated bank account with a payment reference number of **ATO005000016155491**.

The message contains the following types of contributions to the **THE TRUSTEE FOR MCFARLAND FAMILY SUPERANNUATION FUND** Fund:

Superannuation Guarantee

If any of the details above are incorrect, please let us know immediately by emailing superannuation@auspost.com.au

Kind Regards

The SMSF Gateway Team

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Superannuation Payments

Peters :-	\$ 25000
Becks :-	\$ 18125 ✓
<u>Total</u>	<u>\$ 43125</u>

Employer	7125
Personal	18535
	<u>25660</u>

Includes \$660
SLA funding
Pd personally.

client supplied

2-1



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McFarland Super P/L atf McFarland Fam. Super Fund
2/55 Cronin Ave
Main Beach QLD 4217

Folio Summary

Folio: OWN01785
From: 1/07/2021
To: 30/06/2022
Created: 1/07/2022

Money In	Money Out	Balance
\$42,509.48	\$2,365.73	\$40,143.75

Account	Included Tax	Money Out	Money In
1/21 Brown Street, LABRADOR QLD			
Rent			\$20,680.00
Water Usage		C	\$402.57
Management Fees	\$103.40	\$1,136.88	
Subtotal		<u>\$1,136.88</u>	<u>\$21,082.57</u> (A)
2/21 Brown street, LABRADOR QLD			
Rent			\$20,912.11
Water Usage		D	\$514.80
Management Fees	\$104.56	\$1,149.65	
Subtotal		<u>\$1,149.65</u>	<u>\$21,426.91</u> (B)
Account Transactions			
Postage & Petties	\$7.20	E	\$79.20
Subtotal		<u>\$79.20</u>	<u>\$0.00</u>
Total		<u>\$2,365.73</u>	<u>\$42,509.48</u>
Total Tax on Money Out: \$215.16			

POSTED

2.2



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McFarland Super P/L atf McFarland Fam. Super Fund
2/55 Cronin Ave
Main Beach QLD 4217

Tax Invoice
Account OWN01785
Statement #47
16 Jul 2021

Summary table with 2 columns: Category, Amount. Rows: Money In \$2,040.00, Money Out \$115.45, You Received \$1,924.55

Details for Account OWN01785

Balance brought forward

Table with 2 columns: Money Out, Money In. Row: Balance brought forward, \$0.00

1/21 Brown Street, LABRADOR QLD 4215

Rented for \$390.00 per week

Shane LANGHAM; Maria Langham paid to 19/07/2021

Rent paid to 11/07/2021 with part payment of \$34.48 (previously paid to 4/07/2021 + \$34.48)

\$390.00

Rent paid to 18/07/2021 with part payment of \$34.48 (previously paid to 11/07/2021 + \$34.48)

\$390.00

Management Fee *

\$42.88

Total

\$42.88

\$780.00

2/21 Brown street, LABRADOR QLD 4215

Rented for \$390.00 per week

Charles, Andrew paid to 22/07/2021

Rent paid to 1/07/2021 with part payment of \$243.60 (previously paid to 24/06/2021 + \$253.60)

\$380.00

Rent paid to 8/07/2021 with part payment of \$293.60 (previously paid to 1/07/2021 + \$243.60)

\$440.00

Rent paid to 15/07/2021 with part payment of \$343.60 (previously paid to 8/07/2021 + \$293.60)

\$440.00

Management Fee *

\$69.27

Total

\$69.27

\$1,260.00

Account Transactions

Postage and Petties *

\$3.30

Withdrawal by EFT to owner Mcfarland superannuation

\$1,924.55

[EFT Transfer to: Mcfarland superannuation, (114879) - ***266]

Balance remaining

\$0.00

2.3

GST Summary

Total Tax on agency fees
(* includes Tax)

\$10.50

2.4



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McFarland Super P/L atf McFarland Fam. Super Fund
2/55 Cronin Ave
Main Beach QLD 4217

Tax Invoice
Account OWN01785
Statement #48
2 Aug 2021

Money In	\$1,560.00
Money Out	\$89.06
You Received	\$1,470.94

Details for Account OWN01785

Balance brought forward

Money Out Money In
\$0.00

1/21 Brown Street, LABRADOR QLD 4215

Rented for \$390.00 per week
Shane LANGHAM; Maria Langham paid to 2/08/2021

Rent paid to 25/07/2021 with part payment of \$34.48 (previously paid to 18/07/2021 + \$34.48)
Rent paid to 1/08/2021 with part payment of \$34.48 (previously paid to 25/07/2021 + \$34.48)
Management Fee *

\$390.00
\$390.00

\$42.88

Total

\$42.88 \$780.00

2/21 Brown street, LABRADOR QLD 4215

Rented for \$390.00 per week
Charles, Andrew paid to 5/08/2021

Rent paid to 22/07/2021 with part payment of \$343.60 (previously paid to 15/07/2021 + \$343.60)
Rent paid to 29/07/2021 with part payment of \$343.60 (previously paid to 22/07/2021 + \$343.60)
Management Fee *

\$390.00
\$390.00

\$42.88

Total

\$42.88 \$780.00

Account Transactions

Postage and Petties *
Withdrawal by EFT to owner Mcfarland superannuation
[EFT Transfer to: Mcfarland superannuation, (114879) - ***266]

\$3.30
\$1,470.94

Balance remaining

\$0.00

2.5

GST Summary

Total Tax on agency fees
(* includes Tax)

\$8.10

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McFarland Super P/L atf McFarland Fam. Super Fund
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Tax Invoice
Account OWN01785
Statement #49
- 16 Aug 2021

Money In	\$1,566.20
Money Out	\$89.40
You Received	\$1,476.80

Details for Account OWN01785

Balance brought forward

Money Out	Money In
	\$0.00

1/21 Brown Street, LABRADOR QLD 4215

Rented for \$390.00 per week
Shane LANGHAM; Maria Langham paid to 16/08/2021

Rent paid to 8/08/2021 with part payment of \$34.48 (previously paid to 1/08/2021 + \$34.48)		\$390.00
Rent paid to 15/08/2021 with part payment of \$34.48 (previously paid to 8/08/2021 + \$34.48)		\$390.00
Management Fee *	\$42.88	
Total	\$42.88	\$780.00

2/21 Brown street, LABRADOR QLD 4215

Rented for \$390.00 per week
Charles, Andrew paid to 19/08/2021

Rent paid to 5/08/2021 with part payment of \$343.60 (previously paid to 29/07/2021 + \$343.60)		\$390.00
Rent paid to 5/08/2021 with part payment of \$349.80 (previously paid to 5/08/2021 + \$343.60)		\$6.20
Rent paid to 12/08/2021 with part payment of \$349.80 (previously paid to 5/08/2021 + \$349.80)		\$390.00
Management Fee *	\$43.22	
Total	\$43.22	\$786.20

Account Transactions

Postage and Petties *	\$3.30	
Withdrawal by EFT to owner Mcfarland superannuation [EFT Transfer to: Mcfarland superannuation, (114879) - ***266]	\$1,476.80	
Balance remaining		\$0.00

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GST Summary

Total Tax on agency fees
(* includes Tax)

\$8.13

2-8



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McFarland Super P/L atf McFarland Fam. Super Fund
2/55 Cronin Ave
Main Beach QLD 4217

Tax Invoice
Account OWN01785
Statement #50
1 Sep 2021

Money In	\$1,560.00
Money Out	\$89.06
You Received	\$1,470.94

Details for Account OWN01785

Balance brought forward

Money Out Money In
\$0.00

1/21 Brown Street, LABRADOR QLD 4215

Rented for \$390.00 per week

Shane LANGHAM; Maria Langham paid to 30/08/2021

Rent paid to 22/08/2021 with part payment of \$34.48 (previously paid to 15/08/2021 + \$34.48)

\$390.00

Rent paid to 29/08/2021 with part payment of \$34.48 (previously paid to 22/08/2021 + \$34.48)

\$390.00

Management Fee *

\$42.88

Total

\$42.88

\$780.00

2/21 Brown street, LABRADOR QLD 4215

Rented for \$390.00 per week

Charles, Andrew paid to 2/09/2021

Rent paid to 19/08/2021 with part payment of \$349.80 (previously paid to 12/08/2021 + \$349.80)

\$390.00

Rent paid to 26/08/2021 with part payment of \$349.80 (previously paid to 19/08/2021 + \$349.80)

\$390.00

Management Fee *

\$42.88

Total

\$42.88

\$780.00

Account Transactions

Postage and Petties *

\$3.30

Withdrawal by EFT to owner Mcfarland superannuation

\$1,470.94

[EFT Transfer to: Mcfarland superannuation, (114879) - ***266]

Balance remaining

\$0.00

2-9

GST Summary

Total Tax on agency fees

\$8.10

(* includes Tax)

2.10



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McFarland Super P/L atf McFarland Fam. Super Fund
2/55 Cronin Ave
Main Beach QLD 4217

Tax Invoice
Account OWN01785
Statement #51
16 Sep 2021

Money In	\$2,048.23
Money Out	\$110.50
You Received	\$1,937.73

Details for Account OWN01785

Balance brought forward

Money Out	Money In
	\$0.00

1/21 Brown Street, LABRADOR QLD 4215

Rented for \$390.00 per week
Shane LANGHAM; Maria Langham paid to 20/09/2021

Rent paid to 5/09/2021 with part payment of \$34.48 (previously paid to 29/08/2021 + \$34.48)		\$390.00
Rent paid to 12/09/2021 with part payment of \$34.48 (previously paid to 5/09/2021 + \$34.48)		\$390.00
Rent paid to 19/09/2021 with part payment of \$34.48 (previously paid to 12/09/2021 + \$34.48)		\$390.00
11/5/21 - 2/8/21 = 23ki		\$98.23
Management Fee *	\$64.32	

Total	\$64.32	\$1,268.23
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2/21 Brown street, LABRADOR QLD 4215

Rented for \$390.00 per week
Charles, Andrew paid to 16/09/2021

Rent paid to 2/09/2021 with part payment of \$349.80 (previously paid to 26/08/2021 + \$349.80)		\$390.00
Rent paid to 9/09/2021 with part payment of \$349.80 (previously paid to 2/09/2021 + \$349.80)		\$390.00
Management Fee *	\$42.88	

Total	\$42.88	\$780.00
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Account Transactions

Postage and Petties *	\$3.30	
Withdrawal by EFT to owner Mcfarland superannuation [EFT Transfer to: Mcfarland superannuation, (114879) - ***266]	\$1,937.73	
Balance remaining		\$0.00

2-11

Details for Account OWN01785

Money Out Money In

GST Summary

Total Tax on agency fees \$10.05

(* includes Tax)

2.12



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McFarland Super P/L atf McFarland Fam. Super Fund
2/55 Cronin Ave
Main Beach QLD 4217

Tax Invoice
Account OWN01785
Statement #52
1 Oct 2021

Money In	\$2,086.54
Money Out	\$110.50
You Received	\$1,976.04

Details for Account OWN01785

Balance brought forward

Money Out Money In
\$0.00

1/21 Brown Street, LABRADOR QLD 4215

Rented for \$390.00 per week

Shane LANGHAM; Maria Langham paid to 4/10/2021

Rent paid to 26/09/2021 with part payment of \$34.48 (previously paid to 19/09/2021 + \$34.48)

\$390.00

Rent paid to 3/10/2021 with part payment of \$34.48 (previously paid to 26/09/2021 + \$34.48)

\$390.00

Management Fee *

\$42.88

Total

\$42.88 \$780.00

2/21 Brown street, LABRADOR QLD 4215

Rented for \$390.00 per week

Charles, Andrew paid to 7/10/2021

Rent paid to 16/09/2021 with part payment of \$349.80 (previously paid to 9/09/2021 + \$349.80)

\$390.00

Rent paid to 23/09/2021 with part payment of \$349.80 (previously paid to 16/09/2021 + \$349.80)

\$390.00

Rent paid to 30/09/2021 with part payment of \$349.80 (previously paid to 23/09/2021 + \$349.80)

\$390.00

11/5/21 - 2/8/21 = 32kl

\$136.54

Management Fee *

\$64.32

Total

\$64.32 \$1,306.54

Account Transactions

Postage and Petties *

\$3.30

Withdrawal by EFT to owner Mcfarland superannuation

\$1,976.04

[EFT Transfer to: Mcfarland superannuation, (114879) - ***266]

Balance remaining

\$0.00

2.13

Details for Account OWN01785

Money Out Money In

GST Summary

Total Tax on agency fees	\$10.05
(* includes Tax)	

2.14



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2/55 Cronin Ave
Main Beach QLD 4217

Tax Invoice
Account OWN01785
Statement #53
18 Oct 2021

Money In	\$1,170.00
Money Out	\$67.62
You Received	\$1,102.38

Details for Account OWN01785

Balance brought forward

Money Out Money In
 \$0.00

1/21 Brown Street, LABRADOR QLD 4215

Rented for \$390.00 per week

Shane LANGHAM; Maria Langham paid to 11/10/2021

Rent paid to 10/10/2021 with part payment of \$34.48 (previously paid to 3/10/2021 + \$34.48)

Management Fee *

\$390.00

\$21.44

Total

\$21.44

\$390.00

2/21 Brown street, LABRADOR QLD 4215

Rented for \$390.00 per week

Charles, Andrew paid to 21/10/2021

Rent paid to 7/10/2021 with part payment of \$349.80 (previously paid to 30/09/2021 + \$349.80)

Rent paid to 14/10/2021 with part payment of \$349.80 (previously paid to 7/10/2021 + \$349.80)

Management Fee *

\$390.00

\$390.00

\$42.88

Total

\$42.88

\$780.00

Account Transactions

Postage and Petties *

Withdrawal by EFT to owner Mcfarland superannuation

[EFT Transfer to: Mcfarland superannuation, (114879) - ***266]

\$3.30

\$1,102.38

Balance remaining

\$0.00

GST Summary

Total Tax on agency fees

\$6.15

2.15

GST Summary
(* includes Tax)

2.16



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McFarland Super P/L atf McFarland Fam. Super Fund
2/55 Cronin Ave
Main Beach QLD 4217

Tax Invoice
Account OWN01785
Statement #54
1 Nov 2021

Summary table with 2 columns: Category, Amount. Rows: Money In \$1,950.00, Money Out \$110.50, You Received \$1,839.50

Details for Account OWN01785

Balance brought forward

1/21 Brown Street, LABRADOR QLD 4215

Rented for \$390.00 per week

Shane LANGHAM; Maria Langham paid to 1/11/2021

Rent paid to 17/10/2021 with part payment of \$34.48 (previously paid to 10/10/2021 + \$34.48)

Rent paid to 24/10/2021 with part payment of \$34.48 (previously paid to 17/10/2021 + \$34.48)

Rent paid to 31/10/2021 with part payment of \$34.48 (previously paid to 24/10/2021 + \$34.48)

Management Fee *

Total Money Out \$64.32 Money In \$1,170.00

2/21 Brown street, LABRADOR QLD 4215

Rented for \$390.00 per week

Charles, Andrew paid to 4/11/2021

Rent paid to 21/10/2021 with part payment of \$349.80 (previously paid to 14/10/2021 + \$349.80)

Rent paid to 28/10/2021 with part payment of \$349.80 (previously paid to 21/10/2021 + \$349.80)

Management Fee *

Total Money Out \$42.88 Money In \$780.00

Account Transactions

Postage and Petties *

Withdrawal by EFT to owner Mcfarland superannuation

[EFT Transfer to: Mcfarland superannuation, (114879) - ***266]

Balance remaining \$0.00

2-17

GST Summary

Total Tax on agency fees
(* includes Tax)

\$10.05

2.18



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McFarland Super P/L atf McFarland Fam. Super Fund
2/55 Cronin Ave
Main Beach QLD 4217

Tax Invoice
Account OWN01785
Statement #55
16 Nov 2021

Money In	\$1,560.00
Money Out	\$89.06
You Received	\$1,470.94

Details for Account OWN01785

Balance brought forward

Money Out Money In
\$0.00

1/21 Brown Street, LABRADOR QLD 4215

Rented for \$390.00 per week

Shane LANGHAM; Maria Langham paid to 15/11/2021

Rent paid to 7/11/2021 with part payment of \$34.48 (previously paid to 31/10/2021 + \$34.48)

\$390.00

Rent paid to 14/11/2021 with part payment of \$34.48 (previously paid to 7/11/2021 + \$34.48)

\$390.00

Management Fee *

\$42.88

Total

\$42.88

\$780.00

2/21 Brown street, LABRADOR QLD 4215

Rented for \$390.00 per week

Charles, Andrew paid to 18/11/2021

Rent paid to 4/11/2021 with part payment of \$349.80 (previously paid to 28/10/2021 + \$349.80)

\$390.00

Rent paid to 11/11/2021 with part payment of \$349.80 (previously paid to 4/11/2021 + \$349.80)

\$390.00

Management Fee *

\$42.88

Total

\$42.88

\$780.00

Account Transactions

Postage and Petties *

\$3.30

Withdrawal by EFT to owner Mcfarland superannuation

\$1,470.94

[EFT Transfer to: Mcfarland superannuation, (114879) - ****266]

Balance remaining

\$0.00

2.19

GST Summary

Total Tax on agency fees
(* includes Tax)

\$8.10

220



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McFarland Super P/L atf McFarland Fam. Super Fund
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Main Beach QLD 4217

Tax Invoice
Account OWN01785
Statement #56
1 Dec 2021

Summary table with 2 columns: Category, Amount. Rows: Money In \$1,950.00, Money Out \$110.50, You Received \$1,839.50

Details for Account OWN01785

Balance brought forward

Money Out Money In
\$0.00

1/21 Brown Street, LABRADOR QLD 4215

Rented for \$390.00 per week
Shane LANGHAM; Maria Langham paid to 6/12/2021

Table with 2 columns: Description, Amount. Rows: Rent paid to 21/11/2021 (\$390.00), Rent paid to 28/11/2021 (\$390.00), Rent paid to 5/12/2021 (\$390.00), Management Fee (\$64.32)

Total \$64.32 \$1,170.00

2/21 Brown street, LABRADOR QLD 4215

Rented for \$390.00 per week
Charles, Andrew paid to 2/12/2021

Table with 2 columns: Description, Amount. Rows: Rent paid to 18/11/2021 (\$390.00), Rent paid to 25/11/2021 (\$390.00), Management Fee (\$42.88)

Total \$42.88 \$780.00

Account Transactions

Table with 2 columns: Description, Amount. Rows: Postage and Petties (\$3.30), Withdrawal by EFT to owner Mcfarland superannuation (\$1,839.50)

Balance remaining \$0.00

2-21

GST Summary

Total Tax on agency fees
(* includes Tax)

\$10.05



2.22

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Tax Invoice
 Account OWN01785
 Statement #57
 16 Dec 2021

Money In	\$1,560.00
Money Out	\$89.06
You Received	\$1,470.94

Details for Account OWN01785

Balance brought forward

Money Out	Money In
	\$0.00

1/21 Brown Street, LABRADOR QLD 4215

Rented for \$390.00 per week

Shane LANGHAM; Maria Langham paid to 20/12/2021

Rent paid to 12/12/2021 with part payment of \$34.48 (previously paid to 5/12/2021 + \$34.48)

\$390.00

Rent paid to 19/12/2021 with part payment of \$34.48 (previously paid to 12/12/2021 + \$34.48)

\$390.00

Management Fee *

\$42.88

Total

\$42.88

\$780.00

2/21 Brown street, LABRADOR QLD 4215

Rented for \$390.00 per week

Charles, Andrew paid to 16/12/2021

Rent paid to 2/12/2021 with part payment of \$349.80 (previously paid to 25/11/2021 + \$349.80)

\$390.00

Rent paid to 9/12/2021 with part payment of \$349.80 (previously paid to 2/12/2021 + \$349.80)

\$390.00

Management Fee *

\$42.88

Total

\$42.88

\$780.00

Account Transactions

Postage and Petties *

\$3.30

Withdrawal by EFT to owner Mcfarland superannuation

\$1,470.94

[EFT Transfer to: Mcfarland superannuation, (114879) - ***266]

Balance remaining

\$0.00

2.23

GST Summary

Total Tax on agency fees

\$8.10

(* includes Tax)



2-24

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McFarland Super P/L aff McFarland Fam. Super Fund
 2/55 Cronin Ave
 Main Beach QLD 4217

Tax Invoice
 Account OWN01785
 Statement #58
 4 Jan 2022

Money In	\$2,323.91
Money Out	\$110.50
You Received	\$2,213.41

Details for Account OWN01785

Balance brought forward

Money Out	Money In
	\$0.00

1/21 Brown Street, LABRADOR QLD 4215

Rented for \$390.00 per week
 Shane LANGHAM; Maria Langham paid to 3/01/2022

Rent paid to 26/12/2021 with part payment of \$34.48 (previously paid to 19/12/2021 + \$34.48)		\$390.00
Rent paid to 2/01/2022 with part payment of \$34.48 (previously paid to 26/12/2021 + \$34.48)		\$390.00
2/8/21 - 3/11/21 = 42kl		\$150.00
2/8/21 - 3/11/21 = 42kl		\$32.61
Management Fee *	\$42.88	
Total	\$42.88	\$962.61

2/21 Brown street, LABRADOR QLD 4215

Rented for \$390.00 per week
 Charles, Andrew paid to 6/01/2022

Rent paid to 16/12/2021 with part payment of \$349.80 (previously paid to 9/12/2021 + \$349.80)		\$390.00
Rent paid to 23/12/2021 with part payment of \$349.80 (previously paid to 16/12/2021 + \$349.80)		\$390.00
Rent paid to 30/12/2021 with part payment of \$349.80 (previously paid to 23/12/2021 + \$349.80)		\$390.00
2/8/21 - 3/11/21 = 44kl		\$191.30
Management Fee *	\$64.32	
Total	\$64.32	\$1,361.30

Account Transactions

Postage and Petties *	\$3.30
Withdrawal by EFT to owner Mcfarland superannuation [EFT Transfer to: Mcfarland superannuation, (114879) - ***266]	\$2,213.41

2-25

Details for Account OWN01785

Money Out Money In

Balance remaining

\$0.00

GST Summary

Total Tax on agency fees

\$10.05

(* includes Tax)

2-26



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McFarland Super P/L atf McFarland Fam. Super Fund
2/55 Cronin Ave
Main Beach QLD 4217

Tax Invoice
Account OWN01785
Statement #59
17 Jan 2022

Money In	\$1,560.00
Money Out	\$89.06
You Received	\$1,470.94

Details for Account OWN01785

Balance brought forward

Money Out Money In
\$0.00

1/21 Brown Street, LABRADOR QLD 4215

Rented for \$390.00 per week

Shane LANGHAM; Maria Langham paid to 17/01/2022

Rent paid to 9/01/2022 with part payment of \$34.48 (previously paid to 2/01/2022 + \$34.48)

\$390.00

Rent paid to 16/01/2022 with part payment of \$34.48 (previously paid to 9/01/2022 + \$34.48)

\$390.00

Management Fee *

\$42.88

Total

\$42.88

\$780.00

2/21 Brown street, LABRADOR QLD 4215

Rented for \$390.00 per week

Charles, Andrew paid to 20/01/2022

Rent paid to 6/01/2022 with part payment of \$349.80 (previously paid to 30/12/2021 + \$349.80)

\$390.00

Rent paid to 13/01/2022 with part payment of \$349.80 (previously paid to 6/01/2022 + \$349.80)

\$390.00

Management Fee *

\$42.88

Total

\$42.88

\$780.00

Account Transactions

Postage and Petties *

\$3.30

Withdrawal by EFT to owner Mcfarland superannuation

\$1,470.94

[EFT Transfer to: Mcfarland superannuation, (114879) - ***266]

Balance remaining

\$0.00

2.27

GST Summary

Total Tax on agency fees

\$8.10

(* includes Tax)

2-28



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2/55 Cronin Ave
Main Beach QLD 4217

Tax Invoice
Account OWN01785
Statement #60
1 Feb 2022

Money In	\$1,560.00
Money Out	\$89.06
You Received	\$1,470.94

Details for Account OWN01785

Balance brought forward

	Money Out	Money In
		\$0.00

1/21 Brown Street, LABRADOR QLD 4215

Rented for \$390.00 per week
Shane LANGHAM; Maria Langham paid to 31/01/2022

Rent paid to 23/01/2022 with part payment of \$34.48 (previously paid to 16/01/2022 + \$34.48)		\$390.00
Rent paid to 30/01/2022 with part payment of \$34.48 (previously paid to 23/01/2022 + \$34.48)		\$390.00
Management Fee *	\$42.88	
Total	\$42.88	\$780.00

2/21 Brown street, LABRADOR QLD 4215

Rented for \$390.00 per week
Charles, Andrew paid to 3/02/2022

Rent paid to 20/01/2022 with part payment of \$349.80 (previously paid to 13/01/2022 + \$349.80)		\$390.00
Rent paid to 27/01/2022 with part payment of \$349.80 (previously paid to 20/01/2022 + \$349.80)		\$390.00
Management Fee *	\$42.88	
Total	\$42.88	\$780.00

Account Transactions

Postage and Petties *		\$3.30
Withdrawal by EFT to owner Mcfarland superannuation [EFT Transfer to: Mcfarland superannuation, (114879) - ***266]	\$1,470.94	

Balance remaining \$0.00

2.29

GST Summary

Total Tax on agency fees

\$8.10

(* includes Tax)

2.30



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McFarland Super P/L atf McFarland Fam. Super Fund
2/55 Cronin Ave
Main Beach QLD 4217

Tax Invoice
Account OWN01785
Statement #61
16 Feb 2022

Money In	\$1,560.00
Money Out	\$89.06
You Received	\$1,470.94

Details for Account OWN01785

Balance brought forward

Money Out Money In
 \$0.00

1/21 Brown Street, LABRADOR QLD 4215

Rented for \$390.00 per week
Shane LANGHAM; Maria Langham paid to 14/02/2022

Rent paid to 6/02/2022 with part payment of \$34.48 (previously paid to 30/01/2022 + \$34.48)		\$390.00
Rent paid to 13/02/2022 with part payment of \$34.48 (previously paid to 6/02/2022 + \$34.48) , rent increased to \$410.00 on 15/02/2022		\$390.00
Management Fee *	\$42.88	
Total	\$42.88	\$780.00

2/21 Brown street, LABRADOR QLD 4215

Rented for \$390.00 per week
Charles, Andrew paid to 17/02/2022

Rent paid to 3/02/2022 with part payment of \$349.80 (previously paid to 27/01/2022 + \$349.80)		\$390.00
Rent paid to 10/02/2022 with part payment of \$349.80 (previously paid to 3/02/2022 + \$349.80)		\$390.00
Management Fee *	\$42.88	
Total	\$42.88	\$780.00

Account Transactions

Postage and Petties *	\$3.30	
Withdrawal by EFT to owner Mcfarland superannuation [EFT Transfer to: Mcfarland superannuation, (114879) - ***266]	\$1,470.94	
Balance remaining		\$0.00

2.31

GST Summary

Total Tax on agency fees

\$8.10

(* includes Tax)

L-32



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McFarland Super P/L atf McFarland Fam. Super Fund
2/55 Cronin Ave
Main Beach QLD 4217

Tax Invoice
Account OWN01785
Statement #62
1 Mar 2022

Money In	\$1,600.00
Money Out	\$91.26
You Received	\$1,508.74

Details for Account OWN01785

Balance brought forward

	Money Out	Money In
		\$0.00

1/21 Brown Street, LABRADOR QLD 4215

Rented for \$410.00 per week
Shane LANGHAM; Maria Langham paid to 28/02/2022

Rent paid to 20/02/2022 with part payment of \$37.34 (previously paid to 13/02/2022 + \$34.48) , rent increased to \$410.00 on 15/02/2022

\$410.00

Rent paid to 27/02/2022 with part payment of \$37.34 (previously paid to 20/02/2022 + \$37.34)

\$410.00

Management Fee *

\$45.08

Total

\$45.08

\$820.00

2/21 Brown street, LABRADOR QLD 4215

Rented for \$390.00 per week
Charles, Andrew paid to 3/03/2022

Rent paid to 17/02/2022 with part payment of \$349.80 (previously paid to 10/02/2022 + \$349.80)

\$390.00

Rent paid to 24/02/2022 with part payment of \$349.80 (previously paid to 17/02/2022 + \$349.80)

\$390.00

Management Fee *

\$42.88

Total

\$42.88

\$780.00

Account Transactions

Postage and Petties *

\$3.30

Withdrawal by EFT to owner Mcfarland superannuation

\$1,508.74

[EFT Transfer to: Mcfarland superannuation, (114879) - ***266]

Balance remaining

\$0.00

2.33

GST Summary

Total Tax on agency fees

\$8.30

(* includes Tax)

2.34



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McFarland Super P/L atf McFarland Fam. Super Fund
2/55 Cronin Ave
Main Beach QLD 4217

Tax Invoice
Account OWN01785
Statement #63
16 Mar 2022

Money In	\$1,600.00
Money Out	\$91.26
You Received	\$1,508.74

Details for Account OWN01785

Balance brought forward

Money Out	Money In
	\$0.00

1/21 Brown Street, LABRADOR QLD 4215

Rented for \$410.00 per week

Shane LANGHAM; Maria Langham paid to 14/03/2022

Rent paid to 6/03/2022 with part payment of \$37.34 (previously paid to 27/02/2022 + \$37.34)

\$410.00

Rent paid to 13/03/2022 with part payment of \$37.34 (previously paid to 6/03/2022 + \$37.34)

\$410.00

Management Fee *

\$45.08

Total

\$45.08

\$820.00

2/21 Brown street, LABRADOR QLD 4215

Rented for \$390.00 per week

Charles, Andrew paid to 17/03/2022

Rent paid to 3/03/2022 with part payment of \$349.80 (previously paid to 24/02/2022 + \$349.80)

\$390.00

Rent paid to 10/03/2022 with part payment of \$349.80 (previously paid to 3/03/2022 + \$349.80)

\$390.00

Management Fee *

\$42.88

Total

\$42.88

\$780.00

Account Transactions

Postage and Petties *

\$3.30

Withdrawal by EFT to owner Mcfarland superannuation

\$1,508.74

[EFT Transfer to: Mcfarland superannuation, (114879) - ***266]

Balance remaining

\$0.00

2.35

GST Summary

Total Tax on agency fees

\$8.30

(* includes Tax)



1.36

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 Main Beach QLD 4217

Tax Invoice
 Account OWN01785
 Statement #64
 1 Apr 2022

Money In	\$2,521.73
Money Out	\$135.24
You Received	\$2,386.49

Details for Account OWN01785

Balance brought forward

1/21 Brown Street, LABRADOR QLD 4215

Rented for \$410.00 per week
 Shane LANGHAM; Maria Langham paid to 4/04/2022

	Money Out	Money In
Rent paid to 20/03/2022 with part payment of \$37.34 (previously paid to 13/03/2022 + \$37.34)		\$410.00
Rent paid to 27/03/2022 with part payment of \$37.34 (previously paid to 20/03/2022 + \$37.34)		\$410.00
Rent paid to 3/04/2022 with part payment of \$37.34 (previously paid to 27/03/2022 + \$37.34)		\$410.00
Water Usage: 03.11.2021 - 09.02.2022 28kL		\$121.73
Management Fee *	\$67.62	
Total	\$67.62	\$1,351.73

2/21 Brown street, LABRADOR QLD 4215

Rented for \$390.00 per week
 Charles, Andrew paid to 7/04/2022

Rent paid to 17/03/2022 with part payment of \$349.80 (previously paid to 10/03/2022 + \$349.80)		\$390.00
Rent paid to 24/03/2022 with part payment of \$349.80 (previously paid to 17/03/2022 + \$349.80)		\$390.00
Rent paid to 31/03/2022 with part payment of \$349.80 (previously paid to 24/03/2022 + \$349.80)		\$390.00
Management Fee *	\$64.32	
Total	\$64.32	\$1,170.00

Account Transactions

Postage and Petties *	\$3.30	
Withdrawal by EFT to owner Mcfarland superannuation [EFT Transfer to: Mcfarland superannuation, (114879) - ***266]	\$2,386.49	
Balance remaining		\$0.00

2.37

Details for Account OWN01785

Money Out Money In

GST Summary

Total Tax on agency fees	\$12.30
(* includes Tax)	

2.38



Po Box 29
Isle Of Capri QLD 4217
(w) 0755533688
www.lucycole.com.au
john@lucycole.com.au
ABN: 25855697060
Licence: 3320575

McFarland Super P/L aff McFarland Fam. Super Fund
2/55 Cronin Ave
Main Beach QLD 4217

Tax Invoice
Account OWN01785
Statement #65
19 Apr 2022

Money In	\$1,786.96
Money Out	\$91.26
You Received	\$1,695.70

Details for Account OWN01785

Balance brought forward

Money Out	Money In
	\$0.00

1/21 Brown Street, LABRADOR QLD 4215

Rented for \$410.00 per week

Shane LANGHAM; Maria Langham paid to 18/04/2022

Rent paid to 10/04/2022 with part payment of \$37.34 (previously paid to 3/04/2022 + \$37.34)

\$410.00

Rent paid to 17/04/2022 with part payment of \$37.34 (previously paid to 10/04/2022 + \$37.34)

\$410.00

Management Fee *

\$45.08

Total

\$45.08

\$820.00

2/21 Brown street, LABRADOR QLD 4215

Rented for \$390.00 per week

Charles, Andrew paid to 21/04/2022

Rent paid to 7/04/2022 with part payment of \$349.80 (previously paid to 31/03/2022 + \$349.80)

\$390.00

Rent paid to 14/04/2022 with part payment of \$349.80 (previously paid to 7/04/2022 + \$349.80)

\$390.00

3/11/21 - 9/2/22 = 43kl

\$186.96

Management Fee *

\$42.88

Total

\$42.88

\$966.96

Account Transactions

Postage and Petties *

\$3.30

Withdrawal by EFT to owner Mcfarland superannuation

\$1,695.70

[EFT Transfer to: Mcfarland superannuation, (114879) - ***266]

Balance remaining

\$0.00

2.39

GST Summary

Total Tax on agency fees

\$8.30

(* includes Tax)

2.40



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McFarland Super P/L atf McFarland Fam. Super Fund
2/55 Cronin Ave
Main Beach QLD 4217

Tax Invoice
Account OWN01785
Statement #66
3 May 2022

Money In	\$1,600.00
Money Out	\$91.26
You Received	\$1,508.74

Details for Account OWN01785

Balance brought forward

1/21 Brown Street, LABRADOR QLD 4215

Rented for \$410.00 per week

Shane LANGHAM; Maria Langham paid to 2/05/2022

Rent paid to 24/04/2022 with part payment of \$37.34 (previously paid to 17/04/2022 + \$37.34)

Rent paid to 1/05/2022 with part payment of \$37.34 (previously paid to 24/04/2022 + \$37.34)

Management Fee *

Total

Money Out	Money In
	\$0.00
	\$410.00
	\$410.00
\$45.08	
\$45.08	\$820.00

2/21 Brown street, LABRADOR QLD 4215

Rented for \$390.00 per week

Charles, Andrew paid to 5/05/2022

Rent paid to 21/04/2022 with part payment of \$349.80 (previously paid to 14/04/2022 + \$349.80)

RENT paid to 28/04/2022 with part payment of \$349.80 (previously paid to 21/04/2022 + \$349.80)

Management Fee *

Total

	\$390.00
	\$390.00
\$42.88	
\$42.88	\$780.00

Account Transactions

Postage and Petties *

Withdrawal by EFT to owner Mcfarland superannuation

[EFT Transfer to: Mcfarland superannuation, (114879) - ***266]

Balance remaining

\$3.30
\$1,508.74

\$0.00

2.41

GST Summary

Total Tax on agency fees
(* includes Tax)

\$8.30

2.42



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McFarland Super P/L atf McFarland Fam. Super Fund
2/55 Cronin Ave
Main Beach QLD 4217

Tax Invoice
Account OWN01785
Statement #67
16 May 2022

Money In	\$1,600.00
Money Out	\$91.26
You Received	\$1,508.74

Details for Account OWN01785

Balance brought forward

Money Out	Money In
	\$0.00

1/21 Brown Street, LABRADOR QLD 4215

Rented for \$410.00 per week
Shane LANGHAM; Maria Langham paid to 16/05/2022

Rent paid to 8/05/2022 with part payment of \$37.34 (previously paid to 1/05/2022 + \$37.34)
Rent paid to 15/05/2022 with part payment of \$37.34 (previously paid to 8/05/2022 + \$37.34)
Management Fee *

	\$410.00
	\$410.00
\$45.08	

Total

\$45.08	\$820.00
---------	----------

2/21 Brown street, LABRADOR QLD 4215

Rented for \$390.00 per week
Charles, Andrew paid to 19/05/2022

Rent paid to 5/05/2022 with part payment of \$349.80 (previously paid to 28/04/2022 + \$349.80)
Rent paid to 12/05/2022 with part payment of \$349.80 (previously paid to 5/05/2022 + \$349.80)
Management Fee *

	\$390.00
	\$390.00
\$42.88	

Total

\$42.88	\$780.00
---------	----------

Account Transactions

Postage and Petties *
Withdrawal by EFT to owner Mcfarland superannuation
[EFT Transfer to: Mcfarland superannuation, (114879) - ***266]

\$3.30
\$1,508.74

Balance remaining

\$0.00

2.43

GST Summary

Total Tax on agency fees

\$8.30

(* includes Tax)

2.44



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McFarland Super P/L atf McFarland Fam. Super Fund
2/55 Cronin Ave
Main Beach QLD 4217

Tax Invoice
Account OWN01785
Statement #68
1 Jun 2022

Money In	\$2,010.00
Money Out	\$113.80
You Received	\$1,896.20

Details for Account OWN01785

	Money Out	Money In
Balance brought forward		\$0.00
1/21 Brown Street, LABRADOR QLD 4215		
Rented for \$410.00 per week		
Shane LANGHAM; Maria Langham paid to 6/06/2022		
Rent paid to 22/05/2022 with part payment of \$37.34 (previously paid to 15/05/2022 + \$37.34)		\$410.00
Rent paid to 29/05/2022 with part payment of \$37.34 (previously paid to 22/05/2022 + \$37.34)		\$410.00
Rent paid to 5/06/2022 with part payment of \$37.34 (previously paid to 29/05/2022 + \$37.34)		\$410.00
Management Fee *	\$67.62	
Total	\$67.62	\$1,230.00

2/21 Brown street, LABRADOR QLD 4215

Rented for \$410.00 per week		
Charles, Andrew paid to 2/06/2022		
Rent paid to 19/05/2022 with part payment of \$349.80 (previously paid to 12/05/2022 + \$349.80)		\$390.00
Rent paid to 26/05/2022 with part payment of \$349.80 (previously paid to 19/05/2022 + \$349.80) , rent increased to \$410.00 on 1/06/2022		\$390.00
Management Fee *	\$42.88	
Total	\$42.88	\$780.00

Account Transactions

Postage and Petties *	\$3.30	
Withdrawal by EFT to owner Mcfarland superannuation [EFT Transfer to: Mcfarland superannuation, (114879) - ***266]	\$1,896.20	
Balance remaining		\$0.00

2.46



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McFarland Super P/L atf McFarland Fam. Super Fund
2/55 Cronin Ave
Main Beach QLD 4217

Tax Invoice
Account OWN01785
Statement #69
16 Jun 2022

Money In	\$1,210.00
Money Out	\$69.82
You Received	\$1,140.18

Details for Account OWN01785

Balance brought forward

Money Out Money In
\$0.00

1/21 Brown Street, LABRADOR QLD 4215

Rented for \$410.00 per week

Shane LANGHAM; Maria Langham paid to 13/06/2022

Rent paid to 12/06/2022 with part payment of \$37.34 (previously paid to 5/06/2022 + \$37.34)

Management Fee *

\$410.00
\$22.54

Total

\$22.54 \$410.00

2/21 Brown street, LABRADOR QLD 4215

Rented for \$410.00 per week

Charles, Andrew paid to 15/06/2022

Rent paid to 2/06/2022 with part payment of \$344.09 (previously paid to 26/05/2022 + \$349.80) , rent increased to \$410.00 on 1/06/2022

Rent paid to 9/06/2022 with part payment of \$344.09 (previously paid to 2/06/2022 + \$344.09)

Management Fee *

\$390.00
\$410.00

Total

\$43.98
\$43.98 \$800.00

Account Transactions

Postage and Petties *

Withdrawal by EFT to owner Mcfarland superannuation

[EFT Transfer to: Mcfarland superannuation, (114879) - ***266]

\$3.30
\$1,140.18

Balance remaining

\$0.00

2.47

GST Summary

Total Tax on agency fees

\$6.35

(* includes Tax)

2.48



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www.lucycole.com.au
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McFarland Super P/L atf McFarland Fam. Super Fund
2/55 Cronin Ave
Main Beach QLD 4217

Tax Invoice
Account OWN01785
Statement #70
1 Jul 2022

Money In	\$2,525.91
Money Out	\$142.18
You Received	\$2,383.73

Details for Account OWN01785

Balance brought forward

Money Out Money In
\$0.00

1/21 Brown Street, LABRADOR QLD 4215

Rented for \$410.00 per week

Shane LANGHAM; Maria Langham paid to 4/07/2022

Rent paid to 19/06/2022 with part payment of \$37.34 (previously paid to 12/06/2022 + \$37.34)

\$410.00

Rent paid to 26/06/2022 with part payment of \$37.34 (previously paid to 19/06/2022 + \$37.34)

\$410.00

Rent paid to 3/07/2022 with part payment of \$37.34 (previously paid to 26/06/2022 + \$37.34)

\$410.00

Management Fee *

\$67.62

Total

\$67.62

\$1,230.00

2/21 Brown street, LABRADOR QLD 4215

Rented for \$410.00 per week

Charles, Andrew paid to 7/07/2022

Rent paid to 16/06/2022 with part payment of \$344.09 (previously paid to 9/06/2022 + \$344.09)

\$410.00

Rent paid to 16/06/2022 with part payment of \$390.00 (previously paid to 16/06/2022 + \$344.09)

\$45.91

Rent paid to 23/06/2022 with part payment of \$370.00 (previously paid to 16/06/2022 + \$390.00)

\$390.00

Rent paid to 30/06/2022 (previously paid to 23/06/2022 + \$370.00)

\$40.00

Rent paid to 7/07/2022 (previously paid to 30/06/2022)

\$410.00

Management Fee *

\$71.26

Total

\$71.26

\$1,295.91

Account Transactions

Postage and Petties *

\$3.30

Withdrawal by EFT to owner Mcfarland superannuation

\$2,383.73

[EFT Transfer to: Mcfarland superannuation, (114879) - ***266]



2.49

Details for Account OWN01785

Money Out	Money In
	\$0.00

Balance remaining

GST Summary

Total Tax on agency fees	\$12.93
(* includes Tax)	

General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008



2.50

1/21 Brown Street

Part 1 Tenancy details

Item 1 1.1 Lessor

Name/trading name P & B MCFARLAND C/- LUCY COLE PROPERTY MANAGEMENT PTY LTD

Address

8 UPTON STREET

BUNDALL QLD Postcode 4217

1.2 Phone Mobile Email

55533688 +61423278178 jenny@lucycole.com.au

Item 2 2.1 Tenant/s

Tenant 1 Full name/s Shane LANGHAM

Phone +61426262680 Email auzshane@gmail.com

Tenant 2 Full name/s Maria Langham

Phone +61426288812 Email ying_vibar@yahoo.com

Tenant 3 Full name/s

Phone Email

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

Item 3 3.1 Agent If applicable. See clause 43

Full name/trading name Lucy Cole Property Management Pty Ltd

Address

8 Upton Street Bundall, QLD

Bundall QLD Postcode 4217

3.2 Phone Mobile Email

0755533688 +61423278178 jenny@lucycole.com.au

Item 4 Notices may be given to (Indicate if the email is different from item 1, 2 or 3 above)

4.1 Lessor Email Yes No Facsimile Yes No

4.2 Tenant/s Email Yes No auzshane@gmail.com Facsimile Yes No

4.3 Agent Email Yes No rentals@lucycole.com.au Facsimile Yes No 0755533699

Item 5 5.1 Address of the rental premises

1/21 Brown Street

LABRADOR QLD Postcode 4215

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

REFER TO FORM 1A ENTRY CONDITION REPORT PROVIDED

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

6.2 Starting on 15 / 01 / 2021 6.3 Ending on 14 / 01 / 2022

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



General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008



251

Item 7 Rent \$ 390.00 per week fortnight month See clause 8(1)

Item 8 Rent must be paid on the SAME day of each week

Item 9 Method of rent payment Insert the way the rent must be paid. See clause 8(3) DIRECT DEPOSIT, BANK CHEQUE OR MONEY ORDER PAYABLE TO LUCY COLE PROPERTY MANAGEMENT PTY LTD

Details for direct credit BSB no. 484-799 Bank/building society/credit union SUNCORP Account no. 085391865 Account name LUCY COLE PROPERTY MANAGMENT P/L Payment reference 900213

Item 10 Place of rent payment Insert where the rent must be paid. See clause 8(4) to 8(6) SUNCORP

Item 11 Rental bond amount \$ 1560.00 See clause 13

Item 12 12.1 The services supplied to the premises for which the tenant must pay See clause 16 Electricity Yes No Any other service that a tenant must pay Yes No Gas Yes No Type WATER IF APPLICABLE, PAY TV, INTERNET See special terms (page 8) Phone Yes No

12.2 Is the tenant to pay for water supplied to the premises See clause 17 Yes No

Item 13 If the premises is not individually metered for a service under item 12.1, the apportionment of the cost of the service for which the tenant must pay. For example, insert the percentage of the total charge the tenant must pay. See clause 16(c)

Electricity N/A Any other service stated in item 12.1 N/A Gas N/A See special terms (page 8) Phone N/A

Item 14 How services must be paid for Insert for each how the tenant must pay. See clause 16(d) Electricity DIRECT TO SUPPLIER Gas DIRECT TO SUPPLIER Phone DIRECT TO SUPPLIER Any other service stated in item 12.1 See special terms (page 8) AS ACCOUNT HOLDER, DIRECT TO SUPPLIER

Item 15 Number of persons allowed to reside at the premises 3 See clause 23

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

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

Item 17 17.1 Pets approved Yes No See clause 24(1)

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

Item 18 Nominated repairers Insert name and telephone number for each. See clause 31 Electrical repairs ASHCROFT ELECTRICAL(NICK) Phone +61410528805 Plumbing repairs GRID PLUMBING (DARREN) Phone +61433394429 Other LUCY COLE AFTER HOURS CONTACT Phone +61423278178

Part 2 Standard Terms

Division 1 Preliminary

1 Interpretation

In this agreement -

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

2 Terms of a general tenancy agreement

- (1) This part states, under the *Residential Tenancies and Rooming Accommodation Act 2008 (the Act)*, section 55, the standard terms of a general tenancy agreement.
- (2) The Act also imposes duties on, and gives entitlements to, the lessor and tenant that are taken to be included as terms of this agreement.
- (3) The lessor and tenant may agree on other terms of this agreement (*special terms*).
- (4) A duty or entitlement under the Act overrides a standard term or special term if the term is inconsistent with the duty or entitlement.
- (5) A standard term overrides a special term if they are inconsistent.

Note - Some breaches of this agreement may also be an offence under the Act, for example, if -

- the lessor or the lessor's agent enters the premises in contravention of the rules of entry under sections 192 to 199; or
- the tenant does not sign and return the condition report to the lessor or the lessor's agent under section 65.

3 More than 1 lessor or tenant

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

Division 2 Period of tenancy

4 Start of tenancy

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

5 Entry condition report - s 65

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

Note - A well completed condition report can be very important to help the parties if there is a dispute about the condition of the premises when the tenancy started. For more information about condition reports, see the information statement.
- (4) After the copy of the condition report is returned to the lessor by the tenant, the lessor must copy the condition report and return it to the tenant within 14 days.

6 Continuation of fixed term agreement - s 70

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

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

7 Costs apply to early ending of fixed term agreement

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

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

Division 3 Rent

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

- (1) The tenant must pay the rent stated in this agreement for item 7.
- (2) The rent must be paid at the times stated in this agreement for item 8.
- (3) The rent must be paid -
 - (a) in the way stated in this agreement for item 9; or
 - (b) in the way agreed after the signing of this agreement by -
 - (i) the lessor or tenant giving the other party a notice proposing the way; and
 - (ii) the other party agreeing to the proposal in writing; or
 - (c) if there is no way stated in this agreement for item 9 or no way agreed after the signing of this agreement - in an approved way under section 83(4).

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 the lessor's agent must not require a payment of rent under this agreement in a period for which rent has already been paid.

10 Rent increases - ss 91 and 93

- (1) If the lessor proposes to increase the rent, the lessor must give notice of the proposal to the tenant.
- (2) The notice must state the amount of the increased rent and the day from when it is payable.
- (3) The day stated must not be earlier than the later of the following -
 - (a) 2 months after the notice is given;
 - (b) 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 166W

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

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.



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Division 6 Rights and obligations concerning the premises during tenancy

Subdivision 1 Occupation and use of premises

18 No legal impediments to occupation - s 181

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

Examples of possible legal impediments -

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

19 Vacant possession and quiet enjoyment - ss 182 and 183

- (1) The lessor must ensure the tenant has vacant possession of the premises (other than a part of the premises that the tenant does not have a right to occupy exclusively) on the day the tenant is entitled to occupy the premises under this agreement.

Editor's note - Parts of the premises where the tenant does not have a right to occupy exclusively may be identified in a special term.

- (2) The lessor must take reasonable steps to ensure the tenant has quiet enjoyment of the premises.
- (3) The lessor or the lessor's agent must not interfere with the reasonable peace, comfort or privacy of the tenant in using the premises.

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

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

Note - See the information statement for details.

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

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

Examples of things that may constitute a nuisance -

- using paints or chemicals on the premises that go onto or cause odours on adjoining land
- causing loud noises
- allowing large amounts of water to escape onto adjoining land

- (c) interfere with the reasonable peace, comfort or privacy of a neighbour of the tenant; or
- (d) allow another person on the premises to interfere with the reasonable peace, comfort or privacy of a neighbour of the tenant.

22 Units and townhouses - s 69

- (1) The lessor must give the tenant a copy of any body corporate by-laws under the *Body Corporate and Community Management Act 1997* or *Building Units and Group Titles Act 1980* applicable to -
 - (a) the occupation of the premises; or
 - (b) any common area available for use by the tenant with the premises.
- (2) The tenant must comply with the by-laws.

23 Number of occupants allowed

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

24 Pets

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

Subdivision 2 Standard of premises

25 Lessor's obligations - s 185

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

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

- (3) However, the lessor is not required to comply with subclause (1)(c) or (2)(a) for any non-standard items and the lessor is not responsible for their maintenance if -
 - (a) the lessor is the State; and
 - (b) the non-standard items are stated in this agreement and this agreement states the lessor is not responsible for their maintenance; and
 - (c) the non-standard items are not necessary and reasonable to make the premises a fit place in which to live; and
 - (d) the non-standard items are not a risk to health or safety; and
 - (e) for fixtures - the fixtures were not attached to the premises by the lessor.
- (4) In this clause -

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

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

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

- (1) The tenant must keep the premises clean, having regard to their condition at the start of the tenancy.
- (2) The tenant must not maliciously damage, or allow someone else to maliciously damage, the premises.

Subdivision 3 The dwelling

27 Fixtures or structural changes - ss 207-209

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

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

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

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Examples of terms -

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

28 Supply of locks and keys - s 210

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

29 Changing locks - ss 211 and 212

- (1) The lessor or the tenant may change locks if -
- (a) both agree to the change; or
 - (b) there is a tribunal order permitting the change; or
 - (c) there is a reasonable excuse for making the change.
- Example of a reasonable excuse -*
an emergency requiring the lock to be changed quickly
- (2) The lessor or tenant must not act unreasonably in failing to agree to the change of a lock.
- (3) If a lock is changed, the party changing it must give the other party a key for the changed lock unless -
- (a) a tribunal orders that a key not be given; or
 - (b) the other party agrees to not being given a key.

Subdivision 4 Damage and repairs

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

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

31 Nominated repairer for emergency repairs - s 216

- (1) The lessor's nominated repairer for emergency repairs of a particular type may be stated either -
- (a) in this agreement for item 18; or
 - (b) in a notice given by the lessor to the tenant.
- (2) The nominated repairer is the tenant's first point of contact for notifying the need for emergency repairs.

32 Notice of damage - s 217

- (1) If the tenant knows the premises have been damaged, the tenant must give notice as soon as practicable of the damage.
- (2) If the premises need routine repairs, the notice must be given to the lessor.
- (3) If the premises need emergency repairs, the notice must be given to -
- (a) the nominated repairer for the repairs; or
 - (b) if there is no nominated repairer for the repairs or the repairer can not be contacted - the lessor.

33 Emergency repairs arranged by tenant - ss 218 and 219

- (1) The tenant may arrange for a suitably qualified person to make emergency repairs or apply to the tribunal under section 221 for orders about the repairs if -
- (a) the tenant has been unable to notify the lessor or nominated repairer of the need for emergency repairs of the premises; or
 - (b) the repairs are not made within a reasonable time after notice is given.
- (2) The maximum amount that may be incurred for emergency repairs arranged to be made by the tenant is an amount equal to the amount payable under this agreement for 2 weeks rent.
- Note - For how the tenant may require reimbursement for the repairs, see sections 219(2) and (3) and 220 and the information statement.*

Division 7 Restrictions on transfer or subletting by tenant

34 General - ss 238 and 240

- (1) Subject to clause 35, the tenant may transfer all or a part of the tenant's interest under this agreement, or sublet the premises, only if the lessor agrees in writing or if the transfer or subletting is made under a tribunal order.
- (2) The lessor must act reasonably in failing to agree to the transfer or subletting.
- (3) The lessor is taken to act unreasonably in failing to agree to the transfer or subletting if the lessor acts in a capricious or retaliatory way.
- (4) The lessor or the lessor's agent must not require the tenant to pay, or accept from the tenant, an amount for the lessor's agreement to a transfer or subletting by the tenant, other than an amount for the reasonable expenses incurred by the lessor in agreeing to the transfer or subletting.

35 State assisted lessors or employees of lessor - s 237

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

Division 8 When agreement ends

36 Ending of agreement - s 277

- (1) This agreement ends only if -
- (a) the tenant and the lessor agree in writing; or

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

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

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

Note - See the information statement for details.

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

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

Examples of what may be fair wear and tear -

- wear that happens during normal use
- changes that happen with ageing

38 Keys

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

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

- (1) When handing over possession of the premises, the tenant must, if the lessor or the lessor's agent asks the tenant in writing to state the tenant's new residential address, tell the lessor or the agent the tenant's new residential address.
- (2) However, subclause (1) does not apply if the tenant has a reasonable excuse for not telling the lessor or agent the new address.

40 Exit condition report - s 66

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

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

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

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

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

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

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

Division 9 Miscellaneous

42 Supply of goods and services - s 171

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

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

43 Lessor's agent

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

44 Notices

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

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

PLEASE REFER TO ANNEXURE 'A' ATTACHED HERETO AND FORMING PART OF THIS AGREEMENT.

Names of Approved Occupants:

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

Signature of lessor/agent

Name/trading name

Lucy Cole Property Management

Signature

Date 14/1/21

Signature of tenant 2

Print name

Maria Langham

Signature

Date 13/01/2021

Signature of tenant 1

Print name

Shane LANGHAM

Signature

Date 13/01/2021

Signature of tenant 3


Print name

Signature

Date / /

Special Terms

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

- 45 Occupation and use of premises**
 The tenant must not permit persons other than the persons nominated in the special terms to reside at the premises without the written consent of the lessor. The lessor must act reasonably in exercising the lessor's discretion when determining whether or not to consent to a request by the tenant for any change to the approved tenants or occupants.
- 46 Subletting via online home sharing platforms**
 The use of online home sharing platforms, such as AirBnB, which grant exclusive possession of the property, or any part thereof, to guests, shall be deemed to be subletting of the property and require compliance with clause 34.
- 47 Care of the premises by the tenant**
- (1) During the tenancy, the tenant must-
 - (a) not do anything that might block any plumbing or drains on the premises;
 - (b) keep all rubbish in the bin provided by the local authority in an area designated by the lessor or as the local authority may require;
 - (c) put the bin out for collection on the appropriate day for collection and return the bin to its designated place after the rubbish has been collected;
 - (d) maintain the lawns and gardens at the premises having regard to their condition at the commencement of the tenancy, including mowing the lawns, weeding the gardens and watering the lawns and gardens (subject to council water restrictions);
 - (e) keep the premises free from pests and vermin;
 - (f) keep the walls, floors, doors and ceilings of the premises free of nails, screws or adhesive substances, unless otherwise agreed to by the lessor in accordance with clause 27;
 - (g) not intentionally or negligently damage the premises and inclusions;
 - (h) only hang clothing and other articles outside the premises in areas designated by the lessor or the lessor's agent;
 - (i) keep the swimming pool, filter and spa equipment (if any) clean and at the correct chemical levels having regard to their condition at the start of the tenancy;
 - (j) not interfere with nor make non-operational any facility that may be provided with the premises (eg. smoke alarms, fire extinguishers, garden sprinkler systems, hoses etc).
 - (k) where the lessor has consented to animals being kept at the premises, the tenant must ensure all animals are kept in accordance with relevant local laws, state laws and federal laws including but not limited to, the *Animal Management (Cats & Dogs) Act 2008* and the *Animal Care and Protection Act 2001* where applicable.
 - (2) The obligations of the tenant at the end of the occupancy regarding the conditions of the premises include-
 - (a) if the carpets were cleaned to a certain standard at the start of the tenancy, the tenant must ensure the carpets are cleaned to the same standard, fair wear and tear excepted, at the end of the tenancy;
 - (b) if the property was free of pests at the start of the tenancy, the tenant must ensure the property meets the same standard at the end of the tenancy;
 - (c) repairing the tenant's intentional or negligent damage to the premises or inclusions;
 - (d) returning the swimming pool, filter and spa equipment (if any) to a clean condition with correct chemical levels having regard to their condition at the start of the tenancy;
 - (e) removing rubbish;
 - (f) replacing inclusions damaged during the tenancy having regard to their condition at the start of the tenancy, fair wear and tear excepted;
 - (g) mowing lawns, weeding gardens having regard to their condition at the start of the tenancy;
 - (h) 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.
- 48 Photographs of the property during an inspection**
- (1) The tenant consents to photographs being taken of the property during an inspection arranged by the lessor or the lessor's agent in accordance with section 192(1)(a), for the purposes of documenting the condition of the property at the time of the inspection.
 - (2) For the sake of clarity, if any photographs taken during an inspection of the property show something belonging to the tenant, the lessor or lessor's agent must obtain the tenant's written consent in order to use the photographs in an advertisement for the property in accordance with section 203.
- 49 Locks and keys and remote controls**
- (1) The lessor may claim from the tenant costs incurred by the lessor as a result of the tenant losing any key, access keycard or remote control relating to the premises which has been provided to the tenant (by the lessor, a body corporate or other person), including costs in connection with:
 - (a) replacing the key, access keycard or remote control; and
 - (b) gaining access to the premises.
 - (2) The tenant acknowledges that the lessor's agent may retain a duplicate set of keys.
 - (3) The tenant must return all keys, access keycards and/or any remote controls to the lessor or the lessor's agent at the end of the tenancy.
- 50 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

Special Terms *continued...*

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

(b) the reasonable costs (including advertising costs) of re-letting and attempting to re-let the premises. (Sections 173(2) and 420).

51 Liability excluded

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

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

as a direct or indirect result of the tenant's negligent acts or omissions or breach of this agreement or obligations under the Act.

52 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.

53 Tenant's insurance

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

54 Smoke alarm obligations

The tenant must-

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

(2) Replace each battery that is spent, or that the tenant/s is aware of is almost spent, in accordance with the Information Statement provided to the tenant/s at the commencement of the tenancy;

(3) Advise the lessor as soon as practicable if the tenant/s become/s aware that a smoke alarm in the premises has failed or is about to fail (other than because the battery is spent or almost spent); and

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

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

In the event that the tenant/s engages a contractor/tradesperson (as listed in Item 18) to meet the tenant/s obligations listed under this 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.

55 Portable pool obligations

(1) The tenant must-

- (a) Obtain the lessor's consent for a portable pool at the premises of a depth of 300mm or greater;
- (b) Where consent is to be provided by the lessor to the tenant for the use of a portable pool at the premises of a depth of 300mm or greater, provide the lessor and/or the agent with details of the type and description of the proposed portable pool.

(2) Where consent is provided by the lessor to the tenant for the use of a portable pool at the premises of a depth of 300mm or greater, the tenant agrees to:

- (a) Maintain and repair the portable pool at the tenant's own expense;
- (b) In accordance with the *Building Act 1975* obtain, maintain and renew a Pool Safety Certificate for a regulated pool, which includes a requirement for a compliant pool fence and, provide a copy of the Pool Safety Certificate to the lessor and/or agent;
- (c) Where a compliant pool fence is required for a regulated pool, obtain the lessor's consent regarding a proposed fence in accordance with clause 27 of the standard terms;
- (d) In circumstances where consent is provided to the tenant by the lessor in accordance with clause 27 of the standard terms, construct and maintain the fence as required by the *Building Act 1975*, at the tenant's own expense.

(3) In accordance with clause 55(1) and 55(2), where consent is provided by the lessor to the tenant for a portable pool of a depth of 300mm or greater and/or as prescribed by the *Building Act 1975*, the tenant hereby agrees to indemnify and hold harmless the lessor and agent for any loss, claim, suit or demand, brought, caused or contributed to, directly or indirectly, by the portable pool.

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

Special Terms *continued...*

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

56 Electronic Signing

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



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

Annexure A

1. The tenant must not grant a licence or part thereof via AirBnB or a third party with occupation of the premises or part of the premises to provide accommodation for a fee or other benefit. Should the tenant breach this clause it is grounds for a Notice To Leave.
2. NO pets are allowed on the property at any time unless you have written consent from the Lessor or Agent. The tenant agrees that should the lessor and our office approve a pet to be kept on the premises, this will be put in writing and signed by all parties. Failure to do this will constitute a breach of agreement. Should the tenant have a pet, they are required upon vacating to have a professional flea fumigation done inside and out and receipt of same provided to the agent with the return of keys.
3. No one is permitted to move into the property unless the Property Manager has approved the applicant.
4. Cars, Motorbikes, boats, trailers and vans are only to be parked in the designated approved areas - NOT ON ANY GRASSED AREAS. It is prohibited to park on the front lawn areas, body corporate common areas, nature strips or other lawn areas. Oil stains on driveways are tenant responsibility to clean and remove. Unregistered vehicles are not to be kept at the property unless they are properly garaged.
5. Upon vacating the property, please keep in mind (should there be carpets in the property) that the carpets have been shampooed prior to your occupation and the carpets are to be left in the same condition as when you moved in giving consideration to fair wear and tear.
6. The tenant agrees that no nails, screws, hooks, blue tack, sticky tape or tacks are to be fixed to the walls, wardrobes or ceilings without the written permission of the agent. Should this occur without permission the tenants will be responsible for rectifying the damaged areas by patching, painting and cleaning the entire area to the agents satisfaction.
7. The tenant must ensure that the pool gate is kept closed at all times and ensure that there are no fixtures or objects placed in a position that would allow access the pool. The tenant does NOT have permission and agrees NOT to have a free standing swimming pool.
8. The tenant agrees that it is their responsibility to keep the pool in a well maintained safe condition. The pool must be clean and vacuumed, water balanced, pump filters cleaned, timers set (where fitted) and ensure that the level of the swimming pool water does not go below the skimmer box as this will cause the pump to burn out - cost of replacement pump will lay with the tenant. All pool equipment must be accounted for and securely stored. If it is noted that the pool is not being maintained, you will be issued a breach notice and will be required to urgently rectify the problem. Failure to comply with this can result in further costs to the tenant and a Notice To Leave. The tenant agrees to pay for any associated costs to restore the pool to its original condition, if caused from tenant neglect.
9. All maintenance is to be reported via the Maintenance Manager app, this is to be downloaded through the APP store (Maintenance Manager Tenant App).
10. The tenant agrees to keep the lawns mowed, garden beds free of weeds, water gardens as required to keep the plants alive and not to store equipment, boxes, rubbish in the yard. Grass clippings are to be removed from the property and not put in gardens or grassed areas.
11. The tenant acknowledges it is a requirement of the Residential Tenancies Act that rent must be paid on or before the due date at all times. Strict management procedures are adhered to and are as follows:
1-7 days in arrears - reminder sms text message and email each day until rent is rectified.
8 days in arrears - Notice To Remedy Breach Form 11 issued + sms text and email each day until rent is rectified.
18 days in arrears - Notice To Leave Form 12 issued should breach not be rectified, sms text and email each day until rectified.
If after vacating the premises there is money owed in excess of the bond amount, the tenants named on this General Tenancy Agreement will be given notice and listed with a National Tenancy Database as defaulting.
12. The tenant agrees that smoking is not permitted inside the property and agree to conduct all smoking OUTSIDE.
13. The tenant must provide two (2) weeks written notice to our office (on the required Form 13) of their intention to vacate. Verbal notice is not accepted. All keys and remote controls must be returned by 9am the day after vacate date. The agent will then attend to the final inspection within 3 days.
14. Should the tenant wish to 'break' this tenancy agreement they will be liable for reasonable costs that would normally be borne by the Lessor. These costs are: a leasing fee equal to one week rent + gst PLUS advertising costs of \$155. These are to be paid prior to advertising the property. You must continue to pay all rent due until a new tenant is secured in writing on a Tenancy Agreement.
15. Tenants must return the entry condition report to our office within 3 business days from start of this agreement. Failure to do this will result in the tenants comments not being accepted and the agents report becoming the true and accurate entry condition report for this tenancy.
16. The tenants (should they be liable) agree to pay for all water usage as invoiced to them by the agent.
17. The tenants agree it is their responsibility to take out contents insurance for all their belongings.
18. The tenants agree to have photographs taken during routine inspections so these can be sent to the Lessor.

INITIALS



General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008

Part 1 Tenancy details**Item 1 1.1 Lessor**

Name/trading name MCFARLAND SUPER P/L ATF MCFARLAND FAMILY SUPER FUND C/- LUCY COLE PROPERTY MANAGEMENT PTY LTD

Address

8 UPTON STREET

BUNDALL

QLD

Postcode 4217

1.2 Phone

0755533688

Mobile

0423278178

Email

jenny@lucycole.com.au

Item 2 2.1 Tenant/s

Tenant 1 Full name/s Shane LANGHAM

Phone 0426262680

Email auzshane@gmail.com

Tenant 2 Full name/s Maria Langham

Phone 0426288812

Email ying_vibar@yahoo.com

Tenant 3 Full name/s

Phone

Email

2.2 Address for service (if different from address of the premises in item 5.1) Attach a separate list**Item 3 3.1 Agent** If applicable. See clause 43

Full name/trading name Lucy Cole Property Management Pty Ltd

Address

8 Upton Street

Bundall, QLD

Bundall

QLD

Postcode 4217

3.2 Phone

0755533688

Mobile

0423278178

Email

jenny@lucycole.com.au

Item 4 Notices may be given to

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

4.1 LessorEmail Yes No Facsimile Yes No **4.2 Tenant/s**Email Yes No auzshane@gmail.comFacsimile Yes No **4.3 Agent**Email Yes No rentals@lucycole.com.auFacsimile Yes No 0755533699**Item 5 5.1 Address of the rental premises**

1/21 Brown Street

LABRADOR

QLD

Postcode 4215

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

REFER TO FORM 1A ENTRY CONDITION REPORT PROVIDED

Item 6 6.1 The term of the agreement is fixed term agreement periodic agreement**6.2 Starting on** 15 / 02 / 2022**6.3 Ending on** 14 / 02 / 2023

General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008



2.63

Item 7 Rent \$ 410.00 per [x] week [] fortnight [] month See clause 8(1)

Item 8 Rent must be paid on the SAME day of each WEEK

Item 9 Method of rent payment Insert the way the rent must be paid. See clause 8(3) DIRECT DEPOSIT, BANK CHEQUE OR MONEY ORDER PAYABLE TO LUCY COLE PROPERTY MANAGEMENT PTY LTD

Details for direct credit BSB no. 484-799 Bank/building society/credit union SUNCORP Account no. 085391865 Account name LUCY COLE PROPERTY MANAGMENT P/L Payment reference 900213

Item 10 Place of rent payment Insert where the rent must be paid. See clause 8(4) to 8(6) SUNCORP

Item 11 Rental bond amount \$ 1,640.00 See clause 13

Item 12 12.1 The services supplied to the premises for which the tenant must pay See clause 16 Electricity [x] Yes [] No Any other service that a tenant must pay [x] Yes [] No Gas [x] Yes [] No Type WATER IF APPLICABLE, PAY TV, INTERNET Phone [x] Yes [] No See special terms (page 8)

12.2 Is the tenant to pay for water supplied to the premises See clause 17 [x] Yes [] No

Item 13 If the premises is not individually metered for a service under item 12.1, the apportionment of the cost of the service for which the tenant must pay. For example, insert the percentage of the total charge the tenant must pay. See clause 16(c)

Electricity N/A Any other service stated in item 12.1 N/A Gas N/A See special terms (page 8) Phone N/A

Item 14 How services must be paid for Insert for each how the tenant must pay. See clause 16(d) Electricity DIRECT TO SUPPLIER Gas DIRECT TO SUPPLIER Phone DIRECT TO SUPPLIER Any other service stated in item 12.1 See special terms (page 8) AS ACCOUNT HOLDER, DIRECT TO SUPPLIER

Item 15 Number of persons allowed to reside at the premises 3 See clause 23

Item 16 16.1 Are there any body corporate by-laws applicable to the occupation of the premises by a tenant? [x] Yes [] No See clause 22 16.2 Has the tenant been given a copy of the relevant by-laws See clause 22 [x] Yes [] No

Item 17 17.1 Pets approved [] Yes [x] No See clause 24(1) 17.2 The types and number of pets that may be kept See clause 24(2) Type [] Number [] Type [] Number []

Item 18 Nominated repairers Insert name and telephone number for each. See clause 31 Electrical repairs ASHCROFT ELECTRICAL(NICK) Phone 0410528805 Plumbing repairs GRID PLUMBING (DARREN) Phone 0433394429

Part 2 Standard Terms

Division 1 Preliminary

1 Interpretation

In this agreement -

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

2 Terms of a general tenancy agreement

- (1) This part states, under the *Residential Tenancies and Rooming Accommodation Act 2008 (the Act)*, section 55, the standard terms of a general tenancy agreement.
- (2) The Act also imposes duties on, and gives entitlements to, the lessor and tenant that are taken to be included as terms of this agreement.
- (3) The lessor and tenant may agree on other terms of this agreement (**special terms**).
- (4) A duty or entitlement under the Act overrides a standard term or special term if the term is inconsistent with the duty or entitlement.
- (5) A standard term overrides a special term if they are inconsistent.
Note - Some breaches of this agreement may also be an offence under the Act, for example, if -
 - the lessor or the lessor's agent enters the premises in contravention of the rules of entry under sections 192 to 199; or
 - the tenant does not sign and return the condition report to the lessor or the lessor's agent under section 65.

3 More than 1 lessor or tenant

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

Division 2 Period of tenancy

4 Start of tenancy

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

5 Entry condition report - s 65

- (1) The lessor must prepare, in the approved form, sign and give the tenant 1 copy of a condition report for the premises.
- (2) The copy must be given to the tenant on or before the day the tenant occupies the premises under this agreement.
- (3) The tenant must mark the copy of the report to show any parts the tenant disagrees with, and sign and return the copy to the lessor not later than 3 days after the later of the following days -
 - (a) the day the tenant is entitled to occupy the premises;
 - (b) the day the tenant is given the copy of the condition report.*Note* - A well completed condition report can be very important to help the parties if there is a dispute about the condition of the premises when the tenancy started. For more information about condition reports, see the information statement.
- (4) After the copy of the condition report is returned to the lessor by

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 the lessor's agent must not

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,

- (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

Division 6 Rights and obligations concerning the premises during tenancy

Subdivision 1 Occupation and use of premises

18 No legal impediments to occupation - s 181

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

Examples of possible legal impediments -

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

19 Vacant possession and quiet enjoyment - ss 182 and 183

- (1) The lessor must ensure the tenant has vacant possession of the premises (other than a part of the premises that the tenant does not have a right to occupy exclusively) on the day the tenant is entitled to occupy the premises under this agreement.

Editor's note - Parts of the premises where the tenant does not have a right to occupy exclusively may be identified in a special term.

- (2) The lessor must take reasonable steps to ensure the tenant has quiet enjoyment of the premises.
- (3) The lessor or the lessor's agent must not interfere with the reasonable peace, comfort or privacy of the tenant in using the premises.

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

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

Note - See the information statement for details.

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

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

22 Units and townhouses - s 69

- (1) The lessor must give the tenant a copy of any body corporate by-laws under the *Body Corporate and Community Management Act 1997* or *Building Units and Group Titles Act 1980* applicable to -
- (a) the occupation of the premises; or
 - (b) any common area available for use by the tenant with the premises.
- (2) The tenant must comply with the by-laws.

23 Number of occupants allowed

No more than the number of persons stated in this agreement

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.

Examples of terms -

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

28 Supply of locks and keys - s 210

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

29 Changing locks - ss 211 and 212

- (1) The lessor or the tenant may change locks if -
- (a) both agree to the change; or
 - (b) there is a tribunal order permitting the change; or
 - (c) there is a reasonable excuse for making the change.
- Example of a reasonable excuse -*
an emergency requiring the lock to be changed quickly
- (2) The lessor or tenant must not act unreasonably in failing to agree to the change of a lock.
- (3) If a lock is changed, the party changing it must give the other party a key for the changed lock unless -
- (a) a tribunal orders that a key not be given; or
 - (b) the other party agrees to not being given a key.

Subdivision 4 Damage and repairs

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

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

31 Nominated repairer for emergency repairs - s 216

- (1) The lessor's nominated repairer for emergency repairs of a particular type may be stated either -
- (a) in this agreement for item 18; or
 - (b) in a notice given by the lessor to the tenant.
- (2) The nominated repairer is the tenant's first point of contact for notifying the need for emergency repairs.

32 Notice of damage - s 217

- (1) If the tenant knows the premises have been damaged, the tenant must give notice as soon as practicable of the damage.
- (2) If the premises need routine repairs, the notice must be given to the lessor.
- (3) If the premises need emergency repairs, the notice must be given to -
- (a) the nominated repairer for the repairs; or
 - (b) if there is no nominated repairer for the repairs or the repairer can not be contacted - the lessor.

33 Emergency repairs arranged by tenant - ss 218 and 219

- (1) The tenant may arrange for a suitably qualified person to make emergency repairs or apply to the tribunal under section 221 for orders about the repairs if -
- (a) the tenant has been unable to notify the lessor or nominated repairer of the need for emergency repairs of the premises; or
 - (b) the repairs are not made within a reasonable time after notice is given.
- (2) The maximum amount that may be incurred for emergency repairs arranged to be made by the tenant is an amount equal to the amount payable under this agreement for 2 weeks rent.
- Note - For how the tenant may require reimbursement for the repairs, see sections 219(2) and (3) and 220 and the information statement.*

Division 7 Restrictions on transfer or subletting by tenant

34 General - ss 238 and 240

- (1) Subject to clause 35, the tenant may transfer all or a part of the tenant's interest under this agreement, or sublet the premises, only if the lessor agrees in writing or if the transfer or subletting is made under a tribunal order.
- (2) The lessor must act reasonably in failing to agree to the transfer or subletting.
- (3) The lessor is taken to act unreasonably in failing to agree to the transfer or subletting if the lessor acts in a capricious or retaliatory way.
- (4) The lessor or the lessor's agent must not require the tenant to pay, or accept from the tenant, an amount for the lessor's agreement to a transfer or subletting by the tenant, other than an amount for the reasonable expenses incurred by the lessor in agreeing to the transfer or subletting.

35 State assisted lessors or employees of lessor - s 237

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

Division 8 When agreement ends

36 Ending of agreement - s 277

(1) This clause applies to a tenancy if -

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

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

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

Note - See the information statement for details.

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

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

Examples of what may be fair wear and tear -

- wear that happens during normal use
- changes that happen with ageing

38 Keys

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

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

- (1) When handing over possession of the premises, the tenant must, if the lessor or the lessor's agent asks the tenant in writing to state the tenant's new residential address, tell the lessor or the agent the tenant's new residential address.
- (2) However, subclause (1) does not apply if the tenant has a reasonable excuse for not telling the lessor or agent the new address.

40 Exit condition report - s 66

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

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

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

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

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

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

Note - For details of the lessor's obligations under sections 363 and 364, see the information statement. They may include an obligation to store goods and may allow the lessor to sell goods and pay the net sale

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

General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008



Part 3 Special terms

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

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

PLEASE REFER TO ANNEXURE 'A' ATTACHED HERETO AND FORMING PART OF THIS AGREEMENT.

Names of Approved Occupants:

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

Signature of lessor/agent

Name/trading name

LUCY COLE PROPERTY MANAGEMENT PTY LTD

Signature

DocuSigned by: *Jenny Vazgoler* Date 3/2/2022
D628317BD10642E...

Signature of tenant 1

Print name

Shane LANGHAM

Signature

DocuSigned by: *Shane Langham* Date 16/1/2022
A72782DE5EAE44A...

Signature of tenant 2

Print name

Maria Langham

Signature

DocuSigned by: *[Signature]* Date 3/2/2022
0526B9116002401...

Signature of tenant 3

Print name

Signature

Date / /

Special Terms

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

45 Occupation and use of premises

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

46 Subletting via online home sharing platforms

The use of online home sharing platforms, such as AirBnB, which grant exclusive possession of the property, or any part thereof, to guests, shall be deemed to be subletting of the property and require compliance with clause 34.

47 Care of the premises by the tenant

- (1) During the tenancy, the tenant must-
 - (a) not do anything that might block any plumbing or drains on the premises;
 - (b) keep all rubbish in the bin provided by the local authority in an area designated by the lessor or as the local authority may require;
 - (c) put the bin out for collection on the appropriate day for collection and return the bin to its designated place after the rubbish has been collected;
 - (d) maintain the lawns and gardens at the premises having regard to their condition at the commencement of the tenancy, including mowing the lawns, weeding the gardens and watering the lawns and gardens (subject to council water restrictions);
 - (e) keep the premises free from pests and vermin;
 - (f) keep the walls, floors, doors and ceilings of the premises free of nails, screws or adhesive substances, unless otherwise agreed to by the lessor in accordance with clause 27;
 - (g) not intentionally or negligently damage the premises and inclusions;
 - (h) only hang clothing and other articles outside the premises in areas designated by the lessor or the lessor's agent;
 - (i) keep the swimming pool, filter and spa equipment (if any) clean and at the correct chemical levels having regard to their condition at the start of the tenancy;
 - (j) not interfere with nor make non-operational any facility that may be provided with the premises (eg. smoke alarms, fire extinguishers, garden sprinkler systems, hoses etc).
 - (k) where the lessor has consented to animals being kept at the premises, the tenant must ensure all animals are kept in accordance with relevant local laws, state laws and federal laws including but not limited to, the *Animal Management (Cats & Dogs) Act 2008* and the *Animal Care and Protection Act 2001* where applicable.
- (2) The obligations of the tenant at the end of the occupancy regarding the conditions of the premises include-
 - (a) if the carpets were cleaned to a certain standard at the start of the tenancy, the tenant must ensure the carpets are cleaned to the same standard, fair wear and tear excepted, at the end of the tenancy;
 - (b) if the property was free of pests at the start of the tenancy, the tenant must ensure the property meets the same standard at the end of the tenancy;
 - (c) repairing the tenant's intentional or negligent damage to the premises or inclusions;
 - (d) returning the swimming pool, filter and spa equipment (if any) to a clean condition with correct chemical levels having regard to their condition at the start of the tenancy;
 - (e) removing rubbish;
 - (f) replacing inclusions damaged during the tenancy having regard to their condition at the start of the tenancy, fair wear and tear excepted;
 - (g) mowing lawns, weeding gardens having regard to their condition at the start of the tenancy;
 - (h) 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.

48 Photographs of the property during an inspection

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

49 Locks and keys and remote controls

- (1) The lessor may claim from the tenant costs incurred by the lessor as a result of the tenant losing any key, access keycard or remote control relating to the premises which has been provided to the tenant (by the lessor, a body corporate or other person), including costs in connection with:
 - (a) replacing the key, access keycard or remote control; and
 - (b) gaining access to the premises.
- (2) The tenant acknowledges that the lessor's agent may retain a duplicate set of keys.
- (3) The tenant must return all keys, access keycards and/or any remote controls to the lessor or the lessor's agent at the end of the tenancy.

50 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

Special Terms *continued...*

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

- (b) the reasonable costs (including advertising costs) of re-letting and attempting to re-let the premises. (Sections 173(2) and 420).

51 Liability excluded

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

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

as a direct or indirect result of the tenant's negligent acts or omissions or breach of this agreement or obligations under the Act.

52 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.

53 Tenant's insurance

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

54 Smoke alarm obligations

The tenant must-

- (1) Test each smoke alarm in the premises-

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

- (2) Replace each battery that is spent, or that the tenant/s is aware of is almost spent, in accordance with the Information Statement provided to the tenant/s at the commencement of the tenancy;

- (3) Advise the lessor as soon as practicable if the tenant/s become/s aware that a smoke alarm in the premises has failed or is about to fail (other than because the battery is spent or almost spent); and

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

- (4) Clean each smoke alarm in the premises in the way stated in the Information Statement provided to the tenant/s at the commencement of the tenancy:

- (a) at least once every 12 months; or
- (b) if a fixed term tenancy is of less than 12 months duration, but is held over under a periodic tenancy of 12 months or more, at least once in the 12 month period;

In the event that the tenant/s engages a contractor/tradesperson (as listed in Item 18) to meet the tenant/s obligations listed under this 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.

55 Portable pool obligations

- (1) The tenant must-

- (a) Obtain the lessor's consent for a portable pool at the premises of a depth of 300mm or greater;
- (b) Where consent is to be provided by the lessor to the tenant for the use of a portable pool at the premises of a depth of 300mm or greater, provide the lessor and/or the agent with details of the type and description of the proposed portable pool.

- (2) Where consent is provided by the lessor to the tenant for the use of a portable pool at the premises of a depth of 300mm or greater, the tenant agrees to:

- (a) Maintain and repair the portable pool at the tenant's own expense;
- (b) In accordance with the *Building Act 1975* obtain, maintain and renew a Pool Safety Certificate for a regulated pool, which includes a requirement for a compliant pool fence and, provide a copy of the Pool Safety Certificate to the lessor and/or agent;
- (c) Where a compliant pool fence is required for a regulated pool, obtain the lessor's consent regarding a proposed fence in accordance with clause 27 of the standard terms;
- (d) In circumstances where consent is provided to the tenant by the lessor in accordance with clause 27 of the standard terms, construct and maintain the fence as required by the *Building Act 1975*, at the tenant's own expense.

- (3) In accordance with clause 55(1) and 55(2), where consent is provided by the lessor to the tenant for a portable pool of a depth of 300mm or greater and/or as prescribed by the *Building Act 1975*, the tenant hereby agrees to indemnify and hold harmless the lessor and agent for any loss, claim, suit or demand, brought, caused or contributed to, directly or indirectly, by the portable pool.

Special Terms *continued...*

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56 Electronic Signing

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

Annexure A

The tenant must not grant a licence or part thereof via AirBnB or a third party with occupation of the premises or part of the premises to provide accommodation for a fee or other benefit. Should the tenant breach this clause it is grounds for a Notice To Leave.

NO pets are allowed on the property at any time unless you have written consent from the Lessor or Agent. The tenant agrees that should the lessor and our office approve a pet to be kept on the premises, this will be put in writing and signed by all parties. Failure to do this will constitute a breach of agreement. Should the tenant have a pet, they are required upon vacating to have a professional flea fumigation done inside and out and receipt of same provided to the agent with the return of keys.

No one is permitted to move into the property unless the Property Manager has approved the applicant.

Cars, Motorbikes, boats, trailers and vans are only to be parked in the designated approved areas - NOT ON ANY GRASSED AREAS. It is prohibited to park on the front lawn areas, body corporate common areas, nature strips or other lawn areas. Oil stains on driveways are the tenant's responsibility to clean and remove. Unregistered vehicles are not to be kept at the property unless they are properly garaged.

Upon vacating the property, please keep in mind (should there be carpets in the property) that the carpets have been shampooed prior to your occupation and the carpets are to be left in the same condition as when you moved in giving consideration to fair wear and tear.

The tenant agrees that no nails, screws, hooks, blue tack, sticky tape or tacks are to be fixed to the walls, wardrobes or ceilings without the written permission of the agent. Should this occur without permission the tenants will be responsible for rectifying the damaged areas by patching, painting and cleaning the entire area to the agent's satisfaction.

The tenant must ensure that the pool gate is kept closed at all times and ensure that there are no fixtures or objects placed in a position that would allow access to the pool. The tenant does NOT have permission and agrees NOT to have a free standing swimming pool.

The tenant agrees that it is their responsibility to keep the pool in a well maintained safe condition. The pool must be clean and vacuumed, water balanced, pump filters cleaned, timers set (where fitted) and ensure that the level of the swimming pool water does not go below the skimmer box as this will cause the pump to burn out - cost of replacement pump will lay with the tenant. All pool equipment must be accounted for and securely stored. If it is noted that the pool is not being maintained, you will be issued a breach notice and will be required to urgently rectify the problem. Failure to comply with this can result in further costs to the tenant and a Notice To Leave. The tenant agrees to pay for any associated costs to restore the pool to its original condition, if caused from tenant neglect.

All maintenance is to be reported via email to the agent or Property Me login.

The tenant agrees to keep the lawns mowed, garden beds free of weeds, water gardens as required to keep the plants alive and not to store equipment, boxes, rubbish in the yard. Grass clippings are to be removed from the property and not put in gardens or grassed areas.

The tenant acknowledges it is a requirement of the Residential Tenancies Act that rent must be paid on or before the due date at all times. Strict management procedures are adhered to and are as follows:

7 days in arrears - reminder sms text message and email each day until rent is rectified.

14 days in arrears - Notice To Remedy Breach Form 11 issued + sms text and email each day until rent is rectified.

28 days in arrears - Notice To Leave Form 12 issued should breach not be rectified, sms text and email each day until rectified.

After vacating the premises there is money owed in excess of the bond amount, the tenants named on this General Tenancy Agreement will be given notice and listed with a National Tenancy Database as defaulting.

The tenant agrees that smoking is not permitted inside the property and agree to conduct all smoking OUTSIDE.

The tenant must provide two (2) weeks written notice to our office (on the required Form 13) of their intention to vacate. Verbal notice is not accepted. All keys and remote controls must be returned by 9am the day after vacate date. The agent will then attend to the final inspection within 3 days.

Should the tenant wish to 'break' this tenancy agreement they will be liable for reasonable costs that would normally be borne by the lessor. These costs are: a leasing fee equal to one week rent + gst PLUS advertising costs of \$155. These are to be paid prior to advertising the property. You must continue to pay all rent due until a new tenant is secured in writing on a Tenancy Agreement.

Tenants must return the entry condition report to our office within 3 business days from start of this agreement. Failure to do this will result in the tenants' comments not being accepted and the agent's report becoming the true and accurate entry condition report for this tenancy.

The tenants (should they be liable) agree to pay for all water usage as invoiced to them by the agent.

The tenants agree it is their responsibility to take out contents insurance for all their belongings.

The tenants agree to have photographs taken during routine inspections so these can be sent to the Lessor.

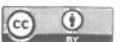
General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008

**Part 1 Tenancy details**

Item 1	1.1 Lessor	Name/trading name MCFARLAND SUPER P/L ATF MCFARLAND FAMILY SUPER C/- LUCY COLE PROPERTY MANAGEMENT PTY LTD		
	Address 8 UPTON STREET BUNDALL QLD Postcode 4217			
	1.2	Phone 0755533688	Mobile 0423278178	Email jenny@lucycole.com.au
Item 2	2.1 Tenant/s	Tenant 1 Full name/s Shane LANGHAM Phone 0426262680 Email auzshane@gmail.com		
		Tenant 2 Full name/s Maria Langham Phone 0426288812 Email ying_vibar@yahoo.com		
		Tenant 3 Full name/s Phone Email		
	2.2 Address for service (if different from address of the premises in item 5.1) Attach a separate list			
Item 3	3.1 Agent If applicable. See clause 43	Full name/trading name Lucy Cole Property Management Pty Ltd		
	Address 8 Upton Street Bundall, QLD Bundall QLD Postcode 4217			
	3.2	Phone 0755533688	Mobile 0423278178	Email jenny@lucycole.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 type="checkbox"/> No <input checked="" type="checkbox"/>	auzshane@gmail.com & ying_vibar@yahoo.com
	4.3 Agent	Email Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Facsimile Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	rentals@lucycole.com.au 0755533699
Item 5	5.1 Address of the rental premises			
	1/21 Brown Street LABRADOR QLD Postcode 4215			
	5.2 Inclusions provided. For example, furniture or other household goods let with the premises. Attach list if necessary REFER TO FORM 1A ENTRY CONDITION REPORT PROVIDED			
	5.3 Details of current repair orders for the rental premises or inclusions NONE			
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	15 / 02 / 2023	6.3 Ending on	14 / 02 / 2024

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



Part 2 Standard Terms

Division 1 Preliminary

1 Interpretation

In this agreement -

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

2 Terms of a general tenancy agreement

- (1) This part states, under the *Residential Tenancies and Rooming Accommodation Act 2008 (the Act)*, section 55, the standard terms of a general tenancy agreement.
- (2) The Act also imposes duties on, and gives entitlements to, the lessor and tenant that are taken to be included as terms of this agreement.
- (3) The lessor and tenant may agree on other terms of this agreement (**special terms**).
- (4) A duty or entitlement under the Act overrides a standard term or special term if the term is inconsistent with the duty or entitlement.
- (5) A standard term overrides a special term if they are inconsistent.

Note - Some breaches of this agreement may also be an offence under the Act, for example, if -

 - the lessor or the lessor's agent enters the premises in contravention of the rules of entry under sections 192 to 199; or
 - the tenant does not sign and return the condition report to the lessor or the lessor's agent under section 65.

3 More than 1 lessor or tenant

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

Division 2 Period of tenancy

4 Start of tenancy

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

5 Entry condition report - s 65

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

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

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

6 Continuation of fixed term agreement - s 70

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

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

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

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

Note - For when the tenant may end this agreement 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.
- (3) This clause does not apply if, after experiencing domestic violence, the tenant ends this agreement or the tenant's interest in this agreement under chapter 5, part 1, division 3, subdivision 2A of the Act.

Division 3 Rent

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

- (1) The tenant must pay the rent stated in this agreement for item 7.
- (2) The rent must be paid at the times stated in this agreement for item 8.
- (3) The rent must be paid -
 - (a) in 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).

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 -

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

19 Vacant possession and quiet enjoyment - ss 182 and 183

- (1) The lessor must ensure the tenant has vacant possession of the premises (other than a part of the premises that the tenant does not have a right to occupy exclusively) on the day the tenant is entitled to occupy the premises under this agreement.

Editor's note - Parts of the premises where the tenant does not have a right to occupy exclusively may be identified in a special term.

- (2) The lessor must take reasonable steps to ensure the tenant has quiet enjoyment of the premises.
- (3) The lessor or the lessor's agent must not interfere with the reasonable peace, comfort or privacy of the tenant in using the premises.

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

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

Note - See the information statement for details.

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

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

Examples of things that may constitute a nuisance -

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

22 Units and townhouses - s 69

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

23 Number of occupants allowed

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

24 - intentionally removed

Subdivision 2 Standard of premises

25 Lessor's obligations - s 185

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

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

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 written notice given by the lessor to the tenant.
- (2) Item 18 or the written notice must state -
 - (a) the name and telephone number of the nominated repairer; and
 - (b) whether or not the nominated repairer is the tenant's first point of contact for notifying of the need for emergency repairs.
- (3) The lessor must give written notice to the tenant of any change of the lessor's nominated repairer or the telephone number of the nominated repairer.
- (4) This clause does not apply if -
 - (a) the lessor has given the tenant a telephone number of the lessor; and
 - (b) under this agreement the lessor is to arrange for emergency repairs to be made to the premises or inclusions.

32 Notice of damage - s 217

- (1) If the tenant knows the premises have been damaged, the tenant must give notice as soon as practicable of the damage.
- (2) If the premises need routine repairs, the notice must be given to the lessor.
- (3) If the premises need emergency repairs, the notice must be given to -
 - (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.
- (4) This clause does not apply to the tenant for damage caused by an act of domestic violence experienced by the tenant.

33 Emergency repairs arranged by tenant - ss 218 and 219

- (1) The tenant may arrange for a suitably qualified person to make emergency repairs or apply to the tribunal under section 221 for orders about the repairs if -
 - (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 4 weeks rent.

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

Subdivision 5 Pets

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

- (1) The tenant may keep a pet or other animal at the premises only with the approval of the lessor.
- (2) However, the tenant may keep a working dog at the premises without the lessor's approval.
- (3) The tenant has the approval of the lessor to keep a pet at the premises if keeping the pet at the premises is consistent with item 17.

Notes -

 - 1 If item 17 states 2 cats, the tenant is approved by the lessor to keep up to 2 cats at the premises.
 - 2 For additional approvals to keep a pet or other animal at the premises see clause 33C.

- (4) An authorisation to keep the pet or working dog at the premises continues for the life of the pet or working dog and is not affected by any of the following matters -
 - (a) the ending of this agreement, if the tenant continues occupying the premises under a new agreement;
 - (b) a change in the lessor or lessor's agent;
 - (c) for a working dog - the retirement of the dog from the service the dog provided as a working dog.
- (5) An authorisation to keep a pet, working dog or other animal at the premises may be restricted by a body corporate by-law or other law about keeping animals at the premises.

Examples -

- 1 The premises may be subject to a local law that limits the number or types of animals that may be kept at the premises.
- 2 The premises may be subject to a body corporate by-law that requires the tenant to obtain approval from the body corporate before keeping a pet at the premises.

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

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

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

- (1) The tenant may, using the approved form, request the lessor's approval to keep a stated pet at the premises.
- (2) The lessor must respond to the tenant's request within 14 days after receiving the request.
- (3) The lessor's response to the request must be in writing and state -
 - (a) whether the lessor approves or refuses the tenant's request; and
 - (b) if the lessor approves the tenant's request subject to conditions - the conditions of the approval; and

Note - See clause 33D for limitations on conditions of approval to keep a pet at the premises.
 - (c) if the lessor refuses the tenant's request -
 - (i) the grounds for the refusal; and
 - (ii) the reasons the lessor believes the grounds for the refusal apply to the request.
- (4) The lessor may refuse the request for approval to keep a pet at the premises only on 1 or more of the following grounds -
 - (a) keeping the pet would exceed a reasonable number of animals being kept at the premises;
 - (b) the premises are unsuitable for keeping the pet because of a lack of appropriate fencing, open space or another thing necessary to humanely accommodate the pet;
 - (c) keeping the pet is likely to cause damage to the premises or inclusions that could not practicably be repaired for a cost that is less than the amount of the rental bond for the premises;
 - (d) keeping the pet would pose an unacceptable risk to the health and safety of a person, including, for example, because the pet is venomous;
 - (e) keeping the pet would contravene a law;
 - (f) keeping the pet would contravene a body corporate by-law applying to the premises;
 - (g) if the lessor proposed reasonable conditions for approval and the conditions comply with clause 33D - the tenant has not agreed to the conditions;
 - (h) the animal stated in the request is not a pet as defined in section 184A;
 - (i) another ground prescribed by a regulation under section 184E(1)(j).

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

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

40 Exit condition report - s 66

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

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

Note - For the approved form for the condition report, see the information statement. The report may be very important in deciding who is entitled to a refund of the rental bond if there is a dispute about the condition of the premises.
- (2) The lessor or the lessor's agent must, within 3 business days after receiving the copy of the report -
 - (a) sign the copy; and
 - (b) if the lessor or agent does not agree with the report - show the parts of the report the lessor or agent disagrees with by marking the copy in an appropriate way; and
 - (c) if the tenant has given a forwarding address to the lessor or agent - make a copy of the report and return it to the tenant at the address.
- (3) The lessor or agent must keep a copy of the condition report signed by both parties for at least 1 year after this agreement ends.

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

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

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

Division 9 Miscellaneous

42 Supply of goods and services - s 171

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

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

43 Lessor's agent

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

44 Notices

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

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

Special Terms

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

45 Occupation and use of premises

The tenant must not permit persons other than the persons nominated as approved occupants in Part 3 of this agreement to reside at the premises without the written consent of the lessor. The lessor must act reasonably in exercising the lessor's discretion when determining whether or not to consent to a request by the tenant for any change to the approved tenants or occupants.

46 Subletting via online home sharing platforms

The use of online home sharing platforms, such as AirBnB, which grant exclusive possession of the property, or any part thereof, to guests, shall be deemed to be subletting of the property and require compliance with clause 34.

47 Care of the premises by the tenant

(1) During the tenancy, the tenant must-

- (a) not do anything that might block any plumbing or drains on the premises;
- (b) keep all rubbish in the bin provided by the local authority in an area designated by the lessor or as the local authority may require;
- (c) put the bin out for collection on the appropriate day for collection and return the bin to its designated place after the rubbish has been collected;
- (d) maintain the lawns and gardens at the premises having regard to their condition at the commencement of the tenancy, including mowing the lawns, weeding the gardens and watering the lawns and gardens (subject to council water restrictions);
- (e) keep the premises free from pests and vermin, having regard to the condition of the premises at the commencement of the tenancy;
- (f) keep the walls, floors, doors and ceilings of the premises free of nails, screws or adhesive substances, unless otherwise agreed to by the lessor in accordance with clause 27;
- (g) keep the swimming pool, filter and spa equipment (if any) clean and at the correct chemical levels having regard to their condition at the start of the tenancy;
- (h) not interfere with nor make non-operational any facility that may be provided with the premises (eg. smoke alarms, fire extinguishers, garden sprinkler systems, hoses etc).

(2) The obligations of the tenant at the end of the tenancy regarding the conditions of the premises include-

- (a) if the carpets were cleaned to a certain standard at the start of the tenancy, the tenant must ensure the carpets are cleaned to the same standard, fair wear and tear excepted, at the end of the tenancy. For the sake of clarity, a special term or condition for approval to keep a pet at the premises requiring carpets in the premises to be professionally cleaned at the end of the tenancy overrides this special term;
- (b) if the property was free of pests and vermin at the start of the tenancy, the tenant must ensure the property meets the same standard at the end of the tenancy. For the sake of clarity, a special term or condition for approval to keep a pet at the premises requiring the premises to be professional fumigated at the end of the tenancy overrides this special term;
- (c) repairing the tenant's intentional or negligent damage to the premises or inclusions;
- (d) returning the swimming pool, filter and spa equipment (if any) to a clean condition with correct chemical levels having regard to their condition at the start of the tenancy;
- (e) replacing inclusions damaged during the tenancy having regard to their condition at the start of the tenancy, fair wear and tear excepted;
- (f) mowing lawns, weeding gardens having regard to their condition at the start of the tenancy;
- (g) remove all property other than that belonging to the lessor or on the premises at the start of the tenancy.

48 Photographs of the property during an inspection

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

49 Locks and keys

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

Special Terms *continued...*

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

2-80

55 Pets

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

- (1) In addition to clause 33A(3), the lessor approves a pet as stated in Item 17 of this agreement to be kept inside a dwelling on the premises, conditional on:
 - (a) if the pet is capable of carrying parasites that could infest the premises, the premises being professionally fumigated at the end of the tenancy; and
 - (b) the carpets in the premises being professionally cleaned at the end of the tenancy.

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

- (2) The premises are professionally fumigated and carpets are professionally cleaned, if the fumigation and cleaning are done to a standard ordinarily achieved by businesses selling those services.
- (3) For the sake of clarity, the conditions outlined in special term 55 relate only to the lessor's approval to keep a pet at the premises as stated in Item 17 of this agreement.
- (4) For requests for approval to keep a pet at the premises inconsistent with Item 17 of this agreement, see clauses 33C and 33D of this agreement and sections 184D to 184F of the Act.

56 Electronic Signing

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

General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008

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2/21 Brown Street

Part 1 Tenancy details

Item 1

1.1 Lessor

Name/trading name P & B MCFARLAND C/- LUCY COLE PROPERTY MANAGEMENT PTY LTD

Address

8 UPTON STREET

BUNDALL

QLD

Postcode 4217

1.2 Phone

Mobile

Email

55533688

+61423278178

jenny@lucycole.com.au

Item 2

2.1 Tenant/s

Tenant 1 Full name/s Andrew Charles

Phone +61478182524

Email andrewcharles373@yahoo.com

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 Lucy Cole Property Management Pty Ltd

Address

8 Upton Street

Bundall, QLD

Bundall

QLD

Postcode 4217

3.2 Phone

Mobile

Email

0755533688

+61423278178

jenny@lucycole.com.au

Item 4

Notices may be given to

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

4.1 Lessor

Email Yes No

Facsimile Yes No

4.2 Tenant/s

Email Yes No

andrewcharles373@yahoo.com

Facsimile Yes No

4.3 Agent

Email Yes No

rentals@lucycole.com.au

Facsimile Yes No

0755533699

Item 5

5.1 Address of the rental premises

2/21 Brown street

LABRADOR

QLD

Postcode 4215

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

REFER TO FORM 1A ENTRY CONDITION REPORT PROVIDED

Item 6

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

6.2 Starting on 18 / 05 / 2021

6.3 Ending on 17 / 05 / 2022

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



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



Item 7 Rent \$ 390.00 per [checked] week [] fortnight [] month See clause 8(1)

Item 8 Rent must be paid on the SAME day of each 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) DIRECT DEPOSIT, BANK CHEQUE OR MONEY ORDER PAYABLE TO LUCY COLE PROPERTY MANAGEMENT PTY LTD Details for direct credit BSB no. 484-799 Bank/building society/credit union SUNCORP Account no. 085391865 Account name LUCY COLE PROPERTY MANAGMENT P/L Payment reference 900037

Item 10 Place of rent payment Insert where the rent must be paid. See clause 8(4) to 8(6) SUNCORP

Item 11 Rental bond amount \$ 1560.00 See clause 13

Item 12 12.1 The services supplied to the premises for which the tenant must pay See clause 16 Electricity [checked] Yes [] No Any other service that a tenant must pay [checked] Yes [] No Gas [checked] Yes [] No Type WATER IF APPLICABLE, PAY TV, INTERNET See special terms (page 8) Phone [checked] Yes [] No

12.2 Is the tenant to pay for water supplied to the premises See clause 17 [checked] Yes [] No

Item 13 If the premises is not individually metered for a service under item 12.1, the apportionment of the cost of the service for which the tenant must pay. For example, insert the percentage of the total charge the tenant must pay. See clause 16(c) Electricity N/A Any other service stated in item 12.1 N/A Gas N/A See special terms (page 8) Phone N/A

Item 14 How services must be paid for Insert for each how the tenant must pay. See clause 16(d) Electricity DIRECT TO SUPPLIER Gas DIRECT TO SUPPLIER Phone DIRECT TO SUPPLIER Any other service stated in item 12.1 See special terms (page 8) AS ACCOUNT HOLDER, DIRECT TO SUPPLIER

Item 15 Number of persons allowed to reside at the premises 2 See clause 23

Item 16 16.1 Are there any body corporate by-laws applicable to the occupation of the premises by a tenant? [checked] Yes [] No See clause 22 16.2 Has the tenant been given a copy of the relevant by-laws See clause 22 [checked] Yes [] No

Item 17 17.1 Pets approved [] Yes [checked] No See clause 24(1) 17.2 The types and number of pets that may be kept See clause 24(2) Type [] Number [] Type [] Number []

Item 18 Nominated repairers Insert name and telephone number for each. See clause 31 Electrical repairs ASHCROFT ELECTRICAL(NICK) Phone +61410528805 Plumbing repairs GRID PLUMBING (DARREN) Phone +61433394429 Other LUCY COLE AFTER HOURS CONTACT Phone +61423278178

General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008



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

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

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

Note - See the information statement for details.

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

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

Examples of what may be fair wear and tear -

- wear that happens during normal use
- changes that happen with ageing

38 Keys

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

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

- (1) When handing over possession of the premises, the tenant must, if the lessor or the lessor's agent asks the tenant in writing to state the tenant's new residential address, tell the lessor or the agent the tenant's new residential address.
- (2) However, subclause (1) does not apply if the tenant has a reasonable excuse for not telling the lessor or agent the new address.

40 Exit condition report - s 66

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

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

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

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

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

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

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

Division 9 Miscellaneous

42 Supply of goods and services - s 171

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

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

43 Lessor's agent

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

44 Notices

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

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

Part 2 Standard Terms

Division 1 Preliminary

1 Interpretation

In this agreement -

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

2 Terms of a general tenancy agreement

- (1) This part states, under the *Residential Tenancies and Rooming Accommodation Act 2008 (the Act)*, section 55, the standard terms of a general tenancy agreement.
- (2) The Act also imposes duties on, and gives entitlements to, the lessor and tenant that are taken to be included as terms of this agreement.
- (3) The lessor and tenant may agree on other terms of this agreement (**special terms**).
- (4) A duty or entitlement under the Act overrides a standard term or special term if the term is inconsistent with the duty or entitlement.
- (5) A standard term overrides a special term if they are inconsistent.

Note - Some breaches of this agreement may also be an offence under the Act, for example, if -

- the lessor or the lessor's agent enters the premises in contravention of the rules of entry under sections 192 to 199; or
- the tenant does not sign and return the condition report to the lessor or the lessor's agent under section 65.

3 More than 1 lessor or tenant

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

Division 2 Period of tenancy

4 Start of tenancy

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

5 Entry condition report - s 65

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

Note - A well completed condition report can be very important to help the parties if there is a dispute about the condition of the premises when the tenancy started. For more information about condition reports, see the information statement.
- (4) After the copy of the condition report is returned to the lessor by the tenant, the lessor must copy the condition report and return it to the tenant within 14 days.

6 Continuation of fixed term agreement - s 70

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

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

7 Costs apply to early ending of fixed term agreement

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

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

Division 3 Rent

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

- (1) The tenant must pay the rent stated in this agreement for item 7.
- (2) The rent must be paid at the times stated in this agreement for item 8.
- (3) The rent must be paid -
 - (a) in the way stated in this agreement for item 9; or
 - (b) in the way agreed after the signing of this agreement by -
 - (i) the lessor or tenant giving the other party a notice proposing the way; and
 - (ii) the other party agreeing to the proposal in writing; or
 - (c) if there is no way stated in this agreement for item 9 or no way agreed after the signing of this agreement - in an approved way under section 83(4).

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 the lessor's agent must not require a payment of rent under this agreement in a period for which rent has already been paid.

General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008

**10 Rent increases - ss 91 and 93**

- (1) If the lessor proposes to increase the rent, the lessor must give notice of the proposal to the tenant.
- (2) The notice must state the amount of the increased rent and the day from when it is payable.
- (3) The day stated must not be earlier than the later of the following -
 - (a) 2 months after the notice is given;
 - (b) 6 months after the day the existing rent became payable by the tenant.
- (4) Subject to an order of a tribunal, the increased rent is payable from the day stated in the notice, and this agreement is taken to be amended accordingly.
- (5) However, if this agreement is a fixed term agreement, the rent may be increased before the term ends only if a special term -
 - (a) provides for a rent increase; and
 - (b) states the amount of the increase or how the amount of the increase is to be worked out.
- (6) A rent increase is payable by the tenant only if the rent is increased under this clause.

11 Application to tribunal about excessive increase - s 92

- (1) If a notice of proposed rent increase is given and the tenant considers the increase is excessive, the tenant may apply to a tribunal for an order setting aside or reducing the increase.
- (2) However, the application must be made -
 - (a) within 30 days after the notice is received; and
 - (b) for a fixed term agreement - before the term ends.

12 Rent decreases - s 94

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

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

Division 4 Rental bond**13 Rental bond required - ss 111 and 116**

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

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

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

14 Increase in bond - s 154

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

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

Division 5 Outgoings**15 Outgoings - s 163**

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

Examples -

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

- (2) This clause does not apply if -
 - (a) the lessor is the State; and
 - (b) rent is not payable under the agreement; and
 - (c) the tenant is an entity receiving financial or other assistance from the State to supply rented accommodation to persons.

16 General service charges - ss 164 and 165

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

- (a) the tenant enjoys or shares the benefit of the service; and
- (b) the service is stated in this agreement for item 12.1; and
- (c) either -
 - (i) the premises are individually metered for the service; or
 - (ii) this agreement states for item 13 how the tenant's apportionment of the cost of the service is to be worked out; and
- (d) this agreement states for item 14 how the tenant must pay for the service.

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

17 Water service charges - ss 164 and 166W

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

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

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 the lessor's agent must not interfere with the reasonable peace, comfort or privacy of the tenant in using the premises.

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

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

Note - See the information statement for details.

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

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

Examples of things that may constitute a nuisance -

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

22 Units and townhouses - s 69

- (1) The lessor must give the tenant a copy of any body corporate by-laws under the *Body Corporate and Community Management Act 1997* or *Building Units and Group Titles Act 1980* applicable to -
 - (a) the occupation of the premises; or
 - (b) any common area available for use by the tenant with the premises.
- (2) The tenant must comply with the by-laws.

23 Number of occupants allowed

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

24 Pets

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

Subdivision 2 Standard of premises

25 Lessor's obligations - s 185

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

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

- (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.

General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008

*Examples of terms -*

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

28 Supply of locks and keys - s 210

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

29 Changing locks - ss 211 and 212

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

Example of a reasonable excuse -

an emergency requiring the lock to be changed quickly

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

Subdivision 4 Damage and repairs**30 Meaning of emergency and routine repairs - ss 214 and 215**

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

31 Nominated repairer for emergency repairs - s 216

- (1) The lessor's nominated repairer for emergency repairs of a particular type may be stated either -
- (a) in this agreement for item 18; or
 - (b) in a notice given by the lessor to the tenant.
- (2) The nominated repairer is the tenant's first point of contact for notifying the need for emergency repairs.

32 Notice of damage - s 217

- (1) If the tenant knows the premises have been damaged, the tenant must give notice as soon as practicable of the damage.
- (2) If the premises need routine repairs, the notice must be given to the lessor.
- (3) If the premises need emergency repairs, the notice must be given to -
- (a) the nominated repairer for the repairs; or
 - (b) if there is no nominated repairer for the repairs or the repairer can not be contacted - the lessor.

33 Emergency repairs arranged by tenant - ss 218 and 219

- (1) The tenant may arrange for a suitably qualified person to make emergency repairs or apply to the tribunal under section 221 for orders about the repairs if -
- (a) the tenant has been unable to notify the lessor or nominated repairer of the need for emergency repairs of the premises; or
 - (b) the repairs are not made within a reasonable time after notice is given.
- (2) The maximum amount that may be incurred for emergency repairs arranged to be made by the tenant is an amount equal to the amount payable under this agreement for 2 weeks rent.
- Note* - For how the tenant may require reimbursement for the repairs, see sections 219(2) and (3) and 220 and the information statement.

Division 7 Restrictions on transfer or subletting by tenant**34 General - ss 238 and 240**

- (1) Subject to clause 35, the tenant may transfer all or a part of the tenant's interest under this agreement, or sublet the premises, only if the lessor agrees in writing or if the transfer or subletting is made under a tribunal order.
- (2) The lessor must act reasonably in failing to agree to the transfer or subletting.
- (3) The lessor is taken to act unreasonably in failing to agree to the transfer or subletting if the lessor acts in a capricious or retaliatory way.
- (4) The lessor or the lessor's agent must not require the tenant to pay, or accept from the tenant, an amount for the lessor's agreement to a transfer or subletting by the tenant, other than an amount for the reasonable expenses incurred by the lessor in agreeing to the transfer or subletting.

35 State assisted lessors or employees of lessor - s 237

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

Division 8 When agreement ends**36 Ending of agreement - s 277**

- (1) This agreement ends only if -
- (a) the tenant and the lessor agree in writing; or

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Special Terms *continued...*

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(b) the reasonable costs (including advertising costs) of re-letting and attempting to re-let the premises. (Sections 173(2) and 420).

51 Liability excluded

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

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

as a direct or indirect result of the tenant's negligent acts or omissions or breach of this agreement or obligations under the Act.

52 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.

53 Tenant's insurance

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

54 Smoke alarm obligations

The tenant must-

(1) Test each smoke alarm in the premises-

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

(2) Replace each battery that is spent, or that the tenant/s is aware of is almost spent, in accordance with the Information Statement provided to the tenant/s at the commencement of the tenancy;

(3) Advise the lessor as soon as practicable if the tenant/s become/s aware that a smoke alarm in the premises has failed or is about to fail (other than because the battery is spent or almost spent); and

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

(4) Clean each smoke alarm in the premises in the way stated in the Information Statement provided to the tenant/s at the commencement of the tenancy:

- (a) at least once every 12 months; or
- (b) if a fixed term tenancy is of less than 12 months duration, but is held over under a periodic tenancy of 12 months or more, at least once in the 12 month period;

In the event that the tenant/s engages a contractor/tradesperson (as listed in Item 18) to meet the tenant/s obligations listed under this 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.

55 Portable pool obligations

(1) The tenant must-

- (a) Obtain the lessor's consent for a portable pool at the premises of a depth of 300mm or greater;
- (b) Where consent is to be provided by the lessor to the tenant for the use of a portable pool at the premises of a depth of 300mm or greater, provide the lessor and/or the agent with details of the type and description of the proposed portable pool.

(2) Where consent is provided by the lessor to the tenant for the use of a portable pool at the premises of a depth of 300mm or greater, the tenant agrees to:

- (a) Maintain and repair the portable pool at the tenant's own expense;
- (b) In accordance with the *Building Act 1975* obtain, maintain and renew a Pool Safety Certificate for a regulated pool, which includes a requirement for a compliant pool fence and, provide a copy of the Pool Safety Certificate to the lessor and/or agent;
- (c) Where a compliant pool fence is required for a regulated pool, obtain the lessor's consent regarding a proposed fence in accordance with clause 27 of the standard terms;
- (d) In circumstances where consent is provided to the tenant by the lessor in accordance with clause 27 of the standard terms, construct and maintain the fence as required by the *Building Act 1975*, at the tenant's own expense.

(3) In accordance with clause 55(1) and 55(2), where consent is provided by the lessor to the tenant for a portable pool of a depth of 300mm or greater and/or as prescribed by the *Building Act 1975*, the tenant hereby agrees to indemnify and hold harmless the lessor and agent for any loss, claim, suit or demand, brought, caused or contributed to, directly or indirectly, by the portable pool.

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Special Terms

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45 Occupation and use of premises

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

46 Subletting via online home sharing platforms

The use of online home sharing platforms, such as AirBnB, which grant exclusive possession of the property, or any part thereof, to guests, shall be deemed to be subletting of the property and require compliance with clause 34.

47 Care of the premises by the tenant

(1) During the tenancy, the tenant must-

- (a) not do anything that might block any plumbing or drains on the premises;
- (b) keep all rubbish in the bin provided by the local authority in an area designated by the lessor or as the local authority may require;
- (c) put the bin out for collection on the appropriate day for collection and return the bin to its designated place after the rubbish has been collected;
- (d) maintain the lawns and gardens at the premises having regard to their condition at the commencement of the tenancy, including mowing the lawns, weeding the gardens and watering the lawns and gardens (subject to council water restrictions);
- (e) keep the premises free from pests and vermin;
- (f) keep the walls, floors, doors and ceilings of the premises free of nails, screws or adhesive substances, unless otherwise agreed to by the lessor in accordance with clause 27;
- (g) not intentionally or negligently damage the premises and inclusions;
- (h) only hang clothing and other articles outside the premises in areas designated by the lessor or the lessor's agent;
- (i) keep the swimming pool, filter and spa equipment (if any) clean and at the correct chemical levels having regard to their condition at the start of the tenancy;
- (j) not interfere with nor make non-operational any facility that may be provided with the premises (eg. smoke alarms, fire extinguishers, garden sprinkler systems, hoses etc).
- (k) where the lessor has consented to animals being kept at the premises, the tenant must ensure all animals are kept in accordance with relevant local laws, state laws and federal laws including but not limited to, the *Animal Management (Cats & Dogs) Act 2008* and the *Animal Care and Protection Act 2001* where applicable.

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

- (a) if the carpets were cleaned to a certain standard at the start of the tenancy, the tenant must ensure the carpets are cleaned to the same standard, fair wear and tear excepted, at the end of the tenancy;
- (b) if the property was free of pests at the start of the tenancy, the tenant must ensure the property meets the same standard at the end of the tenancy;
- (c) repairing the tenant's intentional or negligent damage to the premises or inclusions;
- (d) returning the swimming pool, filter and spa equipment (if any) to a clean condition with correct chemical levels having regard to their condition at the start of the tenancy;
- (e) removing rubbish;
- (f) replacing inclusions damaged during the tenancy having regard to their condition at the start of the tenancy, fair wear and tear excepted;
- (g) mowing lawns, weeding gardens having regard to their condition at the start of the tenancy;
- (h) 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.

48 Photographs of the property during an inspection

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

49 Locks and keys and remote controls

- (1) The lessor may claim from the tenant costs incurred by the lessor as a result of the tenant losing any key, access keycard or remote control relating to the premises which has been provided to the tenant (by the lessor, a body corporate or other person), including costs in connection with:
 - (a) replacing the key, access keycard or remote control; and
 - (b) gaining access to the premises.
- (2) The tenant acknowledges that the lessor's agent may retain a duplicate set of keys.
- (3) The tenant must return all keys, access keycards and/or any remote controls to the lessor or the lessor's agent at the end of the tenancy.

50 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

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Annexure A

1. The tenant must not grant a licence or part thereof via AirBnB or a third party with occupation of the premises or part of the premises to provide accommodation for a fee or other benefit. Should the tenant breach this clause it is grounds for a Notice To Leave.
2. NO pets are allowed on the property at any time unless you have written consent from the Lessor or Agent. The tenant agrees that should the lessor and our office approve a pet to be kept on the premises, this will be put in writing and signed by all parties. Failure to do this will constitute a breach of agreement. Should the tenant have a pet, they are required upon vacating to have a professional flea fumigation done inside and out and receipt of same provided to the agent with the return of keys.
3. No one is permitted to move into the property unless the Property Manager has approved the applicant.
4. Cars, Motorbikes, boats, trailers and vans are only to be parked in the designated approved areas - NOT ON ANY GRASSED AREAS. It is prohibited to park on the front lawn areas, body corporate common areas, nature strips or other lawn areas. Oil stains on driveways are tenant responsibility to clean and remove. Unregistered vehicles are not to be kept at the property unless they are properly garaged.
5. Upon vacating the property, please keep in mind (should there be carpets in the property) that the carpets have been shampooed prior to your occupation and the carpets are to be left in the same condition as when you moved in giving consideration to fair wear and tear.
6. The tenant agrees that no nails, screws, hooks, blue tack, sticky tape or tacks are to be fixed to the walls, wardrobes or ceilings without the written permission of the agent. Should this occur without permission the tenants will be responsible for rectifying the damaged areas by patching, painting and cleaning the entire area to the agents satisfaction.
7. The tenant must ensure that the pool gate is kept closed at all times and ensure that there are no fixtures or objects placed in a position that would allow access the pool. The tenant does NOT have permission and agrees NOT to have a free standing swimming pool.
8. The tenant agrees that it is their responsibility to keep the pool in a well maintained safe condition. The pool must be clean and vacuumed, water balanced, pump filters cleaned, timers set (where fitted) and ensure that the level of the swimming pool water does not go below the skimmer box as this will cause the pump to burn out - cost of replacement pump will lay with the tenant. All pool equipment must be accounted for and securely stored. If it is noted that the pool is not being maintained, you will be issued a breach notice and will be required to urgently rectify the problem. Failure to comply with this can result in further costs to the tenant and a Notice To Leave. The tenant agrees to pay for any associated costs to restore the pool to its original condition, if caused from tenant neglect.
9. All maintenance is to be reported via the Maintenance Manager app, this is to be downloaded through the APP store (Maintenance Manager Tenant App).
10. The tenant agrees to keep the lawns mowed, garden beds free of weeds, water gardens as required to keep the plants alive and not to store equipment, boxes, rubbish in the yard. Grass clippings are to be removed from the property and not put in gardens or grassed areas.
11. The tenant acknowledges it is a requirement of the Residential Tenancies Act that rent must be paid on or before the due date at all times. Strict management procedures are adhered to and are as follows:
 1-7 days in arrears - reminder sms text message and email each day until rent is rectified.
 8 days in arrears - Notice To Remedy Breach Form 11 issued + sms text and email each day until rent is rectified.
 18 days in arrears - Notice To Leave Form 12 issued should breach not be rectified, sms text and email each day until rectified.
 If after vacating the premises there is money owed in excess of the bond amount, the tenants named on this General Tenancy Agreement will be given notice and listed with a National Tenancy Database as defaulting.
12. The tenant agrees that smoking is not permitted inside the property and agree to conduct all smoking OUTSIDE.
13. The tenant must provide two (2) weeks written notice to our office (on the required Form 13) of their intention to vacate. Verbal notice is not accepted. All keys and remote controls must be returned by 9am the day after vacate date. The agent will then attend to the final inspection within 3 days.
14. Should the tenant wish to 'break' this tenancy agreement they will be liable for reasonable costs that would normally be borne by the Lessor. These costs are: a leasing fee equal to one week rent + gst PLUS advertising costs of \$155. These are to be paid prior to advertising the property. You must continue to pay all rent due until a new tenant is secured in writing on a Tenancy Agreement.
15. Tenants must return the entry condition report to our office within 3 business days from start of this agreement. Failure to do this will result in the tenants comments not being accepted and the agents report becoming the true and accurate entry condition report for this tenancy.
16. The tenants (should they be liable) agree to pay for all water usage as invoiced to them by the agent.
17. The tenants agree it is their responsibility to take out contents insurance for all their belongings.
18. The tenants agree to have photographs taken during routine inspections so these can be sent to the Lessor.

J. AC.

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Special Terms *continued...*

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56 Electronic Signing

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

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General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008

Part 1 Tenancy details

Item 1

1.1 Lessor

Name/trading name MCFARLAND SUPER PTY LTD C/- LUCY COLE PROPERTY MANAGEMENT PTY LTD

Address

8 UPTON STREET

BUNDALL

QLD

Postcode 4217

1.2 Phone

Mobile

Email

0755533688

0423278178

jenny@lucycole.com.au

Item 2

2.1 Tenant/s

Tenant 1 Full name/s Andrew Charles

Phone 0478182524

Email andrewcharles373@yahoo.com

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 Lucy Cole Property Management Pty Ltd

Address

8 Upton Street

Bundall, QLD

Bundall

QLD

Postcode 4217

3.2 Phone

Mobile

Email

0755533688

0423278178

jenny@lucycole.com.au

Item 4

Notices may be given to

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

4.1 Lessor

Email Yes No

Facsimile Yes No

4.2 Tenant/s

Email Yes No andrewcharles373@yahoo.com

Facsimile Yes No

4.3 Agent

Email Yes No rentals@lucycole.com.au

Facsimile Yes No 0755533699

Item 5

5.1 Address of the rental premises

2/21 Brown street

LABRADOR

QLD

Postcode 4215

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

REFER TO FORM 1A ENTRY CONDITION REPORT PROVIDED

Item 6

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

6.2 Starting on ~~18 / 05 / 2022~~

6.3 Ending on ~~17 / 05 / 2023~~

3 / 5 / 23 JAC

1 / 6 / 22 JAC

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 \$ 410.00 per week fortnight month See clause 8(1)

Item 8 Rent must be paid on the SAME day of each 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)
DIRECT DEPOSIT, BANK CHEQUE OR MONEY ORDER PAYABLE TO LUCY COLE PROPERTY MANAGEMENT PTY LTD

Details for direct credit

BSB no. 484-799 Bank/building society/credit union SUNCORP
Account no. 085391865 Account name LUCY COLE PROPERTY MANAGMENT P/L
Payment reference 900037

Item 10 Place of rent payment Insert where the rent must be paid. See clause 8(4) to 8(6)
SUNCORP

Item 11 Rental bond amount \$ 1640.00 See clause 13

Item 12 12.1 The services supplied to the premises for which the tenant must pay See clause 16
Electricity Yes No Any other service that a tenant must pay Yes No
Gas Yes No Type WATER IF APPLICABLE, PAY TV, INTERNET See special terms (page 8)
Phone Yes No

12.2 Is the tenant to pay for water supplied to the premises See clause 17
 Yes No

Item 13 If the premises is not individually metered for a service under item 12.1, the apportionment of the cost of the service for which the tenant must pay. For example, insert the percentage of the total charge the tenant must pay. See clause 16(c)

Electricity N/A Any other service stated in item 12.1 N/A
Gas N/A See special terms (page 8)
Phone N/A

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

Electricity DIRECT TO SUPPLIER
Gas DIRECT TO SUPPLIER
Phone DIRECT TO SUPPLIER
Any other service stated in item 12.1 AS ACCOUNT HOLDER, DIRECT TO SUPPLIER
See special terms (page 8)

Item 15 Number of persons allowed to reside at the premises 1 See clause 23

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

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

Item 17 17.1 Pets approved Yes No See clause 24(1)

17.2 The types and number of pets that may be kept See clause 24(2)
Type N/A Cat Number 1 Number

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

Electrical repairs ASHCROFT ELECTRICAL(NICK) Phone 0410528805
Plumbing repairs GRID PLUMBING (DARREN) Phone 0433394429
Other LUCY COLE AFTER HOURS CONTACT Phone 0423278178

Part 2 Standard Terms

Division 1 Preliminary

1 Interpretation

In this agreement -

- a reference to **the premises** includes a reference to any inclusions for the premises stated in this agreement for item 5.2; and
- a reference to a numbered section is a reference to the section in the Act with that number; and
- a reference to a numbered item is a reference to the item with that number in part 1; and
- 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

- This part states, under the *Residential Tenancies and Rooming Accommodation Act 2008 (the Act)*, section 55, the standard terms of a general tenancy agreement.
- 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.
- The lessor and tenant may agree on other terms of this agreement (**special terms**).
- A duty or entitlement under the Act overrides a standard term or special term if the term is inconsistent with the duty or entitlement.
- A standard term overrides a special term if they are inconsistent.

Note - Some breaches of this agreement may also be an offence under the Act, for example, if -

- the lessor or the lessor's agent enters the premises in contravention of the rules of entry under sections 192 to 199; or
- the tenant does not sign and return the condition report to the lessor or the lessor's agent under section 65.

3 More than 1 lessor or tenant

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

Division 2 Period of tenancy

4 Start of tenancy

- The tenancy starts on the day stated in this agreement for item 6.2.
- 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

- The lessor must prepare, in the approved form, sign and give the tenant 1 copy of a condition report for the premises.
- The copy must be given to the tenant on or before the day the tenant occupies the premises under this agreement.
- 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 -
 - the day the tenant is entitled to occupy the premises;
 - 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.

- 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

- This clause applies if -
 - this agreement is a fixed term agreement; and
 - none of the following notices are given, or agreements or applications made before the day the term ends (the **end day**) -
 - a notice to leave;
 - a notice of intention to leave;
 - an abandonment termination notice;
 - a notice, agreement or application relating to the death of a sole tenant under section 277(7);
 - a written agreement between the lessor and tenant to end the agreement.
- 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

- This clause applies if -
 - this agreement is a fixed term agreement; and
 - the tenant terminates it before the term ends in a way not permitted under the Act.
- 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

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

- The rent must be paid at the place stated in this agreement for item 10.
- 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.
- 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 -

- for a periodic agreement - 2 weeks rent; or
- 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

2-96



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 -

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

19 Vacant possession and quiet enjoyment - ss 182 and 183

- (1) The lessor must ensure the tenant has vacant possession of the premises (other than a part of the premises that the tenant does not have a right to occupy exclusively) on the day the tenant is entitled to occupy the premises under this agreement.

Editor's note - Parts of the premises where the tenant does not have a right to occupy exclusively may be identified in a special term.

- (2) The lessor must take reasonable steps to ensure the tenant has quiet enjoyment of the premises.
- (3) The lessor or the lessor's agent must not interfere with the reasonable peace, comfort or privacy of the tenant in using the premises.

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

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

Note - See the information statement for details.

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

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

22 Units and townhouses - s 69

- (1) The lessor must give the tenant a copy of any body corporate by-laws under the *Body Corporate and Community Management Act 1997* or *Building Units and Group Titles Act 1980* applicable to -
- (a) the occupation of the premises; or
 - (b) any common area available for use by the tenant with the premises.
- (2) The tenant must comply with the by-laws.

23 Number of occupants allowed

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

24 Pets

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

Subdivision 2 Standard of premises

25 Lessor's obligations - s 185

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

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

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

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

- (1) The tenant must keep the premises clean, having regard to their condition at the start of the tenancy.
- (2) The tenant must not maliciously damage, or allow someone else to maliciously damage, the premises.

Subdivision 3 The dwelling

27 Fixtures or structural changes - ss 207-209

- (1) The tenant may attach a fixture, or make a structural change, to the premises only if the lessor agrees to the fixture's attachment or the structural change.
- Note* - Fixtures are generally items permanently attached to land or to a building that are intended to become part of the land or building. An attachment may include, for example, something glued, nailed or screwed to a wall.
- (2) The lessor's agreement must be written, describe the nature of the fixture or change and include any terms of the agreement.

Examples of terms -

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

28 Supply of locks and keys - s 210

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

29 Changing locks - ss 211 and 212

- (1) The lessor or the tenant may change locks if -
- (a) both agree to the change; or
 - (b) there is a tribunal order permitting the change; or
 - (c) there is a reasonable excuse for making the change.
- Example of a reasonable excuse -*
an emergency requiring the lock to be changed quickly
- (2) The lessor or tenant must not act unreasonably in failing to agree to the change of a lock.
- (3) If a lock is changed, the party changing it must give the other party a key for the changed lock unless -
- (a) a tribunal orders that a key not be given; or
 - (b) the other party agrees to not being given a key.

Subdivision 4 Damage and repairs

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

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

31 Nominated repairer for emergency repairs - s 216

- (1) The lessor's nominated repairer for emergency repairs of a particular type may be stated either -
- (a) in this agreement for item 18; or
 - (b) in a notice given by the lessor to the tenant.
- (2) The nominated repairer is the tenant's first point of contact for notifying the need for emergency repairs.

32 Notice of damage - s 217

- (1) If the tenant knows the premises have been damaged, the tenant must give notice as soon as practicable of the damage.
- (2) If the premises need routine repairs, the notice must be given to the lessor.
- (3) If the premises need emergency repairs, the notice must be given to -
- (a) the nominated repairer for the repairs; or
 - (b) if there is no nominated repairer for the repairs or the repairer can not be contacted - the lessor.

33 Emergency repairs arranged by tenant - ss 218 and 219

- (1) The tenant may arrange for a suitably qualified person to make emergency repairs or apply to the tribunal under section 221 for orders about the repairs if -
- (a) the tenant has been unable to notify the lessor or nominated repairer of the need for emergency repairs of the premises; or
 - (b) the repairs are not made within a reasonable time after notice is given.
- (2) The maximum amount that may be incurred for emergency repairs arranged to be made by the tenant is an amount equal to the amount payable under this agreement for 2 weeks rent.
- Note - For how the tenant may require reimbursement for the repairs, see sections 219(2) and (3) and 220 and the information statement.*

Division 7 Restrictions on transfer or subletting by tenant

34 General - ss 238 and 240

- (1) Subject to clause 35, the tenant may transfer all or a part of the tenant's interest under this agreement, or sublet the premises, only if the lessor agrees in writing or if the transfer or subletting is made under a tribunal order.
- (2) The lessor must act reasonably in failing to agree to the transfer or subletting.
- (3) The lessor is taken to act unreasonably in failing to agree to the transfer or subletting if the lessor acts in a capricious or retaliatory way.
- (4) The lessor or the lessor's agent must not require the tenant to pay, or accept from the tenant, an amount for the lessor's agreement to a transfer or subletting by the tenant, other than an amount for the reasonable expenses incurred by the lessor in agreeing to the transfer or subletting.

35 State assisted lessors or employees of lessor - s 237

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

Division 8 When agreement ends

36 Ending of agreement - s 277

- (1) This agreement ends only if -
- (a) the tenant and the lessor agree in writing; or

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

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

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

Note - See the information statement for details.

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

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

Examples of what may be fair wear and tear -

- wear that happens during normal use
- changes that happen with ageing

38 Keys

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

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

- (1) When handing over possession of the premises, the tenant must, if the lessor or the lessor's agent asks the tenant in writing to state the tenant's new residential address, tell the lessor or the agent the tenant's new residential address.
- (2) However, subclause (1) does not apply if the tenant has a reasonable excuse for not telling the lessor or agent the new address.

40 Exit condition report - s 66

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

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

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

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

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

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

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

Division 9 Miscellaneous

42 Supply of goods and services - s 171

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

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

43 Lessor's agent

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

44 Notices

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

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

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

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

PLEASE REFER TO ANNEXURE 'A' ATTACHED HERETO AND FORMING PART OF THIS AGREEMENT.

Names of Approved Occupants:

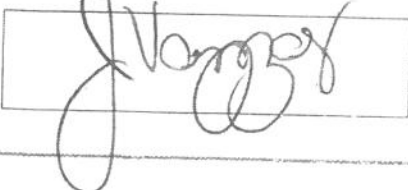
The tenant/s must receive a copy of the information statement (Form 17a) and a copy of any applicable by-laws if copies have not previously been given to the tenant/s. **Do not send to the RTA - give this form to the tenant/s. keep a copy for your records.**

Signature of lessor/agent

Name/trading name

LUCY COLE PROPERTY MANAGEMENT PTY LTD

Signature



Date

16/5/22

Signature of tenant 1

Print name

Andrew Charles

Signature



Date

16/5/22

Signature of tenant 2

Print name

Signature

Date

/ /

Signature of tenant 3

Print name

Signature

Date

/ /

Special Terms

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

45 Occupation and use of premises

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

46 Subletting via online home sharing platforms

The use of online home sharing platforms, such as AirBnB, which grant exclusive possession of the property, or any part thereof, to guests, shall be deemed to be subletting of the property and require compliance with clause 34.

47 Care of the premises by the tenant

(1) During the tenancy, the tenant must-

- (a) not do anything that might block any plumbing or drains on the premises;
- (b) keep all rubbish in the bin provided by the local authority in an area designated by the lessor or as the local authority may require;
- (c) put the bin out for collection on the appropriate day for collection and return the bin to its designated place after the rubbish has been collected;
- (d) maintain the lawns and gardens at the premises having regard to their condition at the commencement of the tenancy, including mowing the lawns, weeding the gardens and watering the lawns and gardens (subject to council water restrictions);
- (e) keep the premises free from pests and vermin;
- (f) keep the walls, floors, doors and ceilings of the premises free of nails, screws or adhesive substances, unless otherwise agreed to by the lessor in accordance with clause 27;
- (g) not intentionally or negligently damage the premises and inclusions;
- (h) only hang clothing and other articles outside the premises in areas designated by the lessor or the lessor's agent;
- (i) keep the swimming pool, filter and spa equipment (if any) clean and at the correct chemical levels having regard to their condition at the start of the tenancy;
- (j) not interfere with nor make non-operational any facility that may be provided with the premises (eg. smoke alarms, fire extinguishers, garden sprinkler systems, hoses etc).
- (k) where the lessor has consented to animals being kept at the premises, the tenant must ensure all animals are kept in accordance with relevant local laws, state laws and federal laws including but not limited to, the *Animal Management (Cats & Dogs) Act 2008* and the *Animal Care and Protection Act 2001* where applicable.

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

- (a) if the carpets were cleaned to a certain standard at the start of the tenancy, the tenant must ensure the carpets are cleaned to the same standard, fair wear and tear excepted, at the end of the tenancy;
- (b) if the property was free of pests at the start of the tenancy, the tenant must ensure the property meets the same standard at the end of the tenancy;
- (c) repairing the tenant's intentional or negligent damage to the premises or inclusions;
- (d) returning the swimming pool, filter and spa equipment (if any) to a clean condition with correct chemical levels having regard to their condition at the start of the tenancy;
- (e) removing rubbish;
- (f) replacing inclusions damaged during the tenancy having regard to their condition at the start of the tenancy, fair wear and tear excepted;
- (g) mowing lawns, weeding gardens having regard to their condition at the start of the tenancy;
- (h) 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.

48 Photographs of the property during an inspection

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

49 Locks and keys and remote controls

- (1) The lessor may claim from the tenant costs incurred by the lessor as a result of the tenant losing any key, access keycard or remote control relating to the premises which has been provided to the tenant (by the lessor, a body corporate or other person), including costs in connection with:
 - (a) replacing the key, access keycard or remote control; and
 - (b) gaining access to the premises.
- (2) The tenant acknowledges that the lessor's agent may retain a duplicate set of keys.
- (3) The tenant must return all keys, access keycards and/or any remote controls to the lessor or the lessor's agent at the end of the tenancy.

50 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

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(b) the reasonable costs (including advertising costs) of re-letting and attempting to re-let the premises. (Sections 173(2) ar 420).

51 Liability excluded

The tenant shall be liable for and shall indemnify and defend the lessor or the lessor's agent, its directors, officers, employees, ar 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 ar approved occupant;

as a direct or indirect result of the tenant's negligent acts or omissions or breach of this agreement or obligations under the Act.

52 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 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 A

53 Tenant's insurance

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

54 Smoke alarm obligations

The tenant must-

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

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

In the event that the tenant/s engages a contractor/tradesperson (as listed in Item 18) to meet the tenant/s obligations listed under this 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.

55 Portable pool obligations

(1) The tenant must-

- (a) Obtain the lessor's consent for a portable pool at the premises of a depth of 300mm or greater;
- (b) Where consent is to be provided by the lessor to the tenant for the use of a portable pool at the premises of a depth of 300mm or greater, provide the lessor and/or the agent with details of the type and description of the proposed portable pool.
- (2) Where consent is provided by the lessor to the tenant for the use of a portable pool at the premises of a depth of 300mm or greater, the tenant agrees to:
 - (a) Maintain and repair the portable pool at the tenant's own expense;
 - (b) In accordance with the *Building Act 1975* obtain, maintain and renew a Pool Safety Certificate for a regulated pool, which includes a requirement for a compliant pool fence and, provide a copy of the Pool Safety Certificate to the lessor and/or agent;
 - (c) Where a compliant pool fence is required for a regulated pool, obtain the lessor's consent regarding a proposed fence in accordance with clause 27 of the standard terms;
 - (d) In circumstances where consent is provided to the tenant by the lessor in accordance with clause 27 of the standard terms, construct and maintain the fence as required by the *Building Act 1975*, at the tenant's own expense.
- (3) In accordance with clause 55(1) and 55(2), where consent is provided by the lessor to the tenant for a portable pool of a depth of 300mm or greater and/or as prescribed by the *Building Act 1975*, the tenant hereby agrees to indemnify and hold harmless the lessor and agent for any loss, claim, suit or demand, brought, caused or contributed to, directly or indirectly, by the portabl pool.

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Special Terms *continued...*

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56 Electronic Signing

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

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Annexure A

1. The tenant must not grant a licence or part thereof via AirBnB or a third party with occupation of the premises or part of the premises to provide accommodation for a fee or other benefit. Should the tenant breach this clause it is grounds for a Notice To Leave.
2. NO pets are allowed on the property at any time unless you have written consent from the Lessor or Agent. The tenant agrees that should the lessor and our office approve a pet to be kept on the premises, this will be put in writing and signed by all parties. Failure to do this will constitute a breach of agreement. Should the tenant have a pet, they are required upon vacating to have a professional flea fumigation done inside and out and receipt of same provided to the agent with the return of keys.
3. No one is permitted to move into the property unless the Property Manager has approved the applicant.
4. Cars, Motorbikes, boats, trailers and vans are only to be parked in the designated approved areas - NOT ON ANY GRASSED AREAS. It is prohibited to park on the front lawn areas, body corporate common areas, nature strips or other lawn areas. Oil stains on driveways are the tenant's responsibility to clean and remove. Unregistered vehicles are not to be kept at the property unless they are properly garaged.
5. Upon vacating the property, please keep in mind (should there be carpets in the property) that the carpets have been shampooed prior to your occupation and the carpets are to be left in the same condition as when you moved in giving consideration to fair wear and tear.
6. The tenant agrees that no nails, screws, hooks, blue tack, sticky tape or tacks are to be fixed to the walls, wardrobes or ceilings without the written permission of the agent. Should this occur without permission the tenants will be responsible for rectifying the damaged areas by patching, painting and cleaning the entire area to the agent's satisfaction.
7. The tenant must ensure that the pool gate is kept closed at all times and ensure that there are no fixtures or objects placed in a position that would allow access to the pool. The tenant does NOT have permission and agrees NOT to have a free standing swimming pool.
8. The tenant agrees that it is their responsibility to keep the pool in a well maintained safe condition. The pool must be clean and vacuumed, water balanced, pump filters cleaned, timers set (where fitted) and ensure that the level of the swimming pool water does not go below the skimmer box as this will cause the pump to burn out - cost of replacement pump will lay with the tenant. All pool equipment must be accounted for and securely stored. If it is noted that the pool is not being maintained, you will be issued a breach notice and will be required to urgently rectify the problem. Failure to comply with this can result in further costs to the tenant and a Notice To Leave. The tenant agrees to pay for any associated costs to restore the pool to its original condition, if caused from tenant neglect.
9. All maintenance is to be reported via email to the agent or Property Me login.
10. The tenant agrees to keep the lawns mowed, garden beds free of weeds, water gardens as required to keep the plants alive and not to store equipment, boxes, rubbish in the yard. Grass clippings are to be removed from the property and not put in gardens or grassed areas.
11. The tenant acknowledges it is a requirement of the Residential Tenancies Act that rent must be paid on or before the due date at all times. Strict management procedures are adhered to and are as follows:
 - 1-7 days in arrears - reminder sms text message and email each day until rent is rectified.
 - 8 days in arrears - Notice To Remedy Breach Form 11 issued + sms text and email each day until rent is rectified.
 - 18 days in arrears - Notice To Leave Form 12 issued should breach not be rectified, sms text and email each day until rectified.If after vacating the premises there is money owed in excess of the bond amount, the tenants named on this General Tenancy Agreement will be given notice and listed with a National Tenancy Database as defaulting.
12. The tenant agrees that smoking is not permitted inside the property and agree to conduct all smoking OUTSIDE.
13. The tenant must provide two (2) weeks written notice to our office (on the required Form 13) of their intention to vacate. Verbal notice is not accepted. All keys and remote controls must be returned by 9am the day after vacate date. The agent will then attend to the final inspection within 3 days.
14. Should the tenant wish to 'break' this tenancy agreement they will be liable for reasonable costs that would normally be borne by the Lessor. These costs are: a leasing fee equal to one week rent + gst PLUS advertising costs of \$155. These are to be paid prior to advertising the property. You must continue to pay all rent due until a new tenant is secured in writing on a Tenancy Agreement.
15. Tenants must return the entry condition report to our office within 3 business days from start of this agreement. Failure to do this will result in the tenants' comments not being accepted and the agent's report becoming the true and accurate entry condition report for this tenancy.
16. The tenants (should they be liable) agree to pay for all water usage as invoiced to them by the agent.
17. The tenants agree it is their responsibility to take out contents insurance for all their belongings.
18. The tenants agree to have photographs taken during routine inspections so these can be sent to the Lessor.

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