

Wrap Tax Statement

Financial Year ended 30/06/2023

Account details

Client number	315820
Product	Wealth Accelerator Plus
Account number	WRAP079974
Account name	Rancic Super Pty Ltd
Address	2 16 Jannie Court Labrador QLD 4215
Entity type	Self-Managed Superannuation Fund



Netwealth have the ability to produce your Wrap Tax Statement in a format relevant for an Individual, a Self-Managed Superannuation Fund, Trust or a Company.

If you would like to change your entity type **please contact Netwealth.**

Contact details

Netwealth Investments Limited	Netwealth details
PO Box 336	Freecall 1800 888 223 (within Australia)
South Melbourne VIC 3205	Email contact@netwealth.com.au

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Please read the "Netwealth Wrap Service Tax Statement Guide" where the information contained in this statement is further explained. The Guide can be found online at Forms & Research > Forms & Disclosure Documents > Wealth Accelerator.

This statement was produced on 31/07/2023

Wrap Tax Statement

Financial Year ended 30/06/2023

Summary of taxable income

	Schedule	Section	Amount \$	Total \$	Tax return reference
Interest					
Interest	1		36.18	36.18	11C
TFN amounts withheld from interest	1		0.00 ^a		
Dividends					
Unfranked	2	2	0.00		11J
Franked	2	2	0.00	0.00	11K
Franking credit	2	2	0.00 ^b	0.00	11L
TFN amounts withheld from dividends	2	2	0.00 ^a		
Trust income (non-primary production)					
Franked (including franking credits)	2	1	0.00 ^c		
Other Australian income	2	1	0.00 ^c	0.00 ^c	11M
Franking credits	2	1	0.00 ^b		
Exploration credits	2	1	0.00	0.00	13E4
ESVC Ltd Partnership Offset	2	1	0.00		D1
ESI Current Yr Tax Offset	2	1	0.00		D3
TFN amounts withheld from distributions	2	1	0.00 ^a		
Foreign source income					
Foreign source income (including foreign tax offsets)	4		0.00	0.00	11D & 11D1
Foreign tax offsets	4		0.00	0.00	13C1
Australian franking credits from New Zealand company	4		0.00	0.00	11E
TFN amounts withheld from foreign source dividends	4		0.00 ^a		
Other income and deductions					
Deductible expenses	5		79.87 ^d		
Disposal of traditional securities and foreign currencies - Losses	6	1	0.00 ^d	79.87 ^d	12L
Disposal of traditional securities and foreign currencies - Gains	6	1	0.00 ^e		
Other Income	2	3	0.00 ^e	0.00 ^e	11S
Total franking credits				0.00 ^b	13E1
Total TFN amounts withheld				0.00 ^a	13H3

(A)

(B)

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Wrap Tax Statement

Financial Year ended 30/06/2023



Summary of taxable income

a b c d e f indicates amounts are totalled and applied to the corresponding tax return reference.

Amount \$ Total \$ Tax return reference

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Wrap Tax Statement

Financial Year ended 30/06/2023



Summary of capital gains

	Schedule	Section	Non-discounted gains \$	Discounted gains \$	Total \$	Tax return reference
Realised capital gains						
Capital gains on sales	6	2	0.00	0.00		
Capital gains without sale	6	4	0.00	0.00		
			0.00	0.00		
Distributions						
TARP [^] capital gains	3		0.00	0.00		
NTARP* capital gains	3		0.00	0.00		
Foreign capital gains	3		0.00	0.00		
Gross up amount			0.00	0.00		
			0.00	0.00		
Total capital gains						
			0.00	0.00	0.00	
Capital losses applied						
			0.00	0.00	0.00	
Discount applied						
			0.00	0.00	0.00	
Net capital gains						
					0.00	11A
Total capital losses						
	6	2			0.00	
Capital losses applied						
			0.00	0.00	0.00	
Unused capital losses						
					0.00	14V

[^]TARP - refers to taxable Australian real property.

*NTARP - refers to non-taxable Australian real property.

The information above relates to both:

- Distributed capital gains paid to you as income, as detailed in schedule 3 of this statement, and
- Realised capital gains and losses triggered by assets you sold, as detailed in schedule 6 of this statement.

Netwealth provides this data to the ATO to be used to pre-fill your annual tax information. Please check ATO data carefully and update it if there are discrepancies between the above and pre-filled data.

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Wrap Tax Statement

Financial Year ended 30/06/2023



Schedule 1 - Interest

Asset	Effective date	Interest \$	No TFN withholding tax \$	Non-resident withholding tax \$	Net amount received \$
Netwealth Cash Account					
Cash Account	31/05/2023	32.17	0.00	0.00	32.17
Cash Account	30/06/2023	4.01	0.00	0.00	4.01
Subtotal		36.18	0.00	0.00	36.18
Total interest		36.18	0.00	0.00	36.18

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Financial Year ended 30/06/2023



Schedule 2 - Distributions and dividends

Asset code	Record date	Receipt date	Franked \$	Unfranked / other \$	Non assessable \$	Cost base reductions \$	Capital gains \$	Foreign income \$	Total \$	Franking credits \$	AMIT		No TFN withholding tax \$	Non-resident withholding tax \$
											cost base decrease/ (increase) \$	Tax Offsets and Credits \$		

Section 1 - Managed Fund and Trust Distributions

No transactions are recorded during this financial year period.

Section 2 - Dividends

No transactions are recorded during this financial year period.

Section 3 - Investment Related Income

No transactions are recorded during this financial year period.

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Wrap Tax Statement

Financial Year ended 30/06/2023



Schedule 3 - Capital gains distributions from a trust

Asset	Record date	Receipt date	Discounted capital gains TARP \$	Discounted capital gains NTARP \$	Concessional capital gains \$	Other capital gains TARP \$	Other capital gains NTARP \$	Discounted foreign capital gains \$	Other foreign capital gains \$	Total \$
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No transactions are recorded during this financial year period.

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Wrap Tax Statement

Financial Year ended 30/06/2023



Schedule 4 - Foreign source income

Asset	Record date	Receipt date	Foreign income \$	Foreign capital gains income \$	Foreign tax offset \$	Aust franking credits from NZ company \$	No TFN withholding tax \$	Non-resident withholding tax \$
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Section 1 - Managed Fund and Trust Distributions

No transactions are recorded during this financial year period.

Section 2 - Dividends

No transactions are recorded during this financial year period.

Summary of foreign source income

	Foreign income \$	Foreign tax offset \$	Gross foreign source income \$
Managed fund and trust distributions	0.00	0.00	0.00
Dividends	0.00	0.00	0.00
Total	0.00	0.00	0.00

There is a limit to the quantum of foreign income tax offsets that may be claimed, including instances where a foreign tax offset relates to a discounted capital gain. Please seek independent tax advice.

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Wrap Tax Statement

Financial Year ended 30/06/2023



Schedule 5 - Deductions and expenses Expense

	Effective date	Deductible \$	Non-deductible \$	Total \$
Administration Fees				
Administration Fees	30/06/2023	45.21	0.00	45.21
Administration Fees	31/05/2023	34.66	0.00	34.66
Subtotal		79.87	0.00	79.87
Total deductions and expenses		79.87	0.00	79.87

The Netwealth Wrap Service is registered as a GST entity with the ATO. Accordingly, where fees are charged to your account (e.g. advice fee, administration fees, etc) Netwealth as operator of the Netwealth Wrap Service will claim a GST reduced input tax credit (RITC). This will effectively reduce the fee charged to your account by the amount of the RITC. Because of this you cannot claim any GST input tax credits or RITCs in respect of advice, administration or any other fees charged to your account in the Wrap service. This is irrespective of whether you are registered for GST in your own right.

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Wrap Tax Statement

Financial Year ended 30/06/2023



Schedule 6 - Realised gains/losses

Asset	Units	Acquisition date	Disposal date	Cost base \$	Additional costs \$	Cost base reduction \$	AMIT cost base decrease/ (increase) \$	Adjusted cost \$	Indexed cost base \$	Proceeds \$	Capital gain/(loss) \$	Income / (deduction) \$	Method	Summary of realised gains/losses	
														Non-discounted gains \$	Discounted gains \$
Section 1 - Income gains/losses															
No transactions are recorded during this financial year period.															
Section 2 - Realised capital gains/losses															
No transactions are recorded during this financial year period.															
Section 3 - Non-assessable gains/losses															
No transactions are recorded during this financial year period.															
Section 4 - Capital gains events without a sale															
No transactions are recorded during this financial year period.															
Summary of realised gains/losses															
Capital gains/(losses) on sales										0.00	0.00			0.00	
Capital gains without a sale										0.00	0.00			0.00	
Total capital gains/(losses)										0.00	0.00			0.00	
Capital losses applied										0.00	0.00			0.00	
Remaining capital gains										0.00	0.00			0.00	
Discount applied											0.00				
Net capital losses carried forward														0.00	

Where investments have been transferred into your Wrap Service account, the accuracy of the realised gains/losses information above is reliant on cost base information provided to Netwealth

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Wrap Tax Statement

Financial Year ended 30/06/2023



Schedule 7 - Unrealised gains/losses

Asset	Units	Acquisition date	Cost base \$	Additional costs \$	Cost base reduction \$	AMIT cost base decrease/ (increase) \$	Adjusted cost \$	Market Value \$	Unrealised capital gain / (loss) \$	Income / (deduction) \$	Method
Section 1 - Unrealised income gains/losses											
No transactions are recorded during this financial year period.											
Section 2 - Unrealised capital gains/losses											
BHP Group Limited											
BHP	1122	12/05/2023	48,492.84	60.62	0.00	0.00	48,553.46	50,478.78	1,925.32	0.00	Non-Discout
Subtotal			48,492.84	60.62	0.00	0.00	48,553.46	50,478.78	1,925.32	0.00	
Total unrealised capital gains/losses											
			48,492.84	60.62	0.00	0.00	48,553.46	50,478.78	1,925.32	0.00	

Section 3 - Non-assessable gains/losses

No transactions are recorded during this financial year period.

Summary of unrealised gains/losses

	Non-discouted gains \$	Discounted gains \$	Losses \$
Capital gains/(losses) on sales	1,925.32	0.00	0.00
Capital losses applied	0.00	0.00	0.00
Remaining capital gains	1,925.32	0.00	
Discount applied		0.00	
Unused capital losses			0.00

Wrap Tax Statement

Financial Year ended 30/06/2023



Portfolio valuation as at 30 June 2023

Asset code	Asset name	Units	Price \$	Value \$
Netwealth Cash Account				
Asset				1,402.85
BHP	BHP Group Limited	1,122.0000	44.990000	50,478.78
Subtotal				50,478.78
Income receivable				
Subtotal				0.00

Portfolio valuation as at 30 June 2023

51,881.63

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Your account balance as at 30 June 2023*

\$51,881.63

19 September 2023

Rancic Super Pty Ltd
2 16 Jannie Court
LABRADOR QLD 4215

Netwealth Investments Ltd
ABN 85 090 569 109
AFSL 230975
PO Box 336
South Melbourne VIC 3205

Wealth Accelerator

Annual Statement - 30 June 2023

This document represents your annual statement for the financial year ended 30 June 2023. The information in this document reflects all information relating to your account that was available to Netwealth at the time this communication was produced. We encourage you to read this document carefully as it contains important information about your account.

Account Snapshot

Opening balance as at 01 July 2022	\$0.00
Deposits / Asset Transfers	\$50,000.00
Net Income (Income - Expenses)	-\$104.31
Change in value of investments	\$1,985.94
Withdrawals	\$0.00
Taxes	\$0.00
Insurance Premiums	\$0.00
Miscellaneous	\$0.00
Closing Portfolio Value	\$51,881.63

Your Details

Client name

Rancic Super Pty Ltd

Client number

315820

Account number

WRAP079974



Download the Netwealth mobile app

Interact and review your Netwealth super and investments on the go from your Apple or Android device.

You can view your portfolio, its performance, and more including:

- Monitor account balances for linked super and investment accounts
- Review investments and their performance
- View detailed investment listing, including holding information
- Access securely with a 4-digit PIN and/or Touch ID.

For more information

- 1800 888 223
- contact@netwealth.com.au
- netwealth.com.au

About your Annual Statement

Annual Statement Contents

This document contains:

- Investment Account Statement (not inclusive of off platform assets)
- Cash Account Transaction Summary
- Cash Account Transaction Listing
- Insurance Cover Summary (if applicable)
- Independent audit report prepared by Deloitte Touche Tohmatsu

This Annual Statement is in addition to your Wealth Accelerator Taxation Statement, which most investors will have already received.

Netwealth issues Wealth Accelerator Taxation Statements to investors on a progressive basis, as and when all income received during the financial year for all of their assets has been reconciled and finalised.

It is anticipated that all Wealth Accelerator Taxation Statements will be issued by 31 October 2023.

If you contribute to your account via the Regular Savings Plan or reinvest your net income, you may not have the latest Disclosure Documents relating to your investments. These documents are available online at www.netwealth.com.au or by contacting Netwealth on 1800 888 223.

Should you have any queries regarding this report, please contact Netwealth Investor Services team on 1800 888 223 or your financial adviser.

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Rancic Super Pty Ltd
Account Number: WRAP079974
Wealth Accelerator



Investment Account Statement at 30 June 2023

Investment Name	Code	Units	Value
Cash Account			\$1,402.85
BHP Group Limited	BHP	1,122.00	\$50,478.78
Total value of cash and investments			\$51,881.63

Income Receivable as at 30 June 2023

Total income receivable	\$0.00
Total account value	\$51,881.63

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Rancic Super Pty Ltd
Account Number: WRAP079974
Wealth Accelerator



Cash Account Transaction Summary from 01 July 2022 to 30 June 2023

Opening Balance	\$0.00
Increases:	
Cash Account Interest	\$36.18
Investment	\$50,000.00
Decreases:	
Administration Fees	\$79.87
Asset Purchase	\$48,492.84
Brokerage Fee	\$60.62
Closing Balance	\$1,402.85

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Rancic Super Pty Ltd
Account Number: WRAP079974
Wealth Accelerator



Cash Account Transaction Listing from 01 July 2022 to 30 June 2023

Date	Transaction Description	Units	Amount	Balance
	Cash at start of period			\$0.00
09/05/2023	Investment		\$50,000.00	\$50,000.00
12/05/2023	Asset Purchase - BHP Group Limited	1,122.00	-\$48,492.84	\$1,507.16
16/05/2023	Brokerage Fee - BHP Group Limited		-\$60.62	\$1,446.54
31/05/2023	Administration Fees		-\$34.66	\$1,411.88
31/05/2023	Cash Account Interest - Cash Account		\$32.17	\$1,444.05
30/06/2023	Administration Fees		-\$45.21	\$1,398.84
30/06/2023	Cash Account Interest - Cash Account		\$4.01	\$1,402.85
	Cash at end of period			\$1,402.85

Disclaimer

Whilst reasonable care has been taken in preparation of this statement using sources believed to be reliable and accurate, to the maximum extent permitted by law, Netwealth Investments Limited and its related parties, employees and directors are not responsible for, and will not accept liability in connection with, any loss or damage suffered by any person arising from reliance on this information. Where this report contains any taxation related information, that information is based on present taxation laws which are subject to change. Netwealth is not a registered tax (financial) adviser under the Tax Agent Services Act 2009 and if you intend to rely on the information to satisfy liabilities or obligations or claim entitlements that arise, or could arise, under a taxation law, you should request advice from a registered tax agent or a registered tax (financial) adviser.

Unit Pricing

Netwealth Global Specialist Series Funds:

The prices displayed are the ex-distribution* prices as at the end of the reporting period as calculated by Netwealth.

Managed Funds:

The prices displayed have been sourced from Morningstar Research Pty Ltd (ABN 83 062 096 342) or directly from fund managers. The prices displayed are the latest unit prices available as at the end of the reporting period. Where a managed fund has distributed income, the prices displayed are ex-distribution.

ASX Listed Securities:

The prices displayed are the closing prices from the last trading day as at the end of the reporting period.

International Securities:

The prices displayed are the Australian dollar value of the closing prices from the last day of trading as at the end of the reporting period. The prices have been sourced from Refinitiv.

Please Note

Please consult your financial adviser if you require further clarification. This report should not be used for tax purposes.

* Where managed funds paid distributions to investors for the period ending 30 June 2023, the ex-distribution prices have been used to value those managed funds in your Investment Account Statement. The ex-distribution prices reflect the value of your managed fund holdings excluding the amount of distributions you received. Your entitlement to any distribution amounts for the period ending 30 June 2023 are displayed as 'income receivable' in your Investment Account Statement.

Independent Reasonable Assurance Report to the Board of Directors of Netwealth Investments Limited

We have undertaken a reasonable assurance engagement relating to the internal controls and other relevant accounting procedures of Netwealth Investments Limited ("the Operator" and "the Custodian"), including those over any other relevant person acting on behalf of the Operator, relating to the preparation of annual investor statements given to the clients of Netwealth Wrap Service (the "Service") for the year ended 30 June 2023. These internal controls and accounting procedures are hereafter referred to as the "internal controls".

The Directors' Responsibility for the Internal Controls

The directors of the Operator are responsible for establishing and maintaining an effective internal control structure including the internal controls in relation to the preparation of the annual investor statements of the clients, which comprise, for each client, a statement of the quantity and value of assets and liabilities held through the Service as at 30 June 2023 and the corresponding revenue and expenses of the client for the year ended on that date to ensure that it operates in accordance with the Australian Securities & Investments Commission Class Order 13/763 "Investor directed portfolio services" (as amended) (the "Class Order").

Assurance Practitioner's Independence and Quality Control

We have complied with the independence and other relevant ethical requirements relating to assurance engagements, which are founded on fundamental principles of integrity, objectivity, professional competence and due care, confidentiality and professional behaviour.

The firm applies Auditing Standard ASQC 1 *Quality Control for Firms that Perform Audits and Reviews of Financial Reports and Other Financial Information, Other Assurance Engagements and Related Services Engagements*, and accordingly maintains a comprehensive system of quality control including documented policies and procedures regarding compliance with ethical requirements, professional standards and applicable legal and regulatory requirements.

Assurance Practitioner's Responsibility

Our responsibility is to express a reasonable assurance conclusion on the internal controls based on the procedures we have performed and the evidence we have obtained. We conducted our reasonable assurance engagement in accordance with Australian Standard on Assurance Engagements ASAE 3000 *Assurance Engagements Other than Audits or Reviews of Historical Financial Information*, issued by the Australian Auditing and Assurance Standards Board in order to express a conclusion whether, in all material respects:

- the Operator maintained internal controls, including those of any other relevant person acting on behalf of the Operator, in relation to the preparation of annual investor statements that were suitably designed and operated effectively to ensure that the annual investor statements for the year ended 30 June 2023 are or have been given to clients without material misstatements; and
- the aggregates of assets (other than assets held by a client), liabilities, revenue and expenses shown in the clients' annual investor statements for the year ended 30 June 2023 have been properly reconciled by the Operator to the corresponding amounts shown in custody reports which have been independently audited as at 30 June 2023.

That standard requires that we plan and perform this engagement to obtain reasonable assurance about whether, in all material respects, the internal controls are suitably designed and operated effectively throughout the period.

A reasonable assurance engagement in accordance with ASAE 3000 involves performing procedures to obtain evidence about the internal controls. The nature, timing and extent of procedures selected depend on the assurance practitioner's professional judgement, including the assessment of the risks that the internal controls are not suitably designed or did not operate effectively throughout the period. Our procedures included such tests and procedures as we considered necessary in the circumstances to obtain evidence about the design and operation of internal controls as they relate to the preparation of the annual investor statements. These procedures also included testing that the aggregates of assets (other than assets held by a client), liabilities, revenue and expenses shown collectively in the annual investor statements were properly reconciled.

We believe that the evidence we have obtained is sufficient and appropriate to provide a basis for our conclusion.

Inherent limitations

Because of the inherent limitations in any internal control structure, it is possible that fraud, error or non-compliance may occur and not be detected. A reasonable assurance engagement is not designed to detect all weaknesses in control procedures as it is not performed continuously throughout the period and the tests performed are on a sample basis. Any projection of the evaluation of control procedures to future periods is subject to the risk that the procedures may become inadequate because of changes in conditions, or that the degree of compliance with them may deteriorate.

Conclusion

In our opinion, in all material respects:

- the Operator maintained internal controls, including those of any other relevant person acting on behalf of the Operator, in relation to the preparation of annual investor statements, that were suitably designed and operated effectively to ensure that the annual investor statements for the year ended 30 June 2023 are or have been given to clients of the Service without material misstatements; and
- the aggregates of assets (other than assets held by a client), liabilities, revenue and expenses shown in the clients' annual investor statements for the year ended 30 June 2023 have been properly reconciled by the Operator to the corresponding amounts shown in custody reports which have been independently audited as at 30 June 2023.

Basis of Preparation

Without modifying our conclusion, we draw attention to the "Directors' Responsibility for the Internal Controls" paragraph above which states that the Operator is responsible for ensuring it operates the Service in accordance with the Class Order. This report has been prepared to assist Netwealth Investments Limited in meeting their obligations under the Class Order. As a result, this report may not be suitable for another purpose.



DELOITTE TOUCHE TOHMATSU



Fiona O'Keefe
Partner
Chartered Accountants

Melbourne, 20 September 2023

Independent Auditor's Review Report to the Board of Directors of Netwealth Investments Limited

We have reviewed the annual investor statements provided to the clients of Netwealth Wrap Service (the "Service") prepared by Netwealth Investments Limited (the "Operator"), which comprise a statement of the quantity and value of assets and liabilities held through the Service by the clients as at 30 June 2023 and the corresponding revenue and expenses of the clients for the year ended on that date.

The Directors' Responsibility for the Annual Investor Statements

The directors of the Operator are responsible for the preparation and fair presentation of the annual investor statements of the clients in accordance with the Australian Securities & Investments Commission Class Order 13/763 "Investor directed portfolio services" (as amended) (the "Class Order"). The directors' responsibility also includes establishing and maintaining such internal controls as the directors determine is necessary for the preparation and fair presentation of the annual investor statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express a conclusion on the annual investor statements based on our review. We have conducted our review in accordance with Australian Standard on Review Engagements ASRE 2405 *Review of Historical Financial Information Other than a Financial Report* in order to state whether, on the basis of the procedures described, anything has come to our attention that causes us to believe that the annual investor statement, which has been provided to any client, is materially misstated. This Standard also requires us to comply with the relevant ethical requirements.

A review in accordance with ASRE 2405 is a limited assurance engagement. The auditor performs procedures, primarily consisting of making enquiries of persons responsible for financial and accounting matters and applying analytical procedures and evaluates the evidence obtained.

The procedures performed in a review are substantially less than those performed in an audit conducted in accordance with Australian Auditing Standards and consequently does not enable us to obtain assurance that we would become aware of all significant matters that might be identified in an audit. We have not performed an audit or review of any individual annual investor statement and, accordingly, we do not express an opinion or conclusion on any individual annual investor statement.

We have also performed an independent audit of internal controls and other relevant accounting procedures of the Operator and have issued a separate unmodified audit opinion on whether the internal controls implemented by the Operator were suitably designed and operated effectively in all material respects to ensure that there are no material misstatements in the clients' annual investor statements for the year ended 30 June 2023.

Auditor's Independence Declaration

In conducting our review, we have complied with the independence requirements of the Australian professional accounting bodies.

Conclusion

Based on our review, which is not an audit, nothing has come to our attention that causes us to believe that any annual investor statement for the year ended on 30 June 2023, provided to any client of the Service, is materially misstated.

Basis of Preparation

Without modifying our conclusion, we draw attention to the "Directors' Responsibility for the Annual Investor Statements" paragraph above which states the Operator is responsible for ensuring it operates the Service in accordance with the Class Order. This report has been prepared to assist Netwealth Investments Limited in meeting their obligations under the Class Order. As a result, this report may not be suitable for another purpose.



DELOITTE TOUCHE TOHMATSU



Fiona O'Keefe
Partner
Chartered Accountants

Melbourne, 20 September 2023



My Statement

9 May 2023 - 30 June 2023

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Account Snapshot
Portfolio Valuation
Portfolio Performance
Asset Performance - Detail
Information you should know about this report

Accounts

Rancic Super Pty Ltd
netwealth Wealth Accelerator WRAP079974

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Account Snapshot

09 May 2023 — 30 June 2023

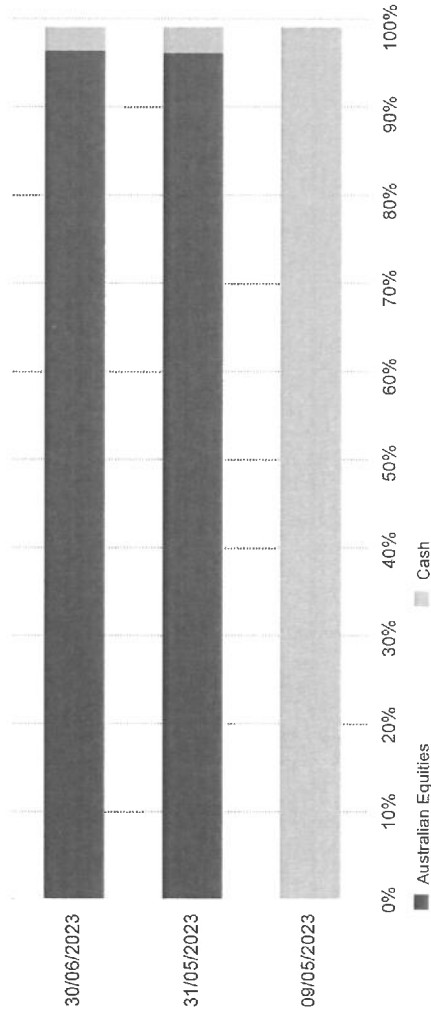


Portfolio movement

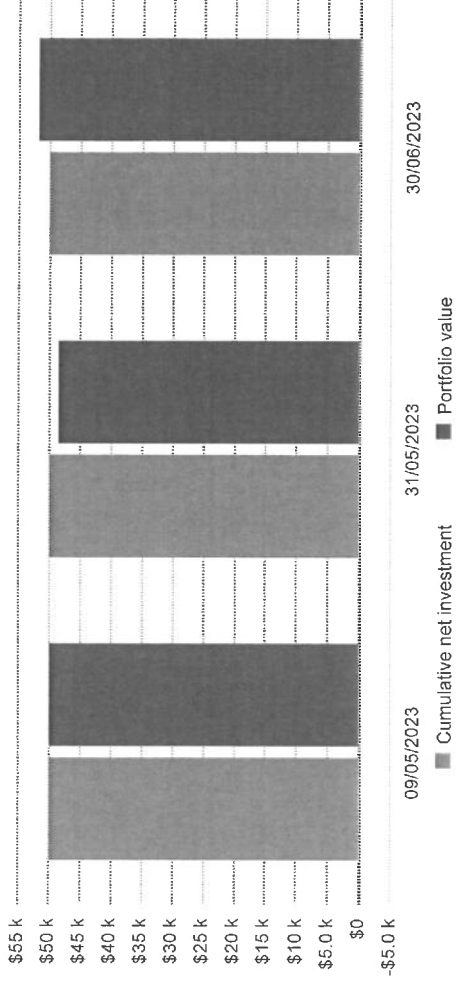
Description	\$
Opening value	-
Contributions, deposits & transfer-ins	50,000.00
Withdrawals, payments & transfer-outs	-
Net income (income less expenses & tax)	-104.31
Market movement	1,985.94
Closing value	51,881.63
Change	51,881.63
% Return*	3.76%

* Return is net of administration costs & advice fees. Returns for periods < 12 mths are not annualised.

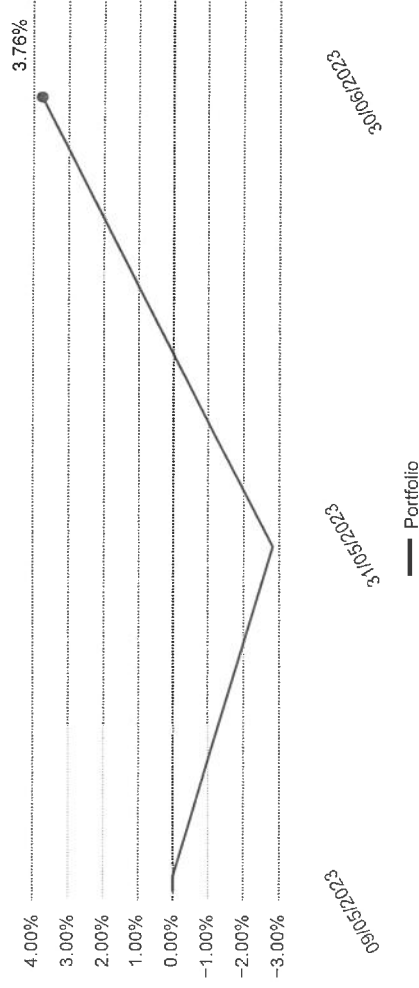
Portfolio asset allocation (actual)



Cumulative net investment v portfolio value



Portfolio performance ~



~ Returns in this chart are cumulative, not annualised, and are net of administration costs & advice fees.

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Portfolio Valuation

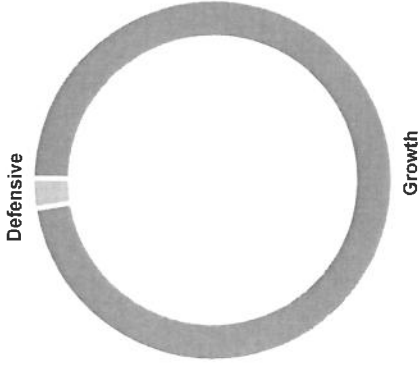
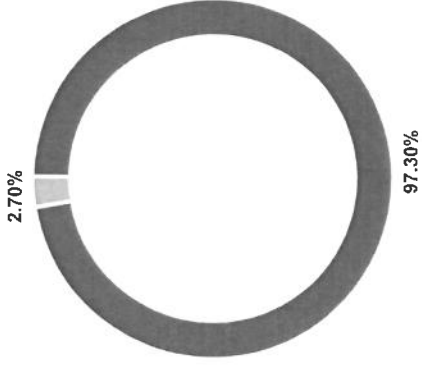
As at 30 June 2023



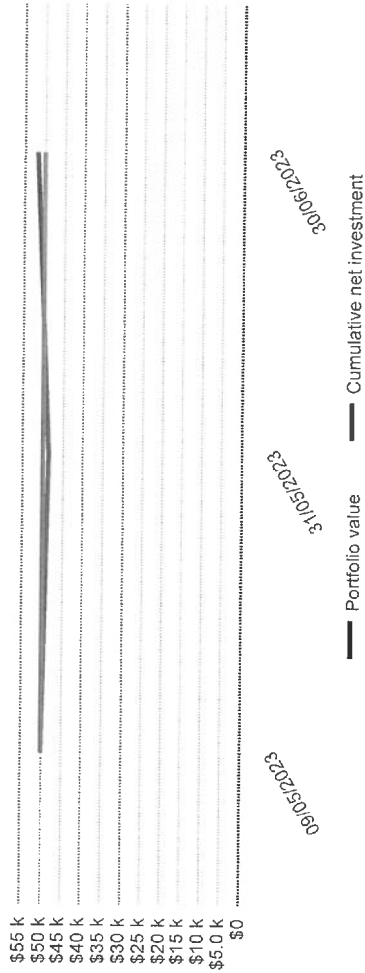
Portfolio valuation by asset class (actual)

Asset class	Value \$	Value %
■ Growth	50,478.78	97.30%
■ Australian Equities	50,478.78	97.30%
■ International Equities	-	-
■ Property	-	-
■ Defensive	1,402.85	2.70%
■ Australian Fixed Interest	-	-
■ International Fixed Interest	-	-
■ Cash	1,402.85	2.70%
■ Other	-	-
■ Alternative Investments	-	-
Total Portfolio	51,881.63	100.00%

Asset allocation (actual)



Portfolio value v cumulative net investment



Top assets by value

Asset	Value \$	Value %
BHP Group Limited	50,478.78	97.30%
Cash	1,402.85	2.70%
-	-	-
-	-	-
-	-	-
Total	51,881.63	100.00%

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Portfolio Valuation

As at 30 June 2023



Asset	Code	Current units	Avg cost	Price	Value \$	Value %
Cash						
Cash Account - Available Cash		-	-	-	884.03	1.70
Cash Account - Minimum Cash		-	-	-	518.82	1.00
Cash Account - Pending		-	-	-	-	-
					1,402.85	2.70
Australian Equities						
BHP Group Limited	BHP	1,122,000	43.27	44.99	50,478.78	97.30
					50,478.78	97.30
Total Portfolio					51,881.63	100.00

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Portfolio Performance

Net of administration costs & advice fees - As at 30 June 2023



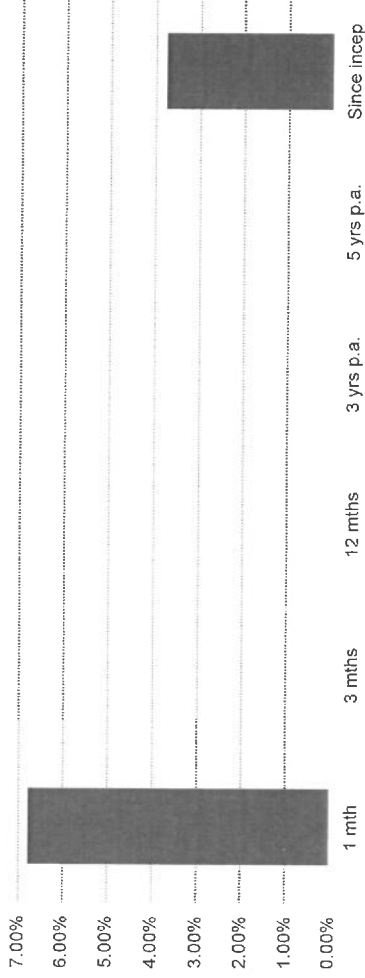
Period returns

Period	Portfolio	Period	Portfolio
1 mth*	6.77%	2023 YTD	3.76%
3 mths*	-	2022	-
12 mths	-	2021	-
3 yrs	-	2020	-
5 yrs	-	2019	-
Since inception*	3.76%	2018	-

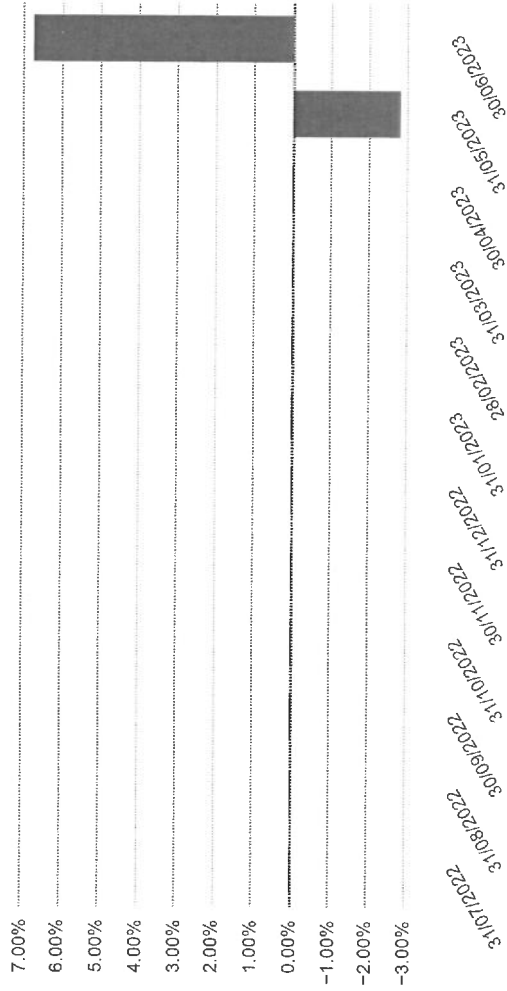
*Returns for periods < 12 mths are not annualised

*From inception: 09/05/2023

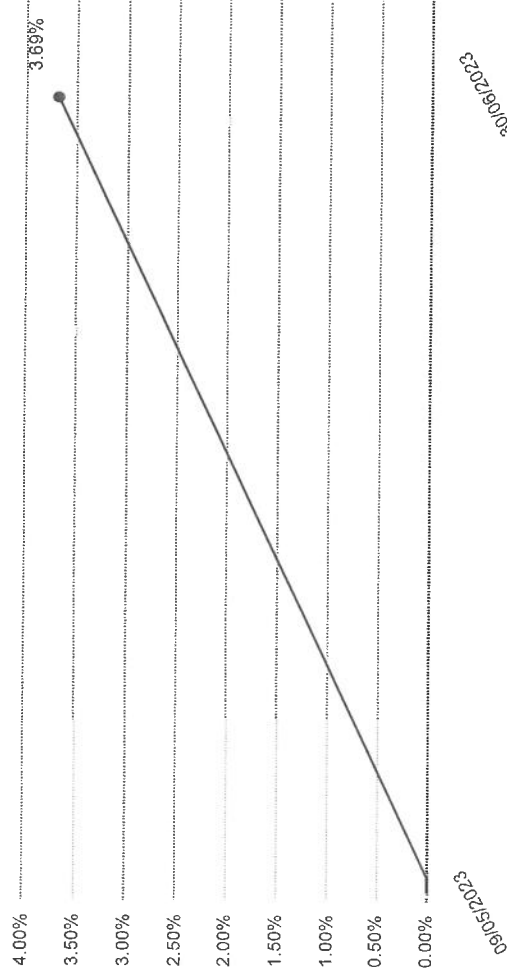
Period performance



Monthly performance



Return since inception ~



Returns in this chart are cumulative, not annualised.

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Asset Performance – Detail

All assets held - 09 May 2023 — 30 June 2023



Asset	Code	Open value	Purchases	Sales	Close value	Change	Income	Return \$	Return %	Credits
Cash										
Cash Account		-	-	-	1,402.85	-	36.18	36.18		-
Australian Equities										
BHP Group Limited	BHP	-	48,492.84	-	50,478.78	1,985.94	-	1,985.94	4.10 *	-
		-	48,492.84	-	50,478.78	1,985.94	-	1,985.94	4.10	-
Total Assets		-	48,492.84	-	51,881.63	1,985.94	36.18	2,022.12	4.05	-
Portfolio Performance										
Total Portfolio (Net of Fees, Costs & Rebates)		-	48,492.84	-	51,881.63	1,985.94	-104.31	1,881.63	3.76	-

* Asset has not been held for the full reporting period due to purchases and/or sales within the period. The figure reported represents the return only for the sub-period the asset was actually held.

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Information you should know about this report

Important information

This report has been prepared using an estimate of your portfolio value based on the most recent information available to Netwealth for the reporting period selected. The amounts shown are reflective of portfolio positions, performance and transactions over the period, but do not represent a guarantee in the value of your portfolios or superannuation benefits. This is because the 'Close values' do not reflect the actual prices that would be received if assets were redeemed, and may not take into account any income entitled to be received, and/or any fees, costs, taxes or other amounts liable to be paid. If you request to make a withdrawal, or are eligible to request a benefit payment, the actual amount available will be determined at the time any such payment is made. The effect of displaying figures to 2 decimal places may lead to some rounding errors.

Inception date used in the report is the earlier of the date on which the first amount of money was contributed into your Wealth Accelerator account, or the earliest acquisition date we have recorded for adviser managed assets.

This document has been prepared by Netwealth Investments Limited (ABN 85 090 569 109, AFSL 230975) (NIL) in its capacity as the operator of the Netwealth Investment Wrap Service and Russell Investments Wealth Series; and as administrator of the Netwealth Superannuation Master Fund and Wealth Accelerator Multi-asset Portfolio Service. Netwealth Superannuation Services Pty Ltd (ABN 80 636 957 310, AFSL 528032) (NSS) is the trustee of the Netwealth Superannuation Master Fund (ABN 94 573 747 704).

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resulting harm, loss or damage suffered by any person. Returns shown may be based on data provided from a third party and for periods prior to the assets being held in Wealth Accelerator.

The information in this document is of a general nature only and has been prepared without taking into account your individual objectives, financial situation or needs. You should obtain and consider the relevant disclosure documents issued by NIL and NSS (available at netwealth.com.au), any relevant terms and conditions, and seek financial or other professional advice as required to assess your personal circumstances before making decisions.

Account Snapshot

Discrepancies between this report and other client reports may exist due to back-dated transactions and/or prices applied today.

'Opening value' represents the sum of the open values of all assets held in the portfolio. The open value of each asset is determined by applying the open price for that asset on the reporting period start date to the number of units held at that time. Note that the open price equates to the close price for most assets, or from 26 September 2021 the highest bid price for warrants, on the business day prior to the reporting period start date. Adviser managed assets and related transactions are captured in the 'Opening value'.

'Contributions, deposits & transfer-ins' capture contributions, asset transfer-ins, deposits and other portfolio inflows. Asset transfer-ins are valued at the market price as at the date of transfer to Netwealth.

'Withdrawals, payments & transfer-outs' capture withdrawals, asset transfer-outs, insurance premiums, payments and other portfolio outflows.

'Net income' is calculated as:

- the sum of all income, fee rebates and tax benefits (if applicable)
- less fees, taxes (if applicable), transaction costs and other expenses. Taxes include income taxes that have been withheld from and/or refunded to your Wrap Service account (if applicable).

'Market movement' captures the movement in value of both realised and unrealised assets over the reporting period.

'Closing value' represents the sum of the close values of all assets held in the portfolio. The close value of each asset is determined by applying the latest available close price for that asset, or from 26 September 2021 the highest bid price for warrants, on the reporting period end date to the number of units held on that date. Adviser managed assets and related transactions are captured in the 'Closing value'.

'Change' represents the difference between the 'Opening value' and 'Closing value' of the portfolio. Liabilities are not captured in this report – please refer to the Portfolio Valuation Detail and Summary Reports if details of liabilities are required.

'Cumulative net investment' is calculated as the sum of all portfolio cash flows (including asset transfers) since inception.

'Value' figures of assets used in portfolio valuations are based on the latest available price for the reporting period selected, at the time the report is created. Please refer to the Portfolio Valuation Summary & Detail Reports for further details on asset pricing

and valuations.

Asset class and asset allocations reported in the 'Portfolio asset allocation' chart are determined as follows:

- 'Actual' asset classes and allocations are based on a single asset class assigned to each investment option held, as determined by Netwealth. Investment options that hold multiple asset classes in a single product are shown in the 'Multi Sector' asset class and are not broken down to underlying asset classes.
- 'Underlying' asset allocations for managed funds are based on a look-through to the asset classes of the underlying holdings in the fund. This is determined from asset allocation data provided at the end of each month by Morningstar, or sourced directly from fund managers. The asset allocations of managed funds on dates between month-ends may differ from these figures due to market movements or changes made by the fund managers. Underlying asset allocations for all other investment options are based on a single asset class as determined by Netwealth.

Returns for the portfolio are net of fees and costs, calculated after removing administration costs, adviser service fees (except upfront fees), and transaction costs. Return calculations in the Portfolio Performance chart are not annualised and are based on the money-weighted Internal Rate of Return methodology.

Portfolio Valuation

Asset classes and asset allocations reported in the 'Portfolio valuation by asset class' table and 'Asset allocation' chart are determined as follows:

- 'Actual' asset classes and allocations are based on a single asset class assigned to each investment option held, as determined by Netwealth. Investment options that hold multiple asset classes in a single product are shown in the 'Multi Sector' asset class and are not broken down to underlying asset classes.
- 'Underlying' asset allocations for managed funds are based on a look-through to the asset classes of the underlying holdings in the fund. This is determined from asset allocation data provided at the end of each month by Morningstar, or sourced directly from fund managers. The asset allocations of managed funds on dates between month-ends may differ from these figures due to market movements or changes made by the fund managers. Underlying asset allocations for all other investment options are based on a single asset class as determined by Netwealth.

'Current units' are the number of units of the asset that are held at the selected report date.

'Avg cost', where a single parcel is held, is the cost of the parcel of units purchased, if the current unit holding of an asset is comprised of multiple parcels, the 'avg cost' is the average cost of these parcels.

'Price' is the latest price available to Netwealth for the reporting date selected, at the time the report is created.

- **Netwealth managed funds:** The exit prices are calculated by Netwealth.
- **Managed funds:** The exit prices are exit prices sourced from Morningstar Australasia Pty Ltd (ABN: 95 090 665 544, AFSL: 240892) (where possible) or

Information you should know about this report



directly from fund managers. Further information about data provided by Morningstar is available at <https://www.netwealth.com.au/nw/Fund/CompareFundsAndModels>. In the Detail Report, the value of each managed fund is reported in its entirety in the single asset class to which it was assigned and is not separated into the relevant asset classes of its underlying holdings.

- **ASX listed securities:** Prices are sourced from the ASX, using official closing prices if the selected report date is historical or if the report is created outside ASX trading hours. Warrant prices are based on the highest bid price, as sourced from the ASX, however prior to 26 September 2021, warrant prices were based on closing prices. In the Detail Report, the value of each ETF is reported in its entirety in the single asset class to which it was assigned and is not separated into the relevant asset classes of its underlying holdings.
- **International securities:** The prices and exchange rates for the previous day's close are provided by Refinitiv (© Refinitiv 2018; all rights reserved) and are updated in our system at approximately 10.00am AET each day. Values of international securities are reported in Australian dollars. FX rates used to convert native currency amounts to AUD amounts are struck at 5.00 pm New York time.

'Value' figures of assets are based on the latest available price for the reporting date selected, at the time the report is created.

'Value' figures of liabilities (if applicable) are sourced from margin lenders on a weekly basis (where applicable) and/or from details input online by clients or advisers. Current liability information may differ from the value reported.

'Cumulative net investment' is calculated as the sum of all portfolio cash flows (including asset transfers) since inception.

Wrap Service clients: The Wrap Service auditor, for the purposes of preparing its annual report and inspecting Quarterly Report information, will only consider information that is displayed online at each quarter end.

Portfolio Performance

Discrepancies between this report and other client reports may exist due to back-dated transactions and/or prices applied today.

Return calculations:

- Return calculations are based on the money-weighted Internal Rate of Return methodology, capturing the size and timing of cash flows during the reporting period.
- Returns for periods less than 12 months are not annualised.
- Unrealised gains or losses are calculated as the difference between the values at the start of the reporting period and the values at the end of the reporting period using prices available to Netwealth at the time the report is created.
- The calculation takes into account any realised gain or loss (as applicable). To the extent that an asset is sold during a reporting period the realised gain or loss for that portion sold is calculated as the difference between the value at

the start of the reporting period and the gross proceeds of any redemptions that occurred during the reporting period.

- Returns for the portfolio are net of fees and costs, calculated after removing administration costs, adviser service fees (except upfront fees), and transaction costs.
- Returns only include the impact of income tax for investors who have not provided a Tax File Number, and for investors who have declared they are non-residents for tax purposes. For all other investors, returns do not include the impact of taxes or tax benefits, whether they relate to income, franking/imputation credits, realised capital gains and losses or unrealised capital gains and losses.

Asset Performance - Detail

Discrepancies between this report and other client reports may exist due to back-dated transactions and/or prices applied today.

'Open Value' represents, for each asset, the value determined by applying the open price for that asset on the reporting period start date to the number of units held at that time. Note that the open price equates to the close price for most assets, or from 26 September 2021 the highest bid price for warrants, on the business day prior to the reporting period start date. For the total portfolio, 'Open Value' represents the sum of open values of all assets held in the portfolio.

'Purchases' data includes, for each asset, the sum of purchases made during the reporting period, 'call payment' transactions, and the impact of any corporate action transactions that have increased the unit balance. Transaction costs associated with purchases of each asset are not captured in this data.

'Sales' data includes, for each asset, the sum of sale proceeds received during the reporting period, 'return of capital' transactions, and the impact of any corporate action transactions that have resulted in a decrease in the unit balance or cost base. Transaction costs associated with sales of each asset are not captured in this data.

'Close Value' is determined by applying the close price for the asset, on the selected end date to the number of units held on that date. For warrants, from 26 September 2021 the highest bid price is used. For the total portfolio, 'Close Value' is the sum of the close values of all assets held in the portfolio.

'Change' data represents the change in value from the start of the reporting period to the end of the reporting period, (or sub-period if the asset is not held for the entire reporting period). For the total portfolio, 'Change' represents the sum of the change figures of all assets held in the portfolio (except Cash).

'Return %' calculations for assets:

- Return % calculations capture the change in value of assets plus the income earned over the reporting period.
- Unrealised gains or losses are calculated as the difference between the values at the start of the reporting period and the values at the end of the reporting

period using prices available to Netwealth at the time the report is created. The calculation takes into account any realised gain or loss (as applicable). To the extent that an asset is sold during a reporting period the realised gain or loss for that portion sold is calculated as the difference between the value at the start of the reporting period and the gross proceeds of any redemptions that occurred during the reporting period.

- Return % calculations do not include the impact of taxes or tax benefits, whether they relate to income, franking/imputation credits, realised capital gains and losses or unrealised capital gains and losses.

'Return %' calculations for assets:

- Return % calculations are based on the money-weighted Internal Rate of Return methodology, capturing the size and timing of cash flows during the reporting period.
- Returns for periods less than 12 months are not annualised.
- Unrealised gains or losses are calculated as the difference between the values at the start of the reporting period and the values at the end of the reporting period using prices available to Netwealth at the time the report is created.
- The calculation takes into account any realised gain or loss (as applicable). To the extent that an asset is sold during a reporting period the realised gain or loss for that portion sold is calculated as the difference between the value at the start of the reporting period and the gross proceeds of any redemptions that occurred during the reporting period.
- Returns do not include the impact of taxes or tax benefits, whether they relate to income, franking/imputation credits, realised capital gains and losses or unrealised capital gains and losses.
- If an asset was not held continuously over the report period (such that it was sold in its entirety at some point during the period then was purchased again prior to the end of the period), a 'Return %' figure is not reported. In these instances, it is not valid to link returns for the sub-periods that the asset was actually held. If Return % information for such assets is required, please create separate reports for each of the sub-periods that the asset was held.

'Credits' data captures franking/imputation credits.

'Fees, Costs & Rebates' data is relevant to the total portfolio return calculations. Portfolio returns are always calculated net of transaction costs, managed fund rebates and applicable taxes. Net portfolio returns are also calculated after administration costs and advice fees (including any applicable rebates but excluding upfront advice fees). Gross portfolio returns are calculated by adding back the relevant administration costs and/or advice fees selected by the user.

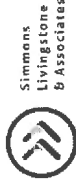
'Total portfolio performance (Net)' is the total portfolio return that incorporates the impact of all fees (except upfront advice fees), costs and rebates. The return % calculation only includes the impact of income tax for investors who have not provided a Tax File Number, and for investors who have declared they are non-residents for tax purposes.

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Rancic Super Fund

Contributions Breakdown Report

For The Period 01 July 2022 - 30 June 2023



Summary

Member	D.O.B	Age (at 30/06/2022)	Total Super Balance (at 30/06/2022) *1	Concessional	Non-Concessional	Other	Reserves	Total
Rancic, Tanya	23/12/1982	39	256,451.13	10,486.58	0.00	0.00	0.00	10,486.58
All Members				10,486.58	0.00	0.00	0.00	10,486.58

*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
Rancic, Tanya	Concessional	10,486.58	116,975.51	106,488.93 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	2018	2019	2020	2021	2022	2023	Current Position
Rancic, Tanya							
Concessional Contribution Cap	25,000.00	25,000.00	25,000.00	25,000.00	27,500.00	27,500.00	27,500.00
Concessional Contribution	0.00	0.00	0.00	1,718.55	11,305.94	10,486.58	10,486.58
Unused Concessional Contribution	0.00	25,000.00	25,000.00	23,281.45	16,194.06	17,013.42	17,013.42
Cumulative Carry Forward Unused	N/A	0.00	25,000.00	50,000.00	73,281.45	89,475.51	89,475.51
Maximum Cap Available	25,000.00	25,000.00	50,000.00	75,000.00	100,781.45	116,975.51	106,488.93 Below Cap
Total Super Balance	0.00	0.00	0.00	0.00	249,626.26	256,451.13	

NCC Bring Forward Caps

Member	Bring Forward Cap	2020	2021	2022	2023	Total	Current Position
Rancic, Tanya	N/A	0.00	0.00	0.00	0.00	N/A	Bring Forward Not Triggered

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Rancic, Tanya

Date	Transaction Description	Ledger Data				SuperStream Data					
		Contribution Type	Concessional	Non-Concession	Other	Reserves	Contribution	Employer	Concessional	Non-Concess	Other
08/07/2022	SuperChoice P/L PC070722- 093859823 50	Employer	328.86				Employer	QUEENSLAND HEALTH	328.86		
22/07/2022	SuperChoice P/L PC210722- 093875013 50	Employer	465.71				Employer	QUEENSLAND HEALTH	465.71		
05/08/2022	SuperChoice P/L PC040822- 093890906 50	Employer	328.86				Employer	QUEENSLAND HEALTH	328.86		
22/08/2022	SuperChoice P/L PC180822- 011658599 50	Employer	328.86				Employer	QUEENSLAND HEALTH	328.86		
02/09/2022	SuperChoice P/L PC010922- 054076706 50	Employer	540.58				Employer	QUEENSLAND HEALTH	540.58		
16/09/2022	SuperChoice P/L PC150922- 051413567 50	Employer	328.86				Employer	QUEENSLAND HEALTH	328.86		
30/09/2022	SuperChoice P/L PC290922- 005046926 50	Employer	529.98				Employer	QUEENSLAND HEALTH	529.98		
14/10/2022	SuperChoice P/L PC131022- 005062818 50	Employer	328.86				Employer	QUEENSLAND HEALTH	328.86		
28/10/2022	SuperChoice P/L PC271022- 024906579 50	Employer	413.36				Employer	QUEENSLAND HEALTH	413.36		
11/11/2022	SuperChoice P/L PC101122- 024923436 50	Employer	328.86				Employer	QUEENSLAND HEALTH	328.86		
25/11/2022	SuperChoice P/L PC241122- 024939362 50	Employer	471.22				Employer	QUEENSLAND HEALTH	471.22		
09/12/2022	SuperChoice P/L PC081222- 024956438 50	Employer	328.86				Employer	QUEENSLAND HEALTH	328.86		
23/12/2022	SuperChoice P/L PC221222- 024973264 50	Employer	465.73				Employer	QUEENSLAND HEALTH	465.73		
06/01/2023	SuperChoice P/L PC050123- 024987586 50	Employer	328.86				Employer	QUEENSLAND HEALTH	328.86		
20/01/2023	SuperChoice P/L PC190123- 025004086 50	Employer	470.34				Employer	QUEENSLAND HEALTH	470.34		

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03/02/2023	SuperChoice P/L PC020223- 025020454 50	Employer	328.86	Employer	QUEENSLAND HEALTH	328.86
17/02/2023	SuperChoice P/L PC160223- 025037058 50	Employer	458.39	Employer	QUEENSLAND HEALTH	458.39
03/03/2023	SuperChoice P/L PC020323- 049911226 50	Employer	328.86	Employer	QUEENSLAND HEALTH	328.86
17/03/2023	SuperChoice P/L PC160323- 049928475 50	Employer	328.86	Employer	QUEENSLAND HEALTH	328.86
31/03/2023	SuperChoice P/L PC300323- 049945294 50	Employer	557.62	Employer	QUEENSLAND HEALTH	557.62
14/04/2023	SuperChoice P/L PC130423- 005237399 50	Employer	328.86	Employer	QUEENSLAND HEALTH	328.86
28/04/2023	SuperChoice P/L PC270423- 083974178 50	Employer	480.04	Employer	QUEENSLAND HEALTH	480.04
12/05/2023	SuperChoice P/L PC110523- 083991904 50	Employer	321.94	Employer	QUEENSLAND HEALTH	321.94
26/05/2023	SuperChoice P/L PC250523- 084009098 50	Employer	529.25	Employer	QUEENSLAND HEALTH	529.25
09/06/2023	SuperChoice P/L PC080623- 081187468 50	Employer	342.02	Employer	QUEENSLAND HEALTH	342.02
23/06/2023	SuperChoice P/L PC220623- 081206893 50	Employer	494.08	Employer	QUEENSLAND HEALTH	494.08
Total - Rancic, Tanya			10,486.58	0.00	0.00	10,486.58

Total for All Members	10,486.58	0.00	0.00	0.00
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New Build
 First Rented September 2021

Rancic Super Fund

81/88 Cecily Street, Kailangur

Statement Number	Gross Rent	Other Rental income	Advertising	Agent & letting Fees	Body Corp	Gardening	Pest Control	Rates	Stationery & pettyies	R & M	Water	Net Rent	bankings
23/07/22 - 05/08/22	1726.80			147.84								1578.96	1578.96
	1680.00			147.84								1532.16	1532.16
	1711.76			422.84								1288.92	1288.92
	1680.00			147.84								1532.16	1532.16
	2920.00			256.96								2663.04	2663.04
	2031.76			176.00			66.00					1855.76	1855.76
	2000.00			176.00								1758.00	1758.00
	2000.00			176.00								1824.00	1824.00
	2031.76			456.50								1575.26	1575.26
	2000.00			176.00								1824.00	1824.00
	3050.00			268.40								2781.60	2781.60
	2040.00			179.52						77.00		1783.48	1783.48 o/s
	24872.08	0.00	0.00	2731.74	0.00	0.00	66.00	0.00	0.00	77.00	0.00	21997.34	21997.34

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POSTED

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Linnett Family Trust T/As Manly Management Pty

1/190 Queens Road
Nudgee QLD 4014
www.manlymanagement.com.au
manager@manlymanagement.com.au
ABN: 74274245443
Licence: 3573661

Rancic Property P/L TTE ATF Rancic Property Trust
2/16 Jannie Ct
Labrador QLD 4215

Tax Invoice
Account OWN02177
Statement #11
1 Jul 2022

Money In	\$2,520.00
Money Out	\$356.51
You Received	\$2,163.49

Details for Account OWN02177

	Money Out	Money In
Balance brought forward		\$0.00
81/88 Cecily St, Kallangur QLD 4503		
Rented for \$420.00 per week		
17.081CD Catherine May DARROCH paid to 22/07/2022		
Rent paid to 24/06/2022 (previously paid to 10/06/2022)		\$840.00
Rent paid to 8/07/2022 (previously paid to 24/06/2022)		\$840.00
Rent paid to 22/07/2022 (previously paid to 8/07/2022)		\$840.00
Smoke Alarm Annual Fee 01/07/22 - 30/06/23 - Manly Management - Maintenance *	\$77.00	
Smoke Alarm Annual Fee 01/10/21 - 30/06/22 - Manly Management - Maintenance *	\$57.75	
17-Management Fee (LINX) *	\$221.76	
Total	\$356.51	\$2,520.00

Account Transactions

Withdrawal by EFT to owner 17.081 Rancic Property P/L TTE [EFT Transfer to: 17.081 Rancic Property P/L TTE, (182512) - ***468]	\$2,163.49	
Balance remaining		\$0.00

GST Summary

Total Tax on attached expenses	\$12.25
Total Tax on agency fees	\$20.16
(* includes Tax)	

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Linnett Family Trust T/As Manly Management Pty

Ltd

1/190 Queens Road
Nudgee QLD 4014
www.manlymanagement.com.au
manager@manlymanagement.com.au
ABN: 74274245443
Licence: 3573661

Rancic Property P/L TTE ATF Rancic Property Trust
2/16 Jannie Ct
Labrador QLD 4215

Tax Invoice
Account OWN02177
Statement #12
1 Aug 2022

Money In	\$1,726.80
Money Out	\$147.84
You Received	\$1,578.96

Details for Account OWN02177

	Money Out	Money In
Balance brought forward		\$0.00
81/88 Cecily St, Kallangur QLD 4503		
Rented for \$420.00 per week		
17.081CD Catherine May DARROCH paid to 19/08/2022		
Rent paid to 5/08/2022 (previously paid to 22/07/2022)		\$840.00
Rent paid to 19/08/2022 (previously paid to 5/08/2022)		\$840.00
Water Invoice 12.03.22 - 29.06.22 (57kl - 45kl = 12kl)		\$46.80
17-Management Fee (LINX) *	\$147.84	
Total	\$147.84	\$1,726.80

Account Transactions

Withdrawal by EFT to owner 17.081 Rancic Property P/L TTE [EFT Transfer to: 17.081 Rancic Property P/L TTE, (182512) - ****468]	\$1,578.96	
Balance remaining		\$0.00

GST Summary

Total Tax on agency fees	\$13.44
(* includes Tax)	

3.4



Linnett Family Trust T/As Manly Management Pty Ltd

1/190 Queens Road
Nudgee QLD 4014
www.manlymanagement.com.au
manager@manlymanagement.com.au
ABN: 74274245443
Licence: 3573661

Rancic Property P/L TTE ATF Rancic Property Trust
2/16 Jannie Ct
Labrador QLD 4215

Tax Invoice
Account OWN02177
Statement #13
1 Sep 2022

Money In	\$1,680.00
Money Out	\$147.84
You Received	\$1,532.16

Details for Account OWN02177

	Money Out	Money In
Balance brought forward		\$0.00
81/88 Cecily St, Kallangur QLD 4503		
Rented for \$420.00 per week		
17.081CD Catherine May DARROCH paid to 16/09/2022		
Rent paid to 2/09/2022 (previously paid to 19/08/2022)		\$840.00
Rent paid to 16/09/2022 (previously paid to 2/09/2022)		\$840.00
17-Management Fee (LINX) *	\$147.84	
Total	\$147.84	\$1,680.00

Account Transactions

Withdrawal by EFT to owner 17.081 Rancic Property P/L TTE [EFT Transfer to: 17.081 Rancic Property P/L TTE, (182512) - ***468]	\$1,532.16	
Balance remaining		\$0.00

GST Summary

Total Tax on agency fees \$13.44
(* includes Tax)



Linnett Family Trust T/As Manly Management Pty Ltd

1/190 Queens Road
Nudgee QLD 4014
www.manlymanagement.com.au
manager@manlymanagement.com.au
ABN: 74274245443
Licence: 3573661

Tax Invoice

Account OWN02177
Statement #14
1 Oct 2022

Rancic Property P/L TTE ATF Rancic Property Trust
2/16 Jannie Ct
Labrador QLD 4215

Money In	\$1,711.76
Money Out	\$422.84
You Received	\$1,288.92

Details for Account OWN02177

	Money Out	Money In
Balance brought forward		\$0.00
81/88 Cecily St, Kallangur QLD 4503		
Rented for \$420.00 per week		
17.081CD Catherine May DARROCH paid to 14/10/2022		
Rent paid to 30/09/2022 (previously paid to 16/09/2022)		\$840.00
Rent paid to 14/10/2022 (previously paid to 30/09/2022)		\$840.00
Water Invoice 30.06.22 - 13.09.22 (65kls - 57kls = 8kls)		\$31.76
17-Management Fee (LINX) *	\$147.84	
17.081 Relet fee \$500/wk (6 months) *	\$275.00	
Total	\$422.84	\$1,711.76

Account Transactions

Withdrawal by EFT to owner 17.081 Rancic Property P/L TTE [EFT Transfer to: 17.081 Rancic Property P/L TTE, (182512) - ****468]	\$1,288.92	
Balance remaining		\$0.00

GST Summary

Total Tax on agency fees	\$38.44
(* includes Tax)	

3-6



Linnett Family Trust T/As Manly Management Pty Ltd

1/190 Queens Road
Nudgee QLD 4014
www.manlymanagement.com.au
manager@manlymanagement.com.au
ABN: 74274245443
Licence: 3573661

Tax Invoice

Account OWN02177
Statement #15
1 Nov 2022

Rancic Property P/L TTE ATF Rancic Property Trust
2/16 Jannie Ct
Labrador QLD 4215

Money In	\$1,680.00
Money Out	\$147.84
You Received	\$1,532.16

Details for Account OWN02177

	Money Out	Money In
Balance brought forward		\$0.00
81/88 Cecily St, Kallangur QLD 4503		
Rented for \$420.00 per week		
17.081CD Catherine May DARROCH paid to 11/11/2022		
Rent paid to 28/10/2022 (previously paid to 14/10/2022)		\$840.00
Rent paid to 11/11/2022 (previously paid to 28/10/2022)		\$840.00
17-Management Fee (LINX) *	\$147.84	
Total	\$147.84	\$1,680.00

Account Transactions

Withdrawal by EFT to owner 17.081 Rancic Property P/L TTE [EFT Transfer to: 17.081 Rancic Property P/L TTE, (182512) - ***468]	\$1,532.16	
Balance remaining		\$0.00

GST Summary

Total Tax on agency fees	\$13.44
(* includes Tax)	

3-7



Linnett Family Trust T/As Manly Management Pty Ltd

1/190 Queens Road
Nudgee QLD 4014
www.manlymanagement.com.au
manager@manlymanagement.com.au
ABN: 74274245443
Licence: 3573661

Tax Invoice

Account OWN02177
Statement #16
1 Dec 2022

Rancic Property P/L TTE ATF Rancic Property Trust
2/16 Jannie Ct
Labrador QLD 4215

Money In	\$2,920.00
Money Out	\$256.96
You Received	\$2,663.04

Details for Account OWN02177

	Money Out	Money In
Balance brought forward		\$0.00
81/88 Cecily St, Kallangur QLD 4503		
Rented for \$500.00 per week		
17.081CD Catherine May DARROCH paid to 23/12/2022		
Rent paid to 25/11/2022 (previously paid to 11/11/2022) , rent increased to \$500.00 on 19/11/2022		\$920.00
Rent paid to 9/12/2022 (previously paid to 25/11/2022)		\$1,000.00
Rent paid to 23/12/2022 (previously paid to 9/12/2022)		\$1,000.00
17-Management Fee (LINX) *	\$256.96	
Total	\$256.96	\$2,920.00

Account Transactions

Withdrawal by EFT to owner 17.081 Rancic Property P/L TTE [EFT Transfer to: 17.081 Rancic Property P/L TTE, (182512) - ***468]	\$2,663.04	
Balance remaining		\$0.00

GST Summary

Total Tax on agency fees	\$23.36
(* includes Tax)	

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Linnett Family Trust T/As Manly Management Pty Ltd

1/190 Queens Road
Nudgee QLD 4014
www.manlymanagement.com.au
manager@manlymanagement.com.au
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Licence: 3573661

Rancic Property P/L TTE ATF Rancic Property Trust
2/16 Jannie Ct
Labrador QLD 4215

Tax Invoice
Account OWN02177
Statement #17
1 Jan 2023

Money In	\$2,031.76
Money Out	\$176.00
You Received	\$1,855.76

Details for Account OWN02177

	Money Out	Money In
Balance brought forward		\$0.00
81/88 Cecily St, Kallangur QLD 4503		
Rented for \$500.00 per week		
17.081CD Catherine May DARROCH paid to 20/01/2023		
Rent paid to 6/01/2023 (previously paid to 23/12/2022)		\$1,000.00
Rent paid to 20/01/2023 (previously paid to 6/01/2023)		\$1,000.00
17.081CD water usage 13/09/22-08/12/22 (65KL-73KL, 8KL total)		\$31.76
17-Management Fee (LINX) *	\$176.00	
Total	\$176.00	\$2,031.76

Account Transactions

Withdrawal by EFT to owner 17.081 Rancic Property P/L TTE [EFT Transfer to: 17.081 Rancic Property P/L TTE, (182512) - ***468]	\$1,855.76	
Balance remaining		\$0.00

GST Summary

Total Tax on agency fees (* includes Tax)	\$16.00
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Linnett Family Trust T/As Manly Management Pty Ltd

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www.manlymanagement.com.au
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Rancic Property P/L TTE ATF Rancic Property Trust
2/16 Jannie Ct
Labrador QLD 4215

Tax Invoice
Account OWN02177
Statement #18
1 Feb 2023

Money In	\$2,000.00
Money Out	\$242.00
You Received	\$1,758.00

Details for Account OWN02177

	Money Out	Money In
Balance brought forward		\$0.00
81/88 Cecily St, Kallangur QLD 4503		
Rented for \$500.00 per week		
17.081CD Catherine May DARROCH paid to 17/02/2023		
Rent paid to 3/02/2023 (previously paid to 20/01/2023)		\$1,000.00
Rent paid to 17/02/2023 (previously paid to 3/02/2023)		\$1,000.00
Pest Control Treatment - All Purpose Pest Control *	\$66.00	
17-Management Fee (LINX) *	\$176.00	
Total	\$242.00	\$2,000.00

Account Transactions

Withdrawal by EFT to owner 17.081 Rancic Property P/L TTE [EFT Transfer to: 17.081 Rancic Property P/L TTE, (182512) - ***468]	\$1,758.00	
Balance remaining		\$0.00

GST Summary

Total Tax on attached expenses	\$6.00
Total Tax on agency fees	\$16.00
(* includes Tax)	

3-10



Linnett Family Trust T/As Manly Management Pty Ltd

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manager@manlymanagement.com.au
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Rancic Property P/L TTE ATF Rancic Property Trust
2/16 Jannie Ct
Labrador QLD 4215

Tax Invoice
Account OWN02177
Statement #19
1 Mar 2023

Money In	\$2,000.00
Money Out	\$176.00
You Received	\$1,824.00

Details for Account OWN02177

	Money Out	Money In
Balance brought forward		\$0.00
81/88 Cecily St, Kallangur QLD 4503		
Rented for \$500.00 per week		
17.081CD Catherine May DARROCH paid to 17/03/2023		
Rent paid to 3/03/2023 (previously paid to 17/02/2023)		\$1,000.00
Rent paid to 17/03/2023 (previously paid to 3/03/2023)		\$1,000.00
17-Management Fee (LINX) *	\$176.00	
Total	\$176.00	\$2,000.00

Account Transactions

Withdrawal by EFT to owner 17.081 Rancic Property P/L TTE [EFT Transfer to: 17.081 Rancic Property P/L TTE, (182512) - ***468]	\$1,824.00	
Balance remaining		\$0.00

GST Summary

Total Tax on agency fees	\$16.00
(* includes Tax)	

3-11



Linnett Family Trust T/As Manly Management Pty Ltd

1/190 Queens Road
Nudgee QLD 4014
www.manlymanagement.com.au
manager@manlymanagement.com.au
ABN: 74274245443
Licence: 3573661

Rancic Property P/L TTE ATF Rancic Property Trust
2/16 Jannie Ct
Labrador QLD 4215

Tax Invoice
Account OWN02177
Statement #20
1 Apr 2023

Money In	\$2,031.76
Money Out	\$456.50
You Received	\$1,575.26

Details for Account OWN02177

	Money Out	Money In
Balance brought forward		\$0.00
81/88 Cecily St, Kallangur QLD 4503		
Rented for \$500.00 per week		
17.081CD Catherine May DARROCH paid to 14/04/2023		
Rent paid to 31/03/2023 (previously paid to 17/03/2023)		\$1,000.00
Rent paid to 14/04/2023 (previously paid to 31/03/2023)		\$1,000.00
17.081CD water usage 08/12/22-10/03/23 (73KL-81KL, 8KL total)		\$31.76
17-Management Fee (LINX) *	\$176.00	
17.081 Relet fee \$510/wk (12 months) *	\$280.50	
Total	\$456.50	\$2,031.76

Account Transactions

Withdrawal by EFT to owner 17.081 Rancic Property P/L TTE [EFT Transfer to: 17.081 Rancic Property P/L TTE, (182512) - ***468]	\$1,575.26	
Balance remaining		\$0.00

GST Summary

Total Tax on agency fees	\$41.50
(* includes Tax)	

3-12



Linnett Family Trust T/As Manly Management Pty Ltd

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manager@manlymanagement.com.au
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Licence: 3573661

Rancic Property P/L TTE ATF Rancic Property Trust
2/16 Jannie Ct
Labrador QLD 4215

Tax Invoice
Account OWN02177
Statement #21
1 May 2023

Money In	\$2,000.00
Money Out	\$176.00
You Received	\$1,824.00

Details for Account OWN02177

	Money Out	Money In
Balance brought forward		\$0.00
81/88 Cecily St, Kallangur QLD 4503		
Rented for \$500.00 per week		
17.081CD Catherine May DARROCH paid to 12/05/2023		
Rent paid to 28/04/2023 (previously paid to 14/04/2023)		\$1,000.00
Rent paid to 12/05/2023 (previously paid to 28/04/2023)		\$1,000.00
17-Management Fee (LINX) *	\$176.00	
Total	\$176.00	\$2,000.00

Account Transactions

Withdrawal by EFT to owner 17.081 Rancic Property P/L TTE [EFT Transfer to: 17.081 Rancic Property P/L TTE, (182512) - ***468]	\$1,824.00	
Balance remaining		\$0.00

GST Summary

Total Tax on agency fees \$16.00
(* includes Tax)

3-13



Linnett Family Trust T/As Manly Management Pty Ltd

1/190 Queens Road
Nudgee QLD 4014
www.manlymanagement.com.au
manager@manlymanagement.com.au
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Rancic Property P/L TTE ATF Rancic Property Trust
2/16 Jannie Ct
Labrador QLD 4215

Tax Invoice
Account OWN02177
Statement #22
1 Jun 2023

Money In	\$3,050.00
Money Out	\$268.40
You Received	\$2,781.60

Details for Account OWN02177

	Money Out	Money In
Balance brought forward		\$0.00
81/88 Cecily St, Kallangur QLD 4503		
Rented for \$510.00 per week		
17.081CD Catherine May DARROCH paid to 23/06/2023		
Rent paid to 26/05/2023 (previously paid to 12/05/2023) , rent increased to \$510.00 on 20/05/2023		\$1,010.00
Rent paid to 9/06/2023 (previously paid to 26/05/2023)		\$1,020.00
Rent paid to 23/06/2023 (previously paid to 9/06/2023)		\$1,020.00
17-Management Fee (LINX) *	\$268.40	
Total	\$268.40	\$3,050.00

Account Transactions

Withdrawal by EFT to owner 17.081 Rancic Property P/L TTE [EFT Transfer to: 17.081 Rancic Property P/L TTE, (182512) - ***468]	\$2,781.60	
Balance remaining		\$0.00

GST Summary

Total Tax on agency fees \$24.40
(* includes Tax)

3-14



Linnett Family Trust T/As Manly Management Pty Ltd

1/190 Queens Road
Nudgee QLD 4014
www.manlymanagement.com.au
manager@manlymanagement.com.au
ABN: 74274245443
Licence: 3573661

Rancic Property P/L TTE ATF Rancic Property Trust
2/16 Jannie Ct
Labrador QLD 4215

Tax Invoice
Account OWN02177
Statement #23
1 Jul 2023

Money In	\$2,040.00
Money Out	\$256.52
You Received	\$1,783.48

Details for Account OWN02177

	Money Out	Money In
Balance brought forward		\$0.00
81/88 Cecily St, Kallangur QLD 4503		
Rented for \$510.00 per week		
17.081CD Catherine May DARROCH paid to 21/07/2023		
Rent paid to 7/07/2023 (previously paid to 23/06/2023)		\$1,020.00
Rent paid to 21/07/2023 (previously paid to 7/07/2023)		\$1,020.00
Smoke Alarm Annual Fee 01/07/23 - 30/06/24 - Manly Management - Maintenance *	\$77.00	
17-Management Fee (LINX) *	\$179.52	
Total	\$256.52	\$2,040.00

Account Transactions

Withdrawal by EFT to owner 17.081 Rancic Property P/L TTE [EFT Transfer to: 17.081 Rancic Property P/L TTE, (182512) - ***468]	\$1,783.48	
Balance remaining		\$0.00

GST Summary

Total Tax on attached expenses	\$7.00
Total Tax on agency fees	\$16.32
(* includes Tax)	

General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008

3-15

Part 1 Tenancy details

Item 1	1.1 Lessor	Name/trading name Rancic Property P/L TTE ATF Rancic Property Trust C/O Linnett Family Trust T/As Manly Management Pty Ltd		
	Address C/- Manly Management, 88 Cecily Street Kallangur QLD Postcode 4503			
Item 2	1.2	Phone 0490 789 570	Mobile 0490 789 570	Email northlakes@manlymanagement.com.au
	2.1 Tenant/s	Tenant 1 Full name/s Catherine May DARROCH Phone 0404 004 938 Email catherinedarroch@gmail.com		
Item 3		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 Manly Management Pty Ltd		
	Address Managers Office, 88 Cecily Street Kallangur QLD Postcode 4503			
	3.2	Phone 0490 789 570	Mobile 0490 789 570	Email northlakes@manlymanagement.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"/>		
	4.3 Agent	Email Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Facsimile Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
Item 5	5.1 Address of the rental premises	81/88 Cecily St Kallangur QLD Postcode 4503		
	5.2 Inclusions provided.	For example, furniture or other household goods let with the premises. Attach list if necessary Split system AC to living & bedrooms, oven, cooktop, dishwasher, range hood, insinkerator, blinds, remote control garage door		
	5.3 Details of current repair orders for the rental premises or inclusions			
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	20 / 05 / 2023	6.3 Ending on	17 / 05 / 2024

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



General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008

3-16

Item 7 Rent \$ 510.00 per week fortnight month See clause 8(1)

Item 8 Rent must be paid on the Inaugural 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)
 EFT - each payment in multiples of weekly or monthly amount

Details for direct credit

BSB no. 034053 Bank/building society/credit union Westpac
 Account no. 305161 Account name Manly Management Trust
 Payment reference 17081CD

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

Item 11 Rental bond amount \$ 2,040.00 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 NBN, any other service connected by tenant 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 Any other service stated in item 12.1
 Gas See special terms (page 8)
 Phone

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

Electricity Tenants' account, Origin Energy embedded power network (exclusive supplier)
 Gas N/A
 Phone Tenants' account, direct to supplier
 Any other service stated in item 12.1 Tenants' account, direct to supplier. NBN New Development Fee - see Special Conditions.
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 Yes No
See clause 22

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

Type Male Bengal Cat Number 1 Type Female Begal Cat Number 1

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

Electrical repairs Manly Management Phone 0490 789 570
 Plumbing repairs Manly Management Phone 0490 789 570
 Other Manly Management Phone 0490 789 570

Are the nominated repairers the tenant's first point of contact for notifying the need for emergency repairs? See clause 31(4)

Yes

No - please provide lessor contact details below

Name Phone

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).

- (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, the increased rent is payable by the tenant only if -
 - (a) the rent is increased in compliance with this clause; and
 - (b) the increase in rent does not relate to -
 - (i) compliance of the premises or inclusions with the prescribed minimum housing standards; or
 - (ii) keeping a pet or working dog at the premises.
- (6) Also, if this agreement is a fixed term agreement, the rent may not be increased before the term ends unless -
 - (a) this agreement provides for the rent increase; and
 - (b) this agreement states the amount of the increase or how the amount of the increase is to be worked out; and
 - (c) the increase is made in compliance with the matters mentioned in paragraph (b)

11 Application to tribunal about excessive increase - s 92

- (1) After the lessor gives the tenant notice of a proposed rent increase, the tenant may apply to the tribunal for an order setting aside or reducing the increase if the tenant believes the increase -
 - (a) is excessive; or
 - (b) is not payable under clause 10.
- (2) However, the application must be made -
 - (a) within 30 days after the notice is received; and
 - (b) for a fixed term agreement - before the term ends.

12 Rent decreases - s 94

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

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

Division 4 Rental bond

13 Rental bond required - ss 111 and 116

- (1) If a rental bond is stated in this agreement for item 11, the tenant must pay to the lessor or the lessor's agent the rental bond amount -
 - (a) if a special term requires the bond to be paid at a stated time - at the stated time; or
 - (b) if a special term requires the bond to be paid by instalments - by instalments; or
 - (c) otherwise - when the tenant signs this agreement.

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.

General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008

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 1976* 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.

- (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 -
- the lessor is the State; and
 - the non-standard items are stated in this agreement and this agreement states the lessor is not responsible for their maintenance; and
 - the non-standard items are not necessary and reasonable to make the premises a fit place in which to live; and
 - the non-standard items are not a risk to health or safety; and
 - 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), (3) and (5)

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

Subdivision 3 The dwelling

27 Fixtures or structural changes - ss 207-209

- 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.

- 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
- If the lessor does agree, the tenant must comply with the terms of the lessor's agreement.
 - The lessor must not act unreasonably in failing to agree.
 - If the tenant attaches a fixture, or makes a structural change, to the premises without the lessor's agreement, the lessor may -
 - take action for a breach of a term of this agreement; or
 - 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

- The lessor must supply and maintain all locks necessary to ensure the premises are reasonably secure.
- The lessor must give the tenant, or if there is more than 1 tenant, 1 of the tenants, a key for each lock that -
 - secures an entry to the premises; or
 - 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
 - is part of the premises.

- 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

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

Subdivision 4 Damage and repairs

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

- Emergency repairs** are works needed to repair any of the following -
 - a burst water service or serious water service leak;
 - a blocked or broken lavatory system;
 - a serious roof leak;
 - a gas leak;
 - a dangerous electrical fault;
 - flooding or serious flood damage;
 - serious storm, fire or impact damage;
 - a failure or breakdown of the gas, electricity or water supply to the premises;
 - a failure or breakdown of an essential service or appliance on the premises for hot water, cooking or heating;
 - a fault or damage that makes the premises unsafe or insecure;
 - a fault or damage likely to injure a person, damage property or unduly inconvenience a resident of the premises;
 - a serious fault in a staircase, lift or other common area of the premises that unduly inconveniences a resident in gaining access to, or using, the premises.
- Also, **emergency repairs** are works needed for the premises or inclusions to comply with the prescribed minimum housing standards.
- 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 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).

- (5) The lessor is taken to approve the keeping of the pet at the premises if –
- the lessor does not comply with subclause (2); or
 - the lessor's response does not comply with subclause (3).

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

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

Division 7 Restrictions on transfer or subletting by tenant

34 General - ss 238 and 240

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

Division 8 When agreement ends

36 Ending of agreement - s 277

- (1) This agreement ends only if –
- the lessor and tenant agree, in a separate written document, to end this agreement; or
 - the lessor gives a notice to leave premises to the tenant under section 326 and the tenant hands over vacant possession of the premises to the lessor on or before the handover day; or
 - the tenant gives a notice of intention to leave premises to the lessor under section 327 and hands over vacant possession of the premises to the lessor on or before the handover day; or
 - the tenant vacates, or is removed from, the premises after receiving a notice from a mortgagee or appointed person under section 317; or
 - the tenant abandons the premises and the period for which the tenant paid rent has ended; or
 - the tribunal makes an order terminating this agreement.
- (2) Also, this agreement ends for a sole tenant if –
- the tenant gives the lessor a notice ending tenancy interest and hands over vacant possession of the premises; or
- Note – See chapter 5, part 1, division 3, subdivision 2A of the Act for the obligations of the lessor and tenant relating to a notice ending tenancy interest.*
- the tenant dies.

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

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

- (1) At the end of the tenancy, the tenant must leave the premises, as far as possible, in the same condition they were in at the start of the tenancy, fair wear and tear excepted.
- Examples of what may be fair wear and tear –*
- wear that happens during normal use
 - changes that happen with ageing
- (2) The tenant's obligation mentioned in subclause (1) does not apply to the extent the obligation would have the effect of requiring the tenant to repair, or compensate the lessor for, damage to the premises or inclusions caused by an act of domestic violence experienced by the tenant.

38 Keys

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

General tenancy agreement (Form 18a)*Residential Tenancies and Rooming Accommodation Act 2008***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
 - (ii) 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 2007*; 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 2007*.
- (4) A party or the lessor's agent may withdraw his or her consent to notices being given to them by facsimile or email only by giving notice to each other party that notices are no longer to be given to the party or agent by facsimile or email.
- (5) If no address for service is stated in this agreement for item 2 for the tenant, the tenant's address for service is taken to be the address of the premises.
- (6) A party or the lessor's agent may change his or her address for service, facsimile number or email address only by giving notice to each other party of a new address for service, facsimile number or email address.
- (7) On the giving of a notice of a new address for service, facsimile number or email address for a party or the lessor's agent, the address for service, facsimile number or email address stated in the notice is taken to be the party's or agent's address for service, facsimile number or email address stated in this agreement for item 1, 2 or 3.
- (8) Unless the contrary is proved -
 - (a) a notice left at an address for service is taken to have been received by the party to whom the address relates when the notice was left at the address; and
 - (b) a notice sent by post is taken to have been received by the person to whom it was addressed when it would have been delivered in the ordinary course of post; and
 - (c) a notice sent by facsimile is taken to have been received at the place where the facsimile was sent when the sender's facsimile machine produces a transmission report indicating all pages of the notice have been successfully sent; and
 - (d) a notice sent by email is taken to have been received by the recipient when the email enters the recipient's email server.

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



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

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

See Manly Management Annexure A
 Tenant/s agree to maintain lawns/gardens as defined in Annexure A - Lawns & Gardens.
 Tenant/s agree to clean the air conditioner filter/s every three (3) months.
 Tenant/s agree Manly Management Exit Cleaning requirements.

Tenant/s agree that animals will not be permitted into the property without prior inclusion under Tenancy Agreement Part 1 Item 17, and, completing and agreeing to Pet Annexure forming part of this Tenancy Agreement.

Lessor has made NBN available for connection at the rental premises. Any fees, including the NBN New Development Fee where applicable, will be the cost of the tenant should they wish to connect a NBN service at the premises.

Key collection appointment is agreed to be 9AM on the inaugural lease commencement date unless otherwise mutually agreed in writing.
 Key return appointment is agreed to be 4PM on the vacating date unless otherwise mutually agreed in writing, and this time the tenants agree to return a signed RTA 14A Exit Condition Report plus all keys, remotes and manuals to the office.

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

Manly Management Pty Ltd

Signature

DocuSigned by:
Holly King
719C08499B3641E...

Date / /
14/3/2023

Signature of tenant 1

Print name

Catherine May DARROCH

Signature

DocuSigned by:
[Signature]
7EF4E7C09BDCF4EB...

Date / /
13/3/2023

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 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.

50 Liability excluded

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

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

as a direct or indirect result of the tenant's negligent acts or omissions.

51 Lessor's insurance

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

(2) The lessor may claim from the tenant -

- (a) any increase in the premium of the lessor's insurance; and
- (b) any excess on claim by the lessor on the lessor's insurance; and
- (c) any other cost and expenses incurred by the lessor;

as a direct or indirect result of the tenant's negligent acts or omissions.

52 Tenant's insurance

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

53 Smoke alarm obligations

The tenant must-

(1) Test each smoke alarm in the premises-

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

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

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

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

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

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

In the event that the tenant/s engages a contractor/tradesperson (as listed in Item 18) to meet the tenant/s obligations listed under this special term, such engagement shall be at the tenant/s' own cost and expense.

(5) Not tamper with or otherwise render a smoke alarm inoperative. Such an act will constitute malicious damage in accordance with section 188 of the Act.

54 Portable pool obligations

(1) The tenant must-

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

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

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

(3) In accordance with special term 54(1) and 54(2), where consent is provided by the lessor to the tenant for a portable pool of a depth of 300mm or greater and/or as prescribed by the *Building Act 1975*, the tenant hereby agrees to indemnify and hold harmless the lessor and agent for any loss, claim, suit or demand, brought, caused or contributed to, directly or indirectly, by the portable pool.

Special Terms *continued...*

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

55 Pets

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

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

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

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

56 Electronic Signing

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

2 Bond lodgement (Form 2)

Residential Tenancies and Rooming Accommodation Act 2008
(Sections 116-119)

3-28

Only tenants/residents who pay bond, and the property manager/owner, should fill out this form. Where possible, tenants/residents and property managers/owners should lodge the bond using the RTA's Bond Lodgement web service at rta.qld.gov.au instead of this form.

Page 1 of 2 - Complete all pages

 New bond **OR** Existing rental bond number
1 Address of rental property (rooming accommodation: include room number)

81/88 Cecily St	
Kallangur, QLD	Postcode 4503

2 Agreement starts **Agreement ends**
3 Number of bedrooms **4 Type of dwelling**

Residential tenancy	<input type="checkbox"/> Flat/unit	<input type="checkbox"/> House	<input checked="" type="checkbox"/> Townhouse	<input type="checkbox"/> Granny Flat
	<input type="checkbox"/> Moveable dwelling/site <input type="checkbox"/> Moveable dwelling/site with electricity supplied and individually metered			

OR

Rooming accommodation	<input type="checkbox"/> Boarding house	<input type="checkbox"/> Supported accommodation	<input type="checkbox"/> Student rooming accommodation	<input type="checkbox"/> Granny Flat
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5 Type of management

Residential tenancy	<input type="checkbox"/> Owner	<input checked="" type="checkbox"/> Property manager	<input type="checkbox"/> Moveable dwelling owner/manager
	<input type="checkbox"/> Social housing organisation		
	<input type="checkbox"/> Other _____		

OR

Rooming accommodation	<input type="checkbox"/> Owner	<input type="checkbox"/> Manager/provider	<input type="checkbox"/> Real estate agent
	<input type="checkbox"/> Other _____		

6 Property manager/owner

Full name/trading name Manly Management Pty Ltd												
ABN	7	4	2	7	4	2	4	5	4	4	3	RTA ID (if known)
Postal address 1 / 190 Queens Road, Nudgee, QLD											Postcode 4014	
Phone 0490 789 570			Mobile (07) 30490 789 570				Date		Signature		DocuSigned by: Holly King 719C09499B36416...	
Email rta@manlymanagement.com.au										<input type="checkbox"/> tick if you agree to receive RTA notices by email		

14/3/2023

7 Payment method
 Cheque/money order BPAY (Payment reference will be emailed)

If you are lodging this paper Bond lodgement form, please select one of the two payment methods above. For a fast, secure and convenient transaction, tenants/residents and property managers/owners can also use the [RTA's Bond Lodgement Web Service](#) to lodge and pay the bond online in minutes using credit card, debit card or BPAY.

8 Weekly rent and bond

Total bond	Weekly rent	Bond paid with this form
<input type="text" value="\$ 2,040.00"/>	<input type="text" value="\$ 510.00"/>	<input type="text" value="\$ 40.00"/>

 Tenant receives a rent subsidy (property owner is tenant's employer) Yes

Continued on page 2

2 Bond lodgement (Form 2)Residential Tenancies and Rooming Accommodation Act 2008
(Sections 116–119)

Page 2 of 2 - Complete all pages

 New bond **OR** Existing rental bond number


Address of rental property (rooming accommodation: include room number)

81/88 Cecily St	
Kallangur, QLD	Postcode 4503

9 Tenants/residents who have paid bond money (include individual amounts)

Important: please provide a unique email address, which isn't shared with anyone else and can only be used by you. The RTA cannot record the same email address for multiple customers due to privacy and security reasons. If you provide the same email address as another RTA customer, we will communicate with you by post for future bond and tenancy transactions.

Tenant 1

First name/s Catherine May	Last name DARROCH	\$ 40.00
Date of birth / /	Phone	Mobile 0404 004 938
RTA ID (if known)	Date / /	Signature 
Email catherinedarroch@gmail.com	<input type="checkbox"/> tick if you agree to receive RTA notices by email	DocuSigned by: 7EFAE7C689CFAEB... 13/3/2023
Optional - do you identify as: (mark all that apply)		
<input type="checkbox"/> Aboriginal and Torres Strait Islander people <input type="checkbox"/> Culturally and Linguistically diverse people <input type="checkbox"/> People living with a disability		

Tenant 2

First name/s	Last name	\$
Date of birth / /	Phone	Mobile
RTA ID (if known)	Date / /	Signature
Email	<input type="checkbox"/> tick if you agree to receive RTA notices by email	
Optional - do you identify as: (mark all that apply)		
<input type="checkbox"/> Aboriginal and Torres Strait Islander people <input type="checkbox"/> Culturally and Linguistically diverse people <input type="checkbox"/> People living with a disability		

Tenant 3

First name/s	Last name	\$
Date of birth / /	Phone	Mobile
RTA ID (if known)	Date / /	Signature
Email	<input type="checkbox"/> tick if you agree to receive RTA notices by email	
Optional - do you identify as: (mark all that apply)		
<input type="checkbox"/> Aboriginal and Torres Strait Islander people <input type="checkbox"/> Culturally and Linguistically diverse people <input type="checkbox"/> People living with a disability		

The RTA is not liable for any losses that occur if you provide incorrect information.



Other languages: You can access a free interpreter service by calling the RTA on 1300 366 311 (Monday to Friday, 8:30am to 5pm).

2 Bond lodgement (Form 2)

Residential Tenancies and Rooming Accommodation Act 2008
(Sections 116–119)



Use this form to

- pay the bond (full, or part payment), or
- increase the bond (rent has been increased)

The bond can be paid to the RTA by the tenant or the property manager/owner. Once the property manager/owner receives the bond, **it must be paid to the RTA within 10 days**. It is an offence not to do so.

Paying the bond

Online | Where possible, tenants/residents and property managers/owners are encouraged to lodge the bond online using the [RTA's Bond Lodgement Web Service](#) instead of this paper form. It's fast, secure, 24/7 and supports BPAY, credit card and debit card payments.

Cheque/money order | Please post payments to the RTA – Residential Tenancies Authority, GPO Box 390, Brisbane, Qld, 4001.

BPAY | Once the RTA receives and processes this form, BPAY details will be issued for payment to be made. BPAY details will be sent via post or email (if the RTA has a consented email address on file for you). To opt in to receiving RTA emails, you can update your details using [RTA Web Services](#).

Maximum bond

Residential tenancy

- equal to 4 weeks rent (weekly rent \$700 or less)
- no limit on bond amount (weekly rent more than \$700)

Moveable dwelling (e.g. caravan)

- equal to 2 weeks rent
- when electricity is supplied and individually metered, equal to 3 weeks rent

Rooming accommodation

- equal to 4 weeks rent (weekly rent \$500 or less)
- no limit on bond amount (weekly rent more than \$500)
- if bond is paid in instalments, go to rta.qld.gov.au for details





MANLY MANAGEMENT PTY LTD


TENANCY AGREEMENT PET ANNEXURE

RENTAL PROPERTIES WITH BODY CORPORATES

<p>I acknowledge that Body Corporate By-laws regulate the keeping of pets within this Complex.</p> <p>I agree to obtain written approval from Body Corporate through Manly Management prior to allowing an animal to be kept in the Lot.</p> <p>Furthermore I understand that I cannot bring, or permit an invitee to bring, an animal onto Common Property or into the Lot.</p>	
--	--

<p>I acknowledge the keeping of approved pets is subject to the following Tenancy Agreement conditions</p> <ul style="list-style-type: none"> - Tenant/s will have carpets in the property steam-cleaned, and the property sprayed for fleas, when the property is vacated. - Tenant/s are held responsible for any damage caused by their pets and will pay the cost of any repairs of pet damage both inside the Lot and on Common Property. Tenant/s agree that all damage caused by pets is not "fair wear and tear". - Tenant/s agree that pets will only be kept downstairs or in garage or courtyard areas, and will be kept off stairs and carpets at all times. - Tenant/s will ensure that pet/s do not interfere with other residents' peaceful enjoyment. - Only approved pets specified in the tenancy agreement may be kept within the scheme land. - Permission to keep an approved pet is restricted to the animal nominated on the tenancy agreement and does not extend to replacement or additional pets. - Dogs must not be left alone in a lot overnight. - Animals should not be encouraged to toilet on common property. - Animals should not be allowed to roam unrestricted outside the lot boundary and MUST be restrained and under control when on or traversing common property. - Tenant/s agree to ensure each pet is toilet trained, and agree to pick up promptly after their pets in all areas including exclusive use courtyards. Waste must be disposed of in a hygienic manner. - Tenant/s will ensure that approved pets are securely restrained when authorised access to lots is required. - Approved pets must be kept healthy, immunised and free from diseases. Immunisation certificates must be made available on request. - Approved pets must have current registration where required under local government by- laws. Proof of registration must be made available on request. 	
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<p>I acknowledge the Body Corporate may rescind approval for keep pets on scheme land should the terms and conditions not be upheld.</p> <p>I acknowledge that failure to adhere to conditions on keeping a pet is a breach of the Tenancy Agreement – tenancy will be terminated in the event a Breach Notice remains un-remedied pursuant to Queensland tenancy regulations.</p>	
--	--

Signatures/s	<p>DocuSigned by:</p>  <p>7EF4E7C69BCF4EB...</p>
Date	13/3/2023

GENERAL TENANCY AGREEMENT Annexure A

SPECIAL CONDITIONS FORMING PART OF MANLY MANAGEMENT LEASE AGREEMENTS:

- CARPETS** Carpets must be steam cleaned by a professional carpet cleaner on vacating the premises and must be maintained clean throughout the tenancy to prevent damage. Any staining or damage must be reported to the Manager.
- CLEANING** The unit must be cleaned to a professional bond-cleaning standard on vacating the premises. When vacating, the MM Exit Cleaning Requirements should be used as a cleaning guide, however additional cleaning items may be required on a case-by-base basis. All rubbish must be removed from the premises, and bins, if provided, left empty, clean and disinfected. Additional charges will apply for the removal of rubbish, spot cleaning if required to meet the exit cleaning standards, or if smoking or other odours are evident requiring additional treatment.
- PEST CONTROL** The landlord ensures the property is free from pests prior to the tenant taking occupancy of the unit, and any pest issues are documented and agreed on the Entry Condition Report. At the landlord's discretion, an annual pest spray may also be arranged, in which case the tenant will be permitted to opt-out. The tenant must maintain the property free from pests throughout the tenancy, and maintain the property to a clean standard as to not attract pests into the property. The tenant must return the property free from pests when the unit is vacated.
- PETS** In some instances the keeping of pets MAY be allowed subject to the approval of the Body Corporate and the landlord. **Permission must be sought in a written application submitted through management** and may be given on the condition that animals do not harm property, or threaten or cause annoyance to other residents. Dogs should not be encouraged to toilet on common property and **MUST** be restrained and under control when traversing it. Cats should not be allowed to roam unrestricted outside exclusive use areas. Owners are expected to pick up promptly after their pets - within the unit, courtyard or common property - and dispose of waste in a hygienic manner. The courtyard and garden areas must be kept clear of pet waste, and the animal securely restrained when authorised access is required. Animal owners will be held responsible for any damage caused by their pets, and expected to pay the cost of associated repairs. The granting of permission to keep an animal is restricted to the animal nominated on the lease and does not extend to replacement or additional pets.
- KEYS / LOCK REPLACEMENT & LOCK OUTS** Locks are not to be changed on the premises. Replacement of lost or damaged keys / garage remote controllers will be at the tenant's expense as will be the replacement of locks made necessary by any action or oversight by the tenant. In the event of a lock-out which requires the manager to provide access to a rental unit after hours, a charge may apply. Contact the manager about security issues.
- BY-LAWS** Parking and other issues are regulated by Body Corporate by-laws. (copy provided) **Please familiarise yourself with these by-laws and heed advisory signs. RESIDENTS ARE NOT PERMITTED TO PARK IN VISITOR CARPARKS.**
- SAFETY OF CHILDREN** Children playing on Common Property should be accompanied by an adult exercising effective control over them. The riding of skateboards, bikes & scooters, or the use of remote-controlled devices, skates, roller blades or similar devices on roads & driveways in the complex is not permitted.
- SMOKE ALARMS** Tenants must not interfere with the correct working of smoke alarms. Smoke alarms are serviced prior to each tenancy and checked at inspections. Should the alarm "chirp", new batteries are required in all alarms. This is a tenant responsibility. Please advise the Manager promptly of problems with smoke alarms.
- INSURANCE** The tenant must not do or allow anything to be done that would invalidate any insurance policy for the premises or increase the premium of the policy. If the tenant does accidental damage to the property and the lessor wishes to claim on his insurance policy, the lessor may ask the tenant to pay the 'excess' on the policy. **It is the tenant's responsibility to insure their own property and possessions by way of personal contents insurance.**
- BOND** Bond monies will not be refunded until the premises have been vacated, inspected and returned to entry condition, due wear and tear excepted. All debts of the tenancy must be settled.
- NEW OCCUPANTS** Owners set a maximum number of occupants for units which must be enforced. Alterations to the list of proposed occupants must receive prior approval from the manager and be registered at the office.
- INSPECTIONS** The agent will inspect the premises on behalf of the owner 1 month into the tenancy, and at 3-monthly intervals thereafter. Due notice will be given of these inspections.
- BREAKAGES** Any items broken or damaged during the tenancy must be repaired/replaced at the tenant's expense.
- DAMAGE** Any damage must be repaired in a workmanlike manner to a high standard.

LAWNS & GARDENS

The tenant is responsible for keeping any grass regularly & neatly trimmed, fertilized and weed free, and any gardens or shrubs weed-free, trimmed, fertilized and mulched. Failure to maintain lawns & gardens as specified is a breach of the Tenancy Agreement.

Where a yard maintenance agreement has been made, Manly Management undertakes to perform this work on behalf of the tenant. The tenant acknowledges that, for this purpose, Manly Management staff may enter the premises to carry out lawn mowing or garden maintenance up to one time per week during the months of September to March and up to one time per 2 weeks during the months of April to August. The lessor and the tenant acknowledge and agree that this arrangement is an agreement to allow the lessor's agent to enter the premises in accordance with Sections 192(1)(b) and (j) and 195(1a & b) of the Residential Tenancies Act 2008.

BREAKING LEASE

In the event of the tenant breaking the terms of the lease, whether intentionally or by default, the tenant herein agrees to:

1. Pay a reletting fee to the agent equal to one weeks rent (plus GST) for the service of providing a suitable replacement tenant.
2. Pay rent up until such time as a replacement tenant commences to pay the rent, or until the date of the termination of the tenancy agreement, whichever is sooner.
3. Meet the payment of advertising expenses; unit cleaning; carpet cleaning & pest control; to facilitate a re-let.
4. Pay rent until all keys and remote controls are returned to the agent's office.
5. Notify the agent in writing a minimum of two (2) weeks in advance of vacating premises.

END OF TENANCY

The tenant acknowledges that the notice of their intention to leave may only be given by delivering a completed Form 13 to the lessor's agent, giving **14 days clear notice**. The agent will provide the tenant with a Tenant's Information & Vacating Procedure.

The tenant agrees to return keys to office by 4PM on final day of tenancy.

The tenant agrees to a joint pre-exit inspection on the day preceding return of vacant possession to identify outstanding cleaning and repair items.

The tenant agrees to a joint exit condition inspection at end of tenancy for completion of the Exit Condition Report by the tenant, and agreement by the manager, at the time of vacant possession.

Should the property not be presented in entry condition (due wear and tear excepted) at the time of vacant possession, the agent will advise the tenant of the discrepancies which remain the tenant's responsibility. Work will be done at the tenant's expense if the tenant is unable to rectify these issues themselves before lease end date. Compensation equal to daily rent is payable by the outgoing tenant beyond the tenancy end date until the premises is satisfactorily returned to entry condition. To avoid any delays with bond payment at the end of the tenancy, the agreed cleaning schedule must be adhered to.

FORWARDING ADDRESS

The tenant agrees to provide the lessor's agent in writing with a reliable contact address and phone number at the end of the lease or on quitting the premises earlier as the circumstances arise.

NO SMOKING

There is to be no smoking in rental properties. Additional cleaning costs may be incurred if this rule is ignored or if discernible smoke odours are present in the unit on exit.

WATER

In the situation where units are individually metered and such meters individually read, tenants are responsible for payment of water usage charges based on invoices prepared from quarterly readings of the meter specific to their unit. An initial reading agreed upon in the 1a Entry Condition report will represent the start value for calculations. Notice will be given that meters are to be read to allow verification by tenants. The water supplier per-kilolitre charging rates will be used in to calculate invoices for landlord reimbursement.

RUBBISH

Individual wheelie bins, if issued, are to be removed from designated collection points promptly within 24 hrs and stored out of sight within lots. Bins must be kept clean such that offence to residents is minimised. Rubbish may only be disposed in bins in accordance with local council regulations. Hard rubbish not suitable for bins must be disposed of at the tip by the tenant and must not be left beside bins or in bin areas.

I/We hereby acknowledge that I/We have read and understood the special conditions stated and understand they form part of the lease agreement. All lessees are required to sign agreement to these conditions.

Tenants:  _____
7EF4E7C69BCF4EB...

Manager:  _____ Date: 13/3/2023
719C09499B36416...

Cleaning agreement document for exiting tenants

General – through house	<input type="checkbox"/>	Arrange for professional cleaning of carpets.
	<input type="checkbox"/>	Treat smoke and/or cooking odours by wiping <u>all</u> walls over with dilute bleach solution. Otherwise spot clean marks off walls & light switches in all rooms.
	<input type="checkbox"/>	Wash & polish windows & glass doors inside & out where possible. Remove & wash screens if possible, otherwise vacuum/dust & wipe clean with damp cloth.
	<input type="checkbox"/>	Remove dust & marks from skirting boards, window frames, window sills, architraves, top & both sides of doors, staircase, rails and all other fittings.
	<input type="checkbox"/>	Remove all cobwebs, insect marks and nests.
	<input type="checkbox"/>	Clean all blinds with warm, soapy water & wipe dry.
	<input type="checkbox"/>	Clean light fittings. Ensure blown bulbs are replaced & all lights work. Clean fans. Clean air conditioner filter, grill & outlets.
	<input type="checkbox"/>	Vacuum & mop all non-carpeted floors. Remove marks without scratching.
	<input type="checkbox"/>	Vacuum all sliding door, cupboard & window tracks. Clean tracks of all debris & marks.
	<input type="checkbox"/>	Clean inside, outside and on top of all cupboards including around door handles. Clean all drawers inside & outside.

Kitchen	<input type="checkbox"/>	Remove cooking residue from hob. Clean & polish with recommended cleaner.
	<input type="checkbox"/>	Clean inside & outside of oven door including glass; clean inside oven including griller, removable trays & racks, light, base, sides & back of oven. Ensure no residual cleaner remains.
	<input type="checkbox"/>	Clean refrigerator space.
	<input type="checkbox"/>	Run cleaning cycle with recommended cleaning product through dishwasher following manual instructions. Wipe out inside, replace all fittings in original position. Clean marks from door.
	<input type="checkbox"/>	Remove filter from rangehood. Clean internal fan. Clean filter (dishwasher) & replace. Clean marks & grease residue from rangehood exterior. Check light is clean & working.
	<input type="checkbox"/>	Clean sink, especially drainer, drain holes & tap ware. Clean strainer/bung & replace in drain in open position.

Bathroom/ Toilets	<input type="checkbox"/>	Clean bath, basin &/ or shower recess with recommended cleaner. Remove soap residue, mould & water marks from tiles & shower screens. Clean drain holes & tap ware. Clean plugs & leave beside basin.
	<input type="checkbox"/>	Clean & polish mirror, towel rails, toilet roll & soap holders.
	<input type="checkbox"/>	Remove toilet cleaner blocks & discard. Disinfect & thoroughly clean toilet.
	<input type="checkbox"/>	Clean skylight/exhaust fan if applicable.

Laundry	<input type="checkbox"/>	Clean washing machine space, especially walls & floor.
	<input type="checkbox"/>	Clean inside, outside & around laundry tub with stainless steel cleaner; clean floor, walls & door of cabinet. Clean tap ware, drain hole & plug. Place plug near tap.
	<input type="checkbox"/>	Clean light & exhaust fan if applicable.

Garage	<input type="checkbox"/>	Sweep, hose & remove any oil residue from garage floor & front driveway.
	<input type="checkbox"/>	Remove marks from walls. Clean windows, light & blinds.
	<input type="checkbox"/>	Dust inside & wash outside roller door. Close & lock door.
Outdoor	<input type="checkbox"/>	Sweep & tidy courtyard & paths. Remove rubbish. Check drains are clear.
	<input type="checkbox"/>	Remove cobwebs & insect marks & nests from outside walls, eaves, windows.
	<input type="checkbox"/>	Clean exterior lights.
	<input type="checkbox"/>	Remove all items from mailbox before locking.

CLEANING AGREEMENT

Name of Operator: _____

Business Name: _____ ABN _____

Lic. No. _____ Contact no. _____

Business Address: _____

I agree to provide a professional cleaning service to _____ (name of tenant) for the items checked above at the premises located at

Business Address: _____

on _____ (date) at _____ (time).

I anticipate that the job will require approximately _____ hours.

Items not checked on the above list remain the sole responsibility of the tenant.

Signed: _____

Tenant: _____

(Cleaning Contractor)



Queensland
Government

Department of Housing and Public Works

**Form 16—Inspection
Certificate/Aspect Certificate/QBCC
Licensee Aspect Certificate**

Version 5 – July 2017

NOTE: This form is to be used for the purposes of section 10(c) and 239 of the *Building Act 1975* and/or sections 32, 35B, 43, 44 and 47 of the *Building Regulation 2006*.

1. Indicate the type of certificate

The stages of assessable building work are listed in section 24 of the *Building Regulation 2006* or as conditioned by the building certifier.

An aspect of building work is part of a stage (e.g. waterproofing).



Inspection Certificate for



Stage of building work (for single detached class 1a or class 10 building or structure)

(indicate the stage)



Aspect of building work

(indicate the aspect)

Plumbing and Drainage



QBCC Licensee Aspect Certificate

Scope of the work

Scope of the work covered by the license class under the *Queensland Building and Construction Commission Regulation 2003* for the aspect being certified, e.g. scope of work for a waterproofing license is "installing waterproofing materials or systems for preventing moisture penetration". An aspect being certified may include "wet area sealing to showers".

Installation of Hot water Heat Pump – 5th July 2020

Certification of the installation of water saving devices, as per the requirements of QDC MP 4.1

2. Property description

The description must identify all land the subject of the application.

The lot and plan details (e.g. SP/RP) are shown on title documents or a rates notice.

If the plan is not registered by title, provide previous lot and plan details.

Street address (include no., street, suburb/locality and postcode)

88 Cecily Street, Kallangur

Stage 1 and 2, Units 1 – 42 and Units 90-107

Postcode 4503

Lot and plan details (attach list if necessary)

Lot 903 SP 303663

In which local government area is the land situated?

Moreton Bay Regional Council

3. Building/structure description

Building/structure description

New Dwelling

Class of building/structure

1a - Dwelling

LOCAL GOVERNMENT USE ONLY

DATE RECEIVED

REFERENCE NUMBER/S

<p>4. Description of component/s certified Clearly describe the extent of work covered by this certificate, e.g. all structural aspects of the steel roof beams.</p>	<p>All shower roses have a minimum of 3 star water efficient labelling and standards rating.</p> <p>All toilet cisterns have a minimum 4 star water efficient labelling and standards rating and are compatible with the size of the toilet bowl to allow proper function of the toilet.</p> <p>All tapware has a minimum 3 star water efficiency labelling and standards rating for taps serving Laundry tubs, kitchen sinks and basins.</p> <p>Install hot water heat pump.</p>
<p>5. Basis of certification Detail the basis for giving the certificate and the extent to which tests, specifications, rules, standards, codes of practice and other publications, were relied upon.</p>	<p>Building Act 1975 (as amended)</p> <p>Building Regulation 2006</p> <p>NCC 2016, V1 and referenced Standards.</p> <p>QDCMP 4.1 and local authority requirements for sustainable buildings.</p> <p>As per AS3500, Council requirements and approved hydraulic drawings.</p>
<p>6. Reference documentation Clearly identify any relevant documentation, e.g. numbered structural engineering plans.</p>	
<p>7. Building certifier reference number and development approval number</p>	<p>Building certifier reference number</p> <p>Development approval number PL370/2019/SPMSEW</p>
<p>8. Building certifier, competent person or QBCC licensee details</p> <p>A competent person must be assessed as competent before carrying out the inspection.</p> <p>The builder for the work cannot give a stage certificate of inspection.</p> <p>A competent person is assessed by the building certifier for the work as competent to practice in an aspect of the building and specification design, because of the individual's skill, experience and qualifications. The competent person must be registered or licensed under a law applying in the State to practice the aspect.</p> <p>If no relevant law requires the individual to be licensed or registered, the certifier must assess the individual as having appropriate experience, qualifications or skills to be able to give the help.</p> <p>If the chief executive issues any guidelines for assessing a competent person, the building certifier must use the guidelines when assessing the person.</p>	<p>Name (in full) Daniel O'Brien</p> <p>Company name if applicable Baywater Plumbing</p> <p>Contact person Daniel</p> <p>Phone no. (business hours) Mobile no. 0400 788 434</p> <p>Fax no.</p> <p>Email address daniel@baywaterplumbing.com.au</p> <p>Postal address 38 Boronia Cres Marcoola Postcode 4564</p> <p>Licence class Plumbing and Drainage</p> <p>Licence number 21804</p> <p>Date approval to inspect received from building certifier</p>
<p>9. Signature of building certifier, competent person or QBCC licensee</p> <p>Note: A building certifier must sign this form for temporary swimming pool fencing under section 4 of Schedule 1 of QDC MP 3.4.</p>	<p>Signature Dobrien</p> <p>Date 24/09/2020</p>


**FORM 23
POOL SAFETY CERTIFICATE**

A pool safety certificate is required in Queensland when selling or leasing a property with a regulated pool. This form is to be used for the purposes of sections 246AA and 246AK of the *Building Act 1975*.

1. Pool safety certificate number

 Certificate number:
2. Location of the swimming pool

Lot/s on plan details are usually shown on the title documents and rates notices

Street address:

Postcode

Lot and plan details: Local government area:

3. Exemptions or alternative solutions for the swimming pool (if known and applicable)

If it is known that an exemption or alternative solution is applicable to the swimming pool please state this. This will help provide pool owners with a concise and practical explanation of the exemption or alternative solution. It will also help to ensure the ongoing use of the pool and any future modifications do not compromise compliance with the pool safety standard.

4. Shared pool or non-shared pool

 Shared pool

 Non-shared pool
5. Pool safety certificate validity

 Effective date: / /


 Expiry date: / /
6. Certification

This certificate states that the pool safety inspector has inspected the regulated pool and is satisfied that the pool is a complying pool under the *Building Act 1975*.

I certify that I have inspected the swimming pool and I am reasonably satisfied that, under the *Building Act 1975*, the pool is a complying pool.

Name:

Pool safety inspector licence number:

Signature: 

Other important information that could help save a young child's life

It is the pool owner's responsibility to ensure that the pool (including the barriers for the pool) is properly maintained at all times to comply with the pool safety standard under the *Building Act 1975*. Gates and doors giving access to the pool must always be kept securely closed while they are not in use. High penalties apply for non-compliance. It is essential that parents and carers carefully supervise young children around swimming pools at all times. Parents should also consider beginning swimming lessons for their young children from an early age. Please visit www.qbcc.qld.gov.au/home-building-owners/pool-safety for further information about swimming pool safety. This pool safety certificate does not certify that a building development approval has been given for the pool or the barriers for the pool. You can contact your local government to ensure this approval is in place.

Privacy statement

The Queensland Building and Construction Commission is collecting personal information as required under the *Building Act 1975*. This information may be stored by the QBCC, and will be used for administration, compliance, statistical research and evaluation of pool safety laws. Your personal information will be disclosed to other government agencies, local government authorities and third parties for purposes relating to administering and monitoring compliance with the *Building Act 1975*. Personal information will otherwise only be disclosed to third parties with your consent or unless authorised or required by law.

RTI: The information collected on this form will be retained as required by the *Public Records Act 2002* and other relevant Acts and regulations, and is subject to the Right to Information regime established by the *Right to Information Act 2009*.

This is a public document and the information in this form will be made available to the public.

LINX RESIDENCES – 88 CECILY STREET, KALANGUR**SCHEDULE C BY-LAWS****DEFINITIONS**

In these by-laws, the following words have the following meaning, unless the context otherwise requires:

“Act” the *Body Corporate and Community Management Act 1997* as amended from time to time. If the Act is repealed, then the replacement Act.

“Approved Drawings” or **“Approved Drawings and Documents”** means the drawings, plans and related documents as approved under the terms of the Council Decision Notice made on 10 April 2018 (Reference DA/34568/2017/V2M) including all further permits and/or documents requiring approval under that decision notice and any future amendments made to that decision notice.

“Body Corporate” means the Body Corporate created upon the establishment of the Scheme pursuant to the Act.

“Body Corporate Manager” means the person, its officers, employees, agents or contractors appointed by the Body Corporate at any time pursuant to the Act as the manager of the Body Corporate.

“Building/s” means the building/s and all improvements comprised in the Development (including the buildings of which the Lots will be a part).

“Building Manager” means the person, its officers, employees, agents or contractors appointed by the Body Corporate at any time in writing to act as the Service Contractor for the Scheme as that term is defined in the Act for the better management, control, use and enjoyment of the Common Property and for the better exercise and performance of the Body Corporate’s powers and duties.

“Committee” means the Body Corporate Committee appointed pursuant to the Act.

“Common Property” means the common property created upon establishment of the Scheme and being so much of the Building and Scheme Land which is not comprised in any Lot.

“Council” means the Moreton Bay Regional Council.

“Decision Notice” means the Council Decision Notice specified in the Approved Drawings and Documents.

“Development” means the residential complex comprising of one hundred and seven (107) lots for residential purposes, facilities and the Common Property of the Scheme.

“Lot” means a lot in the Scheme.

“Occupier” means the Owner or a person or entity who occupies or uses a Lot with the consent of the Owner.

“Original Owner” means Linxdev Pty Ltd A.C.N 622 736 252, its nominees, assigns and successors in title and where the context requires, any related entity of the original owner.

“Owner” means the registered Owner from time to time of a Lot.

“Owner’s Invitees” or **“Invitees”** means each of the Owners or if the case may be the Occupiers officers, employees, agents, visitors, invitees, lessees, licensees, contractors and other claiming through or under the Owner or Occupier.

“Regulation Module” means the *Body Corporate and Community Management (Accommodation Module) Regulation 2008*.

“Scheme” means the Linx Residences Community Titles Scheme established pursuant to the Act.

LINX RESIDENCES – 88 CECILY STREET, KALANGUR

“Scheme Land” means all the land referred to in the Building Format Plans for the Scheme.

RULES FOR INTERPRETATION

In these by-laws unless the context indicated a contrary intention:-

- (a) references to any right, power or authority of the Body Corporate or Committee to do any thing extend to all people authorised by them;
- (b) references to a Lot, the Common Property, Building, Land or to any thing includes any part of it;
- (c) any obligation on an Owner not do any act or thing includes an obligation not to permit such act or thing to be done and to prevent such act or thing being done by the Occupiers and Owner’s Invitees;
- (d) any obligation on an Owner to do any act or thing includes an obligation to ensure such act or thing is done by the Occupiers and Owner’s Invitees;
- (e) words denoting the singular include the plural number and vice versa;
- (f) words importing a gender include any gender;
- (g) words denoting a natural person include companies, partnerships, trusts, or bodies corporate;
- (h) headings are for convenience only and do not affect the interpretation of these by-laws;
- (i) derivatives of any word or expression defined in these by-laws will have a corresponding meaning;
- (j) any notice to be given or any consent or approval required to be obtained from the Body Corporate or Committee under these by-laws must be given to obtained in writing; and
- (k) anything to be done by the Body Corporate may be done by the Committee if authorised by the Act.

BY-LAWS

1. Car Parks

- (a) The following vehicles are permitted to be parked in a Lot's car park either forming part of the Lot or allocated to the Lot by way of exclusive use (“Car Park”): motor car or motor bike.
- (b) The Occupier of a lot must not, without the Body Corporates’ written approval:-
 - (i) park a vehicle, or allow a vehicle to stand on the Common Property;
 - (ii) permit an invitee to park a vehicle, or allow a vehicle to stand, on the Common Property, except for designated visitor parking which must remain available at all times for the sole use of visitors’ vehicles.
- (c) An approval under **by-law 1(b)** must state the period for which it is given, with the exception of designated visitor parking.
- (d) However, the Body Corporate may cancel the approval by giving 7 days written notice to the Occupier, with the exception of designated visitor parking.
- (e) The following vehicles are only permitted to be parked in a Lot’s Car Park after obtaining the written approval of the Committee: boat, trailer, caravan, campervan or mobile home.

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LINX RESIDENCES – 88 CECILY STREET, KALANGUR

- (f) An Owner or Occupier must not reside in a caravan, campervan or the like parked on Common Property or the Lot or the Lot's Car Park at any time whatsoever.
- (g) The Body Corporate has the authority of the Owner of a Lot and is empowered to organise cleaning services for the Car Parks forming part of a Lot or the subject of exclusive use area/s except where the Car Park is an enclosed garage and to pay for any such service out of administration fund levies.

2. Roads and Other Common Property

An Owner or Occupier shall not:-

- (a) obstruct the roadways, pathways, drives and other Common Property and any easement giving access to the Land or be used by them for any purpose other than the reasonable ingress and egress to and from their respective Lots or a Lot's Car Park;
- (b) park a vehicle, or allow a vehicle to stand, on the Common Property, unless that part of the Common Property is allocated to their Lot by way of exclusive use for the purpose of a car park;
- (c) drive or permit to be driven any vehicle in excess of two (2) tonnes weight onto or over the Common Property other than such vehicles necessary to complete the construction and/or occupation of any Building erected on the Land, and any vehicles entitled by any statute and/or local authority ordinances;
- (d) permit any Invitees' vehicles to park or allow a vehicle to stand on the Common Property, except for the designated visitor car parks which must remain available at all times for the sole use for visitors for the purpose of casual car parking;
- (e) exceed the Speed Limit signed throughout the Development;
- (f) allow children under the age of thirteen (13) to cycle, skateboard, rollerblade or scooter on the roadways, pathways, drives and other Common Property unless they are accompanied by an adult Owner or Occupier exercising effective control and supervision over them and any such activity is to be in accordance with applicable Legislation (*Transport Operations Road Use Management - Road Rules Regulation 2009*), at the time as if the roadway within the Common Property was a public roadway; and
- (g) allow service vehicles used by tradesmen, builders or contractors working on Lots be parked or driven on the Common Property between the hours of 6.00pm and 7.00am each day. The Owner or Occupier of a Lot must ensure that the roadways are cleaned at the end of each day where a vehicle driven by a builder tradesmen or contractor invited onto the Common Property by the Owner or Occupier leaves marks, debris or other material on the roadway.
- (h) For the purpose of this **by-law 2** the term "**Speed Limit**" means 15km per hour or such speed limit nominated by the Committee from time to time.

3. Obstruction

An Owner shall not obstruct lawful use of the Common Property by any person.

4. Damage to Common Property

An Owner shall not:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon the Common Property; or
- (b) except with the consent in writing of the Committee, use for his own purposes as a garden any portion of the Common Property;

LINX RESIDENCES – 88 CECILY STREET, KALANGUR

- (c) mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property unless written approval is given by the Committee.

5. Depositing Rubbish etc. on Common Property

An Owner shall not deposit or throw upon the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of any other Owner or Occupier or any person lawfully using the Common Property.

6. Garbage Disposal

An Owner shall:

- (a) save where the Body Corporate provides some other means of disposal of garbage, maintain within their Lot, or on such part of the Common Property as may be authorised by the Body Corporate, in clean and dry condition and adequately covered, a receptacle for garbage;
- (b) where individual refuse and recycle bins are provided, transfer those bins to the bin collection points on collection day, retrieve them after collection and return them to their respective storage places on the same day;
- (c) only dispose of rubbish in ways approved by or specified by the Committee;
- (d) comply with all local authority by laws and ordinances relating to the disposal of garbage;
- (e) ensure that the health, hygiene and comfort of the Owner or Occupier of any other Lot is not adversely affected by their disposal of garbage;
- (f) shall not restrict access to the Common Property by the Council or Body Corporate, or their contractors or workmen, in collecting and disposing of rubbish;
- (g) not place any object or item in the serviced bulk bins (if any) or in the general vicinity of the serviced bin enclosures (if any) which is inappropriate or which might break or shatter or cause damage or injury to the serviced bulk bins or their enclosure. Any damage or blockage to the serviced bulk bins or their enclosure resulting from misuse or negligence shall be borne by the relevant Owner whether caused by the actions of the Owner, Occupiers or Invitees.

7. Appearance of Buildings

- (a) The Committee has established rules and standards (including specifications) in relation to items affecting the appearance of a Building. An Owner must comply with any such rules and standards. Such standards included but not limited to:-
 - (i) An Owner shall not hang any washing, towel/s, bedding, clothing or other article or display any sign, advertisement, placard, banner, pamphlet or like matter on any part of their Lot or any part of an exclusive use area(s) allocated to their Lot in such a way as to be visible from the Common Property or any other Lot;
 - (ii) An Owner shall not cause to have erected any sign, advertisement, placard, banner, pamphlet or like matter on any part of the Common Property whatsoever;
 - (iii) An Owner shall not enclose balconies, terraces or courtyards (which must remain unenclosed with no shutters, glazing, louvers or similar permanent structures unless otherwise approved by the Body Corporate and Council);

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- (iv) An Owner shall not erect on their Lot or any part of the Common Property outside wireless and television aerials and satellite dishes (or similar devices) without the written permission of the Committee;
 - (v) An Owner of a Lot which contains a balcony, terrace, courtyard or garden area, pot plants or planter box is responsible for the maintenance of such balcony, terrace, courtyard or garden area, pot plant or planter box, whether it is part of the title to the Lot or part of the Lot by way of exclusive use;
 - (vi) An Owner must ensure that all trees, shrubs, creepers and plants in or on any balcony, terrace, courtyard or garden area, pot or planter box contained on their Lot or on part of an exclusive use area(s) allocated to their Lot:
 - (1) are kept and maintained in good health and condition;
 - (2) do not extend beyond the boundaries of the Lot or the exclusive use area(s) allocated to their Lot; and
 - (3) do not obstruct the views from any other Lot or interfere with the use and enjoyment of any other Lot.
 - (vii) An Owner must take care when watering or carrying out maintenance on any balcony, terrace, courtyard or garden area, pot or planter box contained on their Lot or on part of an exclusive use area(s) allocated to their Lot so as to cause minimum disturbance to any other Owner or Occupier;
 - (viii) An Owner shall not install external blinds or sun control devices upon the exterior of a Lot or on part of an exclusive use area(s) allocated to a Lot without the written permission of the Committee and if applicable, the Council;
 - (ix) An Owner shall not install externally mounted air conditioners or mechanical plant to a Lot or on part of an exclusive use area(s) allocated to a Lot without the written permission of the Committee and if applicable, the Council.
- (b) The Committee may implement any additional rules and standards as it considers appropriate.

8. Inflammable Liquids Gases or Other Materials

An Owner shall not bring to, do or keep anything in their Lot or in an exclusive use area(s) allocated to their Lot which shall increase the rate of fire insurance on any other Lot or the Common Property of the Scheme or which may conflict with the laws and/or regulations relating to fires or any insurance policy upon any other Lot or the Common Property of the Scheme or the regulations or ordinances of any public authority for the time being in force. Gas cooking barbecues are permitted within the Lots or an exclusive use area(s) allocated to the Lot.

9. Keeping of Animals

- (a) Subject to the provision of the Act an Owner shall not keep any animal upon its Lot or the Common Property without the prior written approval of the Committee.
- (b) Upon written approval of the Committee, an Owner may keep one (1) (unless otherwise approved by the Committee) cat and/or dog on the Lot on the following conditions:
 - (i) The animal must weigh less than 15kg unless otherwise approved by the Committee;
 - (ii) The animal must not disturb other Occupiers;
 - (iii) The animal must be a domesticated pet;

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- (iv) The animal must be toilet trained;
 - (v) The animal must be licensed and immunised;
 - (vi) The animal must be carried or kept on a leash whilst on Common Property other than Common Property to which the Owner of the Lot has exclusive use right;
 - (vii) The animal must wear an identification tag clearly showing the animal's Owner, address and telephone number;
 - (viii) The animal must be kept clean, quiet and controlled at all times whilst on the Lot and on a leash when on Common Property;
 - (ix) The Owner of an animal must clean up after the animal whilst the animal is on the Common Property;
 - (x) The Owner of an animal must not leave the animal alone on a balcony of a Lot overnight;
 - (xi) The Owner of an animal must not leave the animal alone inside a Lot overnight;
 - (xii) The Owner of an animal must take appropriate measures to ensure the animal is not allowed to escape onto the Common Property or any other Lot.
- (c) Subject to **by-law 9(b)**, an Owner must obtain written approval from the Committee to bring or permit an Invitee to bring an animal onto the Lot or the Common Property.
- (d) In addition to the conditions set out in **by-law 9(b)**, the Committee may implement any further conditions as it deems appropriate.
- (e) If challenged, the Owner has the onus of proof (balance of probabilities) with respect to the matters contained in this by-law. The Body Corporate may order an animal to be removed from the Lot if any conditions set out in this by-law and by the Committee are not met.

10. Auction Sales

An Owner shall not permit any auction sale to be conducted or to take place in their Lot or within any part of the Development without the prior written approval of the Committee.

11. Right of Entry

An Owner, upon receiving reasonable notice from the Body Corporate, shall allow the Body Corporate or any contractors, sub-contractors, workmen or other person authorised by it, the right of access to their Lot for the purpose of carrying out works or effecting repairs on mains, pipes, wires or connections of any water, sewerage, drainage, gas, electricity, telephone or other system or service, whether to their Lot or to an adjoining Lot.

12. Noise

- (a) An Owner shall not make or permit any noise likely to interfere in any way with the peaceful enjoyment of any other Owner or Occupier or of any person lawfully using the Common Property. In particular, an Owner shall not hold or permit to be held any social gathering in their Lot which would cause any noise which unlawfully interferes with the peace and quietness of any other Owner or Occupier, at any time of day or night and in particular shall comply in all respects with the *Noise Abatement Act 1979* and the *Environmental Protection (Noise) Policy 1997*, as amended.
- (b) In the event of any unavoidable noise in a Lot at any time, the Owner shall take all practical means to minimise annoyance to other Owners or Occupiers by closing all doors, windows

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and curtains of their Lot and also such further steps as may be within their power for the same purpose.

- (c) Invitees leaving between the hours of 10.00pm and 7.00am shall be requested by their hosts to leave quietly. Quietness also shall be observed when an Owner or Occupier returns to or leaves their Lot between the hours of 10.00pm and 7.00am.
- (d) An Owner shall not operate or permit to be operated within their Lot or any part of the Common Property any radio, two way radio, short wave radio, transmitter, telecommunications device or electronic equipment so as to interfere with any domestic appliance or apparatus (including a radio or television receiver) lawfully in use upon the Common Property or in any other Lot.

13. Use of Lots

- (a) An Owner shall not use a Lot or permit the same to be used:-
 - (i) for any purpose other than as a primary residence;
 - (ii) for any short term letting or leasing such as Air BNB; or
 - (iii) for any purpose that may cause a nuisance or hazard or for any illegal or immoral purpose or for any other purpose that may endanger the safety or good reputation of persons residing within the Development,

except for the Building Manager's lot (if any) which may be used by the Building Manger for the purposes conducting the business associated with the services described in **by-law 36** and save and except the Original Owner who may use or cause to be used any Lot in accordance with **by-law 24**.

14. Infectious Diseases

In the event of any infectious disease which may require notification by virtue of any Statute, Regulation or Ordinance happening in any Lot, the Owner of such Lot shall give written notice thereof and any other information which may be required relative thereto to the Committee and shall pay to the Committee the expenses incurred by the Committee of disinfecting the Lot and any part of the Common Property required to be disinfected and replacing any articles or things the destruction of which may be rendered necessary by such disease.

15. Alteration to Lots, Buildings and Common Property

- (a) An Owner of a Lot must not without the Committee's written approval make a change to the external or internal structure of the Lot or the external appearance of the Lot at any time.
- (b) An Owner of a Lot must not without the Committee's written approval and any conditions imposed by the Committee remove or install any hard floor surfaces unless it achieves a minimum field impact isolation class of 55 under relevant Building Code Regulations and is suitably acoustically treated.
- (c) An Owner of a Lot must not interfere with any acoustic treatments made to the Building.
- (d) An Owner of a Lot shall not construct or permit the construction or erection of any fence, pergola, screen, awning or other structure or outbuilding of any kind within or upon a Lot or on Common Property without the approval in writing of the Committee and if applicable the Council.
- (e) Any alteration made to the Common Property or any fixture or fitting attached to the Common Property by an Owner or Occupier, whether made or attached with or without the approval of the Committee, shall, unless otherwise provided by resolution of a general

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meeting or of a meeting of the Committee, be repaired and maintained by that Owner of which the aforesaid Owner was such Owner.

- (f) There shall be no external structural alterations or extensions or repainting of a Building without written approval of the Committee. An Owner shall submit to the Committee all plans and specifications for any such structural alteration or extension.
- (g) An Owner shall not alter the external colour scheme of a Building without the written approval of the Committee pursuant to a resolution of a meeting of the Body Corporate. In giving such approvals, the Committee shall ensure so far as practicable that the external colour scheme used in Buildings presents a uniform appearance when viewed from Common Property or any other Lot and complies with the Decision Notice.

16. Window Coverings / Tinting

An Owner shall not install, remove or replace any window coverings (including without limitation, a shutter, curtain, curtain backing, blind or window tinting) unless the colour and design has the written approval of the Committee. In giving such approvals, the Committee shall ensure so far as practicable that curtain backing and window tinting used in all Lots presents a uniform appearance when viewed from Common Property or any other Lot. However, the consent of the Body Corporate will not be required provided the backing of the window covering is white as seen from the exterior of the Building.

17. Maintenance of Lots and Rainwater Tanks (if any)

- (a) An Owner shall be responsible for the maintenance of their Lot and shall ensure that their Lot is so kept and maintained as not to be offensive in appearance to any other Owner or Occupier through the accumulation of excess rubbish or otherwise.
- (b) All Lots are to be so maintained as to prevent the excessive growth of grass and other vegetation making Lots unsightly, increasing fire risks or contributing to the spread of noxious weeds to other Lots.
- (c) The Body Corporate shall be responsible for the care and maintenance of the garden area between the front of the Building created on each Lot and the Common Property adjoining the roadway to ensure uniformity of appearance of all Lots within the Development.
- (d) The Owner or Occupier must maintain and ensure that any rainwater tanks installed upon their Lot or the exclusive use area allocated to a Lot are installed and, if required, appropriately screened in accordance with the Decision Notice and are kept free of mosquito larvae at all times and comply with any Council rules and regulations relating to the maintenance of rainwater tanks.

18. Replacement of Glass

Windows shall be kept clean and promptly replaced by the Owner of that Lot at their expense with fresh glass of the same kind and weight as at present if broken or cracked. This by-law does not prohibit an Owner from making a claim on the Body Corporate insurance.

19. Taps

An Owner or Occupier shall not waste water and shall see that all water taps in their Lot are promptly turned off after use. Should the Lot be unoccupied for a period of more than a month, then the stopcock on the hot water system must be turned off.

20. Water Closets and Conveniences and Fire Hydrants

- (a) The water closets and conveniences and any other water apparatus including waste pipes, drains and fire hydrants located on the Common Property shall not be used for any purposes other than those for which they were constructed and no sweepings or rubbish or other unsuitable substance shall be deposited therein.

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- (b) Any damage or blockage resulting to such water closets, conveniences, water apparatus, waste pipes, fire hydrants and drains from misuse or negligence shall be borne by the Owner whether the same is caused by their own actions or their Invitees or Occupiers.

21. Behaviour of Invitees

- (a) An Owner shall take all reasonable steps to ensure that their Invitees do not behave in a manner likely to interfere with the peaceful enjoyment of any other Owner or Occupier or of any person lawfully using the Common Property.
- (b) An Owner shall be liable to compensate the Body Corporate in respect of all damage to the Common Property or personal property vested in it caused by such Owner or their Invitees or Occupiers.
- (c) An Owner of a Lot which is the subject of a lease or licence agreement shall take all reasonable steps, including any action available to them under any such lease or licence agreement, to ensure that any Occupier or their Invitees comply with the provisions of the by-laws.
- (d) The duties and obligations imposed by these by-laws on an Owner shall be observed not only by the Owner but also by the Occupiers and the Owner's Invitees.
- (e) Where the Body Corporate expends money to make good damage caused by a breach of the Act or of these by-laws by any Owner or Occupier or Invitees or any of them, the Committee shall be entitled to recover the amount so expended as a debt in any action in any Court of competent jurisdiction from the Owner at the time when the breach occurred.

22. Notice of Defect

An Owner shall give the Committee and/or the Building Manager prompt notice of any accident to or defect in the water pipes, gas pipes, electric installations or fixtures in their Lot or any part of the Common Property which comes to their knowledge and the Committee and/or the Building Manager shall have authority by its agents or servants in the circumstances having regard to the urgency involved to examine or make such repairs or renovations as it may deem necessary for the safety and preservation of the Development and improvements contained within it as often as may be necessary.

23. Duties of the Body Corporate

- (a) The Body Corporate shall ensure that the overall appearance of the Development shall remain uniform and as such will perform the duty of the Owners to repaint the external surfaces of all Buildings requiring such repainting and will ensure that all such external surfaces are kept in a state of good repair and reasonable wear and tear, not unlike the duties of a Body Corporate constituted by the registration of a building format plan. All expenses incurred as a result of this by-law shall be paid from funds contributed to the Sinking Fund.
- (b) Authority to expend funds in excess of the prescribed amount pursuant to the Act to perform work required by this by-law may be given to the Committee by an ordinary resolution of the Body Corporate at a general meeting to which at least two quotations for the performance of this work have been tabled for consideration.
- (c) Insurance
 - (i) In addition to insurance effected pursuant to the Act, the Body Corporate shall insure and keep insured all Buildings within the Development and any improvements thereon under a damage policy to the reinstatement or replacement value thereof.
 - (ii) The Body Corporate shall effect and keep current in respect of all improvements made in the Development, property damage insurance in the joint names of those

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persons recorded from time to time on the roll as Owners of the Lots in the Scheme in an amount nominated by the Body Corporate in a general meeting from time to time. Such insurance shall be taken out with a reputable insurance company and shall cover the rebuilding and/or repair of the Buildings due to damage and destruction by fire, storm, tempest, explosion or any other occurrence usually provided for in such insurance cover.

- (iii) All insurance premiums payable by the Body Corporate under this by-law shall be paid from funds contributed to the Administrative Fund.
- (iv) An Owner shall be responsible for the insurance of Owners fixtures as defined in the Act including all electrical equipment, carpets, drapes and improvements within their Lot.

24. Display Unit

While the Original Owner remains an Owner whether by lease, licence or otherwise of any Lot, it and its officers, servants and/or agents shall be entitled to use any Lot of which it remains an Owner as a display Lot and shall be entitled to allow prospective purchasers or any other person with the authority of the Original Owner to inspect any such Lot and for such purposes shall be entitled to use such signs, advertising or display material in or about the Lot and the Development as it thinks fit. Such signs shall be attractive and tasteful having regard to the general appearance of the Development and shall not at any time and from time to time be more in terms of number and size than is reasonably necessary.

25. Instructions to Contractors etc.

An Owner or Occupier shall not directly instruct any contractors or workmen employed by the Body Corporate unless so authorised.

26. Correspondence

All complaints or applications to the Body Corporate or its Committee shall be addressed in writing to the Secretary or the Body Corporate Manager of the Body Corporate.

27. Requests to the Secretary

An Owner shall direct all requests for consideration of any particular matter to be referred to the Committee or to the Secretary and not to the Chairman or any member of the Committee.

28. Notices

An Owner and their Invitees shall observe the terms of any notice displayed in the Common Property by authority of the Committee or of any statutory authority.

29. Copy of By-Laws to be Produced Upon Request

Where any Lot or Common Property is leased or rented, otherwise than to an Owner, the lessor or, as the case may be, landlord shall upon the request of the lessee or tenant produce or cause to be produced to the lessee or tenant for their inspection a copy of these by-laws for the time being in force in respect of the Scheme.

30. Power of Committee

The Committee may make rules relating to the Common Property or any other facilities provided, not inconsistent with these by-laws and the same shall be observed by the Owners or Occupiers and their Invitees unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Body Corporate.

31. Recovery of Costs

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- (a) An Owner shall pay on demand the whole of the Body Corporate costs and expenses (including solicitor and own client costs), which amount shall be deemed to be a liquidated debt due, in recovering all and any levies or moneys duly levied upon such Owner by the Body Corporate pursuant to the Act.
- (b) Where the Body Corporate expends money to make good damage caused by a breach of the Act or of these by-laws by any Owner or Occupier or their Invitees or any of them, the Committee shall be entitled to recover the amount so expended as a debt in an action in any Court of competent jurisdiction from the Owner of the Lot at the time when the breach occurred.
- (c) Joint Liability
If, at the time a person becomes the Owner of a Lot, another person is liable in respect of the Lot to pay interest on a contribution, the Owner is jointly and severally liable with the other person for the payment of the interest.

- (d) Character of Interest

The amount of any interest is recoverable by the Body Corporate as a liquidated debt.

32. Restricted Access Areas

The Body Corporate must ensure that any parts of the Common Property used for:-

- (a) electrical substations or control panels; or
- (b) fire service control panels; or
- (c) telephone exchanges; or
- (d) swimming pool pump room; or
- (e) other services to the Lots and Common Property,

are kept locked unless there is a legal requirement to the contrary. Owners or Occupiers of a Lot may not enter or open or tamper with such areas without the consent of the Body Corporate.

33. Moving of Furniture

An Owner shall give at least twenty-four (24) hours notice to the Body Corporate or its representative before any furniture, fittings or equipment may be moved in or out of any Lot. Any such moving must be done in a manner and at the time directed by the representative of the Body Corporate PROVIDED THAT nothing restricts the movement of such items if they can be safely and adequately moved by one person and are of a nature such that damage cannot be occasioned to any items of Common Property or of property belonging to the Owner of any other Lot. The cost to repair any damage resulting from such movement shall be borne by the Owner.

34. Energy Supply

- (a) If permitted by relevant legislation governing the supply of electricity and/or gas ("Energy") the Body Corporate may:-
 - (i) cause to be established and to be maintained an electricity supply system and/or gas supply system ("System") for the Development; and
 - (ii) as an on-supplier:-
 - (1) purchase Energy from an Energy supplier; and
 - (2) on-supply Energy to Owners.

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- (b) The Body Corporate may enter into agreements, contracts, licences, leases or other arrangements of any nature in connection with:-
- (i) the supply of Energy to the Body Corporate by an Energy supplier;
 - (ii) the on-supply of Energy to Owners;
 - (iii) the installation of service infrastructure and its uses in connection with the System, including, without limitation, agreements contemplated by the Regulation Module for the Scheme setting out the basis on which charges are made for supply of Energy and the recovery of the costs to the Body Corporate of supplying that service.
- (c) The Body Corporate must calculate charges for Energy supply to Owners only as permitted under the relevant legislation governing on-supply or, if there is not applicable legislative provision, levy charges only to the extent required to ensure that the Body Corporate complies with its obligations to recover the costs of supplying the service to Owners.
- (d) If the Body Corporate charges Owners a tariff rate for the supply of Energy which is higher than the rate at which the Body Corporate purchases Energy from the supplier, any surplus funds generated in the hands of the Body Corporate as a result must be applied by the Body Corporate to its Administrative Fund in reduction of liabilities of the Body Corporate and, in this way, for the benefit of the Owners.
- (e) If the Body Corporate operates and maintains a System under this by-law, it may:-
- (i) enter into agreements with Owners for the supply of Energy through the System, setting out the terms on which the Body Corporate will charge for the provision of services under the System and recover the costs of providing that service (as required by the Act and the Regulation Module for the Scheme) including charges for:-
 - (1) Energy supply;
 - (2) installation and connection to the System;
 - (3) servicing and maintenance of the System to the extent it is utilised in the provision of the service to a particular Owner;
 - (4) disconnection and reconnection fees;
 - (5) advance payments or security deposits to be provided in connection with Energy supply through the System.
 - (ii) establish the basis of Energy charges for those Owners which are not supplied by separate meter (if any) and for any Common Property based on an estimate of consumption taking into account the number and type of fittings, points, installations, plant and equipment, and appliances and the use to which those are put by the relevant Owner or the Body Corporate;
 - (iii) establish a system of accounts and invoices in connection with the supply of Energy through the System and render those accounts to Owners as appropriate;
 - (iv) recover any amounts when due and payable from any Owner under applicable accounts rendered and if an account is unpaid by the due date:
 - (1) recover the amount of the unpaid account or accounts (whether or not a formal demand has been made) as a liquidated debt due to it in any Court of competent jurisdiction;

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- (2) recover interest on any unpaid account;
 - (3) disconnect the supply of Energy to the relevant Owner;
 - (4) charge a reconnection fee to restore Energy supply to that Owner;
 - (5) increase the advance payment or security deposit for Energy supply to the relevant Owner.
- (f) The Body Corporate is not liable for any loss or damage suffered by any Owner as a result of any failure of the supply of Energy due to breakdowns, repairs, maintenance, strikes, accidents or any other causes affecting the System.
- (g) The Body Corporate is not required to supply any Owner with Energy to any greater extent than the Energy supplier from which the Body Corporate obtains supply could provide at any given time.
- (h) Each Owner must:-
- (i) allow the Body Corporate and its agents, contractors, or employees access to any service infrastructure used in connection with Energy supply under the System;
 - (ii) comply with all requirements of the Body Corporate imposed in connection with Energy supply through the System;
 - (iii) maintain any service infrastructure used in connection with the System and which is located in or on a Lot and which is used in connection with Energy supply under the System.
- (i) Nothing in this by-law obliges an Owner to purchase Energy from the Body Corporate or limits or restricts the rights of any Owner to utilise service infrastructure under any implied easement or other right contained in the Act or other applicable legislation.

35. Bulk Supply of Utilities

The Body Corporate may at its election supply or engage another person to supply utilities to the Development and in such case the following will apply:-

- (a) "Utility" means: water (potable and non-potable), telecommunications, cable TV and the like;
- (b) The Body Corporate has the power to enter into a contract for the purchase of reticulated Utility, on the most economical basis, for the whole of the Development from any relevant Utility provider;
- (c) The Body Corporate has the power to sell reticulated Utility to each Owner or Occupier in the Development;
- (d) The Body Corporate is not required to supply to any Owner or Occupier Utility requirements beyond those requirements which the relevant Utility supplier could supply at any particular time;
- (e) The Body Corporate may charge for the Utility services (including for the installation of, and the costs associated with, infrastructure for the Utility services) but only to the extent necessary for reimbursing the Body Corporate for supplying the Utility services;
- (f) The Body Corporate may render accounts to each Owner or Occupier as appropriate;
- (g) In respect of an account which has been rendered pursuant to this by-law, then an Owner or Occupier is liable, jointly and severally with any person who was liable to pay that account when the Owner or Occupier became the Owner or Occupier of that Lot;

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- (h) In the event that a proper account for the supply of reticulated Utility is not paid by its due date for payment, then the Body Corporate is entitled to:-
 - (1) recover the amount of the unpaid account or accounts (whether or not a formal demand has been made) as a liquidated debt due to it in any Court of competent jurisdiction;
 - (2) disconnect the supply of reticulated Utility to the relevant Lot;
 - (3) recover interest on any unpaid account;
 - (4) charge a reconnection fee to restore the Utility supply to that Owner;
 - (5) increase the advance payment or security deposit for the Utility supply to the relevant Owner.
- (i) The Body Corporate is not, under any circumstances whatsoever, responsible or liable for any failure of the supply of Utility due to breakdowns, repairs, maintenance, strikes, accidents or causes of any class or description;
- (j) The Body Corporate may, from time to time, determine a security deposit to be paid by each Owner or Occupier who is connected to the supply of the reticulated Utility as a guarantee against non-payment of accounts for the supply of the reticulated Utility.
- (k) Nothing in this by-law obliges an Owner to purchase reticulated Utility from the Body Corporate or limits or restricts the rights of any Owner to utilise service infrastructure under any implied easement or other right contained in the Act or other applicable legislation.

36. Management of the Common Property and Special Privileges Use of Common Property

- (a) For as long as there is in existence an agreement with the Body Corporate:-
 - (i) for the Building Manager to provide services for the control, management and administration of the Common Property (a "Service Contractor Agreement"); and/or
 - (ii) an agreement for a letting agent for the Scheme ("Letting Agent") to provide letting and ancillary services to such Owners or Occupiers who wish to avail themselves of such services (a "Letting Agreement") then:-
 - (1) The Body Corporate will not itself, directly or indirectly, provide any of the services set out in the Service Contractor Agreement or the Letting Agreement;
 - (2) The Body Corporate will not enter into with any other person or entity an agreement similar to the Service Contractor Agreement or the Letting Agreement;
 - (3) The Building Manager and the letting agent will be entitled to erect or display signs or notices in or on the Common Property advertising any of the services they provide pursuant to the Service Contractor Agreement or the Letting Agreement;
 - (4) The Body Corporate may confer on the Building Manager and the Letting Agent special privileges in respect of part(s) of the Common Property to use same in connection with the business carried out pursuant to the Service Contractor Agreement or the Letting Agreement;
 - (5) The Body Corporate must not grant to any other person or corporation the right to conduct any business of a similar nature to the letting business from within the Development nor must the Body Corporate (or any of its members

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individually) directly or indirectly conduct or attempt to conduct any business of a similar nature to the letting business from within the Development; and

- (6) The Body Corporate must not make any part of the Common Property available to any person or corporation for the purpose of conducting a letting business.
- (b) The Body Corporate may use or authorise the use of appropriate parts of the Common Property to store equipment used for the performance of the Body Corporate's duties pursuant to the Act in respect of any Common Property. These areas (if any) may be locked and access prohibited without the authority of the Body Corporate.
37. Security for Lots
- (a) An Owner or person authorised by him is permitted to install:-
- (i) any locking or other safety device for protection of their Lot against intruders; or
- (ii) any screen or other device to prevent entry of animals or insects upon their Lot,
- provided that the locking or other safety device or, as the case may be, screen or other device is constructed in a workmanlike manner, is maintained in a state of good and serviceable repair by the Owner and does not detract from the amenity of the Building. All doors and windows to the premises shall be securely fastened on all occasions when the premises are left unoccupied and the Committee reserves the right to enter and fasten same if left insecurely fastened.
- (b) An Owner shall not disclose to any person other than any other person residing in the Development with the authority of the Owner or Occupier, the security code (if any) advised from time to time to the Owner or Occupier by the Body Corporate for security gate(s) and/or doors (if any) erected within the Development for the purposes of gaining access to any part of the Development.

38. Dividing Fences

An Owner shall not erect any fence on the Lot without the written approval of the Committee and unless the same is of a construction approved by the Committee.

39. Exclusive Use – Private Courtyard

- (a) The Owner for the time being of each Lot set out in Schedule E:
- (i) is entitled to the exclusive use and enjoyment of that part of the Common Property allocated to the Lot in Schedule E and identified on the plans attached and marked Annexure "A" ("Exclusive Use Area"); and
- (ii) may only use the Exclusive Use Area for the Purpose identified in Schedule E and on the conditions specified in **by-law 39(d)**.
- (b) The Committee may implement any further rules in relation to Exclusive Use Area allocated to the Lot as it deems appropriate.
- (c) The Owner of each Lot is responsible for the cost of the maintenance and operating costs of the Exclusive Use Area.
- (d) The Purpose identified in Schedule E has the following meaning:-
- (i) "**Car Park**" means that the Exclusive Use Area may only be used for the purposes of parking of motor vehicles and in accordance with **by-law 1**.

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(ii) **“Private Courtyard”** means that the Exclusive Use Area may only be used for the purposes of a private courtyard provided that the Owner must:-

- (1) maintain the Private Courtyard by:
 - a. ensuring any fittings, paved areas, plants and retaining walls etc. located in the Private Courtyard are kept in a clean and tidy condition and in a state of good and serviceable repair;
 - b. ensuring any plants located in the Private Courtyard are maintained in a good and healthy condition;
 - c. promptly removing any plant (if it dies) located in the Private Courtyard and replacing it with another plant of a variety approved by the Committee;
 - d. ensuring no root invasive species of plant be grown within any part of the Private Courtyard;
 - e. not removing any plant located in the Private Courtyard without the prior written approval of the Committee;
 - f. not planting any plant in the Private Courtyard without the prior written approval of the Committee;
 - g. not storing on or in the Private Courtyard any items deemed to adversely impact the appearance of the Private Courtyard and will immediately remove from the Private Courtyard any such items upon being directed to do so by the Body Corporate;
 - h. maintaining any clothes drying facilities;
 - i. maintaining in a clean and tidy condition and in a state of good and serviceable repair the garden shed located within the Private Courtyard. Any damaged caused to the garden shed by an Owner or Occupier as a result of misuse must be reported to the Body Corporate and immediately rectified by the relevant Owner at its cost.
- (2) allow access to the Private Courtyard by the Building Manager or any other service contractor engaged by the Body Corporate from time to time for the purposes of:
 - a. carrying out works and/or effect repairs on common services, such as drains, pipes, connections and services generally including, but not limited to gas, water, sewerage, easement areas, electricity and other service or systems relating to the Common Property;
 - b. reading of meters applicable to these common services where the meters and/or services are located in the Private Courtyard; and
 - c. inspection, treatment or other activity as deemed necessary by the Committee in relation to the prevention and/or management of termite (or other similar pest) infestation,

whereby access may only be reasonable obtained via the Private Courtyard.

40. Use of Swimming Pool

- (a) A swimming pool and surrounding areas (“Swimming Pool Area”) are located on the Common Property and are intended to be used for the purposes of a swimming pool and associated community and recreational purposes by Owners and Occupiers and their

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Invitees. The Body Corporate shall be responsible for the maintenance of and operating costs of the Swimming Pool Area.

- (b) The rules for use of the Swimming Pool Area located on the Common Property are as follows:-
- (i) the Swimming Pool Area may only be used between the hours of 9.00am and 9.00pm or as otherwise determined by the Committee;
 - (ii) the Swimming Pool Area may only be used by an Owner or Occupier and their Invitees accompanied by the Owner or Occupier;
 - (iii) glass items must not be taken within the Swimming Pool Area;
 - (iv) the gates surrounding the Swimming Pool Area must be closed immediately after entry or exit;
 - (v) alcoholic beverages are not taken to or consumed within the Swimming Pool Area;
 - (vi) there is to be no smoking within the Swimming Pool Area;
 - (vii) children below the age of thirteen (13) years are not permitted within the Swimming Pool Area unless accompanied by an adult Owner or Occupier exercising effective control and supervision over them;
 - (viii) persons must not allow an animal within the Swimming Pool Area;
 - (ix) Owners or Occupiers and their Invitees shall exercise caution at all times and shall not run or splash or behave in any manner that is likely to interfere with the use and enjoyment of the Swimming Pool Area by other persons;
 - (x) people using the Swimming Pool Area must use it only for its intended purposes, keep it clean and not leave it in an untidy or littered state;
 - (xi) no foreign matter, other than swimsuits, rubber flippers, protective eyewear, child floatation devices and simple snorkels are permitted within the swimming pool located in the Swimming Pool Area;
 - (xii) bathing suits must be worn at all times by people using the swimming pool located in the Swimming Pool Area;
 - (xiii) the swimming pool located in the Swimming Pool Area is for the enjoyment of all residents, and therefore boards, large inflatable/s and ball games are not permitted within the swimming pool;
 - (xiv) people using the Swimming Pool Area including the swimming pool and associated facilities (if any) therein must comply with any notice erected by the Body Corporate within the Swimming Pool Area giving direction in respect of any rules relating to the use of the Swimming Pool Area;
 - (xv) use of the Swimming Pool Area including the swimming pool and associated facilities (if any) therein by an Owner or Occupier and their Invitees is at each of their own risk;
 - (xvi) the Body Corporate has the power to pass and change rules setting minimum dress standards for people in the Swimming Pool Area.
- (c) The Body Corporate may close the Swimming Pool Area for maintenance purposes.
- (d) The Committee may implement any further rules in relation to the Swimming Pool Area as it deems appropriate.

LINX RESIDENCES – 88 CECILY STREET, KALANGUR**41. Maintenance of Swimming Pool**

An Owner shall not without proper authority operate, adjust or interfere with the operation of any equipment associated with the swimming pool located within the Swimming Pool Area or add any chemical or other substance to the same.

42. Use of Barbecue Area

(a) A barbecue and associated facilities ("Barbeque Area") are located on the Common Property and are intended to be used for the purposes of a barbecue and associated community and recreational purposes by Owners and Occupiers and their Invitees. The Body Corporate shall be responsible for the maintenance of and operating costs of the Barbeque Area.

(b) The rules for use of the Barbeque Area located on the Common Property are as follows:-

- (i) the Barbeque Area may only be used between the hours of 9.00am and 9.00pm or as otherwise determined by the Committee;
- (ii) the Barbeque Area may only be used by an Owner or Occupier and their Invitees accompanied by the Owner or Occupier;
- (iii) no use shall be made of the Barbecue Area which involves damage, inconvenience or nuisance to any Owner or Occupier or Invitee nor which causes damage to the surface, fixture or fittings of the Barbecue Area;
- (iv) alcoholic beverages are not taken to or consumed within the Barbeque Area;
- (v) there is to be no smoking within the Barbeque Area;
- (vi) persons must not allow an animal within the Barbeque Area;
- (vii) people using the Barbeque Area must use it only for its intended purposes, keep it clean and not leave it in an untidy or littered state;
- (viii) children are not permitted to use the barbecues located within the Barbeque Area;
- (ix) people using the barbecue and associated facilities located in the Barbeque Area must ensure the barbecue and tap (if any) are turned off after use;
- (x) people using the Barbeque Area including the barbecue and associated facilities located therein must comply with any notice erected by the Body Corporate within the Barbeque Area giving direction in respect of any rules relating to the Barbeque Area;
- (xi) use of the Barbeque Area including the barbecue and associated facilities located therein by an Owner or Occupier and their Invitees is at their own risk.

(c) The Body Corporate may close the Barbeque Area for maintenance purposes.

(d) The Committee may implement any further rules in relation to the Barbeque Area as it deems appropriate

43. Development Approval Conditions

The Body Corporate and Owners and Occupiers acknowledge that certain conditions of the Decision Notice apply to the Development and to the extent that all such conditions are not separately set out in this Community Management Statement or otherwise provided for by the establishment of the Scheme, the Body Corporate and Owners or Occupiers agree that they are aware of the following conditions:-

LINX RESIDENCES – 88 CECILY STREET, KALANGUR**(a) Maintain the Development**

The Body Corporate must maintain the approved Development (including but not limited to communal lighting, landscaping, retaining walls, parking, visitor car parking, privacy screening, screening of garbage bin areas, rainwater tanks, hot water tanks, gas bottles, air conditioning units and other plant enclosures, fencing, signage, driveways and other external spaces) generally in accordance with the Approved Drawings and Documents and any relevant Council engineering or other approval required by the Decision Notice.

(b) Parking Provision

(i) The Body Corporate must at all times maintain car parks within the Development consisting of:-

- (1) One (1) car park for each Lot constructed in the Development for Occupiers;
- (2) Visitors car parks including one (1) car parking space for people with disabilities as shown on the Approved Drawings.

(ii) The Body Corporate must ensure car parks, access lanes and driveways shown on the Approved Drawings are used for their intended purpose only.

(c) Bin Storage Requirements and Collection Locations

(i) The Body Corporate must maintain a waste management plan as approved by Council in accordance with the requirements of the Decision Notice.

(ii) The Body Corporate must at all times manage waste in accordance with SC 6.20 Planning Scheme Policy – Waste, as amended.

(iii) Refuse and recycling bins must be manoeuvred by Occupiers from their respective storage places to the designated internal collection point on collection day, retrieve them after collection and return them to their respective storage places on the same day.

(d) Stormwater Management Plan

(i) The Body Corporate must maintain and manage the ongoing operation of the stormwater management measures and drainage works ("Stormwater Management Systems") in accordance with the Approved Drawings and Documents ("Stormwater Management Plan").

(ii) The Stormwater Management Systems is the property of the Body Corporate.

(iii) The Body Corporate:-

- (1) is responsible for the ongoing operation and maintenance of the stormwater quality and quantity mitigation devices constructed within the Stormwater Management System ("Stormwater Management Devices") in accordance with the Stormwater Management Plan to ensure the design discharge parameters are maintained for the life of the Development;
- (2) will ensure the Stormwater Management Devices are maintained at regular intervals after commencement of the use of the lots within the Development by a suitably qualified contractor ("Maintenance Contractor") in accordance with the Stormwater Management Plan;
- (3) will obtain and ensure a certificate of compliance from the Maintenance Contractor is to be kept on site and in the Body Corporate's records and made available to Council Officers upon successful completion of each

LINX RESIDENCES – 88 CECILY STREET, KALANGUR

maintenance procedure ("Maintenance Certificates");

- (4) will ensure all Maintenance Certificates are kept on site and in the Body Corporate's records for a minimum of two (2) years;
- (5) must not alter or replace the Stormwater Management Systems or Stormwater Management Devices without the prior written approval of Council.

(e) Landscaping Requirements

The Body Corporate must at all times maintain landscaping within the Development in accordance with an approved landscaping plan for the Development prepared generally in accordance with *SC 6.12 Planning Scheme Policy – Integrate Design – Appendix D – Landscaping (Part 4 – Information to be included in a Landscape Plan)* (as amended) and the Approved Drawings and Documents.

(f) Communal Open Space and/or Recreation Areas

The Body Corporate must at all times maintain communal open spaces and/or recreation areas to cater for the need of residents as shown on the Approved Drawings and Documents ("Communal Open Space"). Unrestricted access to the Communal Open Space must be maintained for all Owners of lots within the Development.

(g) External Clothes Drying Facilities

Any external clothes drying facilities are only to be located internal to the Development and:-

- (i) are not permitted along the frontage of Cecily Street or the Road Reserve along the southern boundary of the Development where such clothes drying facilities may be visible by the public; and
- (ii) must be screened from adjoining lots within the Development and the internal road.

(h) Fire Hydrant Facilities

- (i) The Body Corporate shall be responsible for the cost of water consumption charges at the boundary meter and shall be responsible for maintaining the external Fire Hydrant Facilities serving the Development in effective operating order in the manner prescribed in Australian Standard AS1851(2013) - Routine Service of Fire Protection Systems and Equipment, as amended from time to time, for the life of the Development.
- (ii) The Body Corporate must ensure a continuous path of travel having the following characteristics is provided between the vehicle access point to the site and each external fire hydrant booster point within the Development:-
 - (1) An unobstructed width of no less than 3.5m;
 - (2) An unobstructed height of no less than 4.8m;
 - (3) Constructed to be readily traversed by a 17 tonne HRV fire brigade pumping appliance;
 - (4) An area for a fire brigade pumping appliance to stand within 20m of each fire hydrant and 8m of each hydrant booster point.

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Certificate Of Completion

Envelope Id: F0DA319749424C29B7241CBEE58FDAE6 Status: Completed
Subject: LINX Residences lot 81 lease renewal for DocuSign 13/03/2023
Source Envelope:
Document Pages: 45 Signatures: 7 Envelope Originator:
Certificate Pages: 5 Initials: 0 Concierge
AutoNav: Enabled concierge@realworks.com.au
Envelopeld Stamping: Enabled IP Address: 3.25.180.226
Time Zone: (UTC+10:00) Brisbane

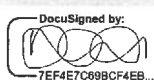
Record Tracking

Status: Original Holder: Concierge Location: DocuSign
13-03-2023 | 15:33 concierge@realworks.com.au

Signer Events

Catherine May DARROCH
catherinedarroch@gmail.com
Security Level: Email, Account Authentication (None)

Signature



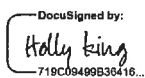
Signature Adoption: Drawn on Device
Using IP Address: 172.225.156.51
Signed using mobile

Timestamp

Sent: 13-03-2023 | 15:33
Viewed: 13-03-2023 | 16:43
Signed: 13-03-2023 | 16:44

Electronic Record and Signature Disclosure:
Accepted: 13-03-2023 | 16:43
ID: 800fddd6-cc11-4707-9a99-b0a2530df9f0

Holly King
northlakes@manlymanagement.com.au
Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style
Using IP Address: 180.150.105.62

Sent: 13-03-2023 | 16:45
Viewed: 14-03-2023 | 07:18
Signed: 14-03-2023 | 07:19

Electronic Record and Signature Disclosure:
Accepted: 14-03-2023 | 07:18
ID: 5eea730a-771c-4a18-846c-7973f832dee0

Table with 3 columns: Event Type, Status/Signature, and Timestamp. Rows include In Person Signer Events, Editor Delivery Events, Agent Delivery Events, Intermediary Delivery Events, Certified Delivery Events, Carbon Copy Events, Witness Events, Notary Events, and Envelope Summary Events.

3-61

Envelope Summary Events	Status	Timestamps
Completed	Security Checked	14-03-2023 07:19
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

3-62

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

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To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at sroberts@reiq.com.au and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to sroberts@reiq.com.au and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
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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 Rancic Property P/L TTE ATF Rancic Property Trust C/O Linnett Family Trust T/As Manly Management Pty Ltd

Address

C/- Manly Management, 88 Cecily Street		
Kallangur	QLD	Postcode 4503

1.2 Phone	Mobile	Email
0490 789 570	0490 789 570	northlakes@manlymanagement.com.au

Item 2	2.1 Tenant/s
	Tenant 1 Full name/s Catherine May DARROCH
	Phone 0404 004 938 Email catherinedarroch@gmail.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 Manly Management Pty Ltd

Address

Managers Office, 88 Cecily Street		
Kallangur	QLD	Postcode 4503

3.2 Phone	Mobile	Email
0490 789 570	0490 789 570	northlakes@manlymanagement.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"/> <input type="text"/> Facsimile Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> <input type="text"/>

4.2 Tenant/s
Email Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> <input type="text"/> Facsimile Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> <input type="text"/>

4.3 Agent
Email Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> <input type="text"/> Facsimile Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> <input type="text"/>

Item 5	5.1 Address of the rental premises
	81/88 Cecily St Kallangur QLD Postcode 4503

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

Split system AC to living & bedrooms, oven, cooktop, dishwasher, range hood, insinkerator, blinds, remote control garage door

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 19 / 11 / 2022	6.3 Ending on 19 / 05 / 2023
---------------------------------------	-------------------------------------

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 \$ 500.00 per week fortnight month See clause 8(1)

Item 8 Rent must be paid on the Inaugural 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)
 EFT - each payment in multiples of weekly or monthly amount

Details for direct credit

BSB no. 034053 Bank/building society/credit union Westpac
 Account no. 305161 Account name Manly Management Trust
 Payment reference 17081CD

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

Item 11 **Rental bond amount** \$ 2,000.00 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 NBN, any other service connected by tenant 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 Any other service stated in item 12.1
 Gas See special terms (page 8)
 Phone

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

Electricity Tenants' account, Origin Energy embedded power network (exclusive supplier)
 Gas N/A
 Phone Tenants' account, direct to supplier
 Any other service stated in item 12.1 Tenants' account, direct to supplier. NBN New Development Fee - see Special Conditions.
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 Male Bengal Cat - 8yo Number 1 Type Female Bengal Cat - 8yo Number 1

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

Electrical repairs Manly Management Phone 0490 789 570
 Plumbing repairs Manly Management Phone 0490 789 570
 Other Manly Management Phone 0490 789 570

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.
- (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.
- (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.

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.

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.

See Manly Management Annexure A
 Tenant/s agree to maintain lawns/gardens as defined in Annexure A - Lawns & Gardens.
 Tenant/s agree to clean the air conditioner filter/s every three (3) months.
 Tenant/s agree Manly Management Exit Cleaning requirements.

Tenant/s agree that animals will not be permitted into the property without prior inclusion under Tenancy Agreement Part 1 Item 17, and, completing and agreeing to Pet Annexure forming part of this Tenancy Agreement.

Lessor has made NBN available for connection at the rental premises. Any fees, including the NBN New Development Fee where applicable, will be the cost of the tenant should they wish to connect a NBN service at the premises.

Key collection appointment is agreed to be 9AM on the inaugural lease commencement date unless otherwise mutually agreed in writing.
 Key return appointment is agreed to be 4PM on the vacating date unless otherwise mutually agreed in writing, and this time the tenants agree to return a signed RTA 14A Exit Condition Report plus all keys, remotes and manuals to the office.

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

Manly Management Pty Ltd

Signature

DocuSigned by:
Kylie Patterson
719C09499638416...

Date / /
12/9/2022

Signature of tenant 1

Print name

Catherine May DARROCH

Signature

DocuSigned by:

7EF4E7C69BCF4EB...

Date / /
12/9/2022

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

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

000024881353

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...*

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)

000024881353

2 Bond lodgement (Form 2)

Residential Tenancies and Rooming Accommodation Act 2008
(Sections 116–119)



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Only tenants/residents who pay bond, and the property manager/owner, should fill out this form. Where possible, tenants/residents and property managers/owners should lodge the bond using the RTA's Bond Lodgement web service at rta.qld.gov.au instead of this form.

- New bond
 Existing rental bond number

713873634

1 Address of rental property (rooming accommodation: include room number)

81/88 Cecily St Kallangur, QLD Postcode 4503

2 Agreement starts 19 / 11 / 2022 Agreement ends 19 / 05 / 2023

3 Number of bedrooms 3

4 Type of dwelling

Residential tenancy OR Rooming accommodation	<input type="checkbox"/> Flat/unit	<input type="checkbox"/> House	<input checked="" type="checkbox"/> Townhouse
	<input type="checkbox"/> Moveable dwelling/site <input type="checkbox"/> Moveable dwelling/site with electricity supplied and individually metered		
<input type="checkbox"/> Boarding house <input type="checkbox"/> Supported accommodation <input type="checkbox"/> Student rooming accommodation			

5 Type of management

Residential tenancy OR Rooming accommodation	<input type="checkbox"/> Owner	<input checked="" type="checkbox"/> Property manager	<input type="checkbox"/> Moveable dwelling owner/manager
	<input type="checkbox"/> Social housing organisation <input type="checkbox"/> Other _____		
<input type="checkbox"/> Owner <input type="checkbox"/> Manager/provider <input type="checkbox"/> Real estate agent <input type="checkbox"/> Other _____			

6 Property manager/owner

Full name/trading name Manly Management Pty Ltd														
ABN	7	4	2	7	4	2	4	5	4	4	3	RTA ID (if known)	074339587	
Postal address 1 / 190 Queens Road, Nudgee, QLD												Postcode	4014	
Phone 0490082360			Mobile 0475 512 639			Date 12/09/2022			Signature		DocuSigned by: Kylie Patterson 719C09499B36416...			
Email RTA@manlymanagement.com.au										<input type="checkbox"/> tick if you agree to receive RTA notices by email		12/9/2022		

7 Payment method

- Cheque/money order BPAY (Payment reference will be emailed)

If you are lodging this paper Bond lodgement form, please select one of the two payment methods above. For a fast, secure and convenient transaction, tenants/residents and property managers/owners can also use the RTA's Bond Lodgement Web Service to lodge and pay the bond online in minutes using credit card, debit card or BPAY.

8 Weekly rent and bond

Total bond Weekly rent Bond paid with this form
\$ 2,000.00 \$ 500.00 \$ 320.00

Tenant receives a rent subsidy (property owner is tenant's employer) Yes

9 Tenants/residents who have paid bond money (include individual amounts)

First name/s Catherine May		Last name DARROCH		\$ 320.00
Date of birth / /	Phone		Mobile 0404 004 938	
RTA ID (if known) 074339587		Date / /		Signature
Email catherinedarroch@gmail.com		<input type="checkbox"/> tick if you agree to receive RTA notices by email		DocuSigned by: 7EFAE7C8B8CFAEB... 12/9/2022
First name/s		Last name		\$
Date of birth / /	Phone		Mobile	
RTA ID (if known)		Date / /		Signature
Email		<input type="checkbox"/> tick if you agree to receive RTA notices by email		

If more than 2 tenants/residents complete a second form.

The RTA is not liable for any losses that occur if you provide incorrect information.

The RTA is collecting your personal information for the purpose of carrying out the RTA's functions under the Residential Tenancies and Rooming Accommodation Act 2008 and may provide your information to QCAT and other bodies. For more information see RTA website.

2 Bond lodgement (Form 2)

Residential Tenancies and Rooming Accommodation Act 2008
(Sections 116–119)

Use this form to

- pay the bond (full, or part payment), or
- increase the bond (rent has been increased)

The bond can be paid to the RTA by the tenant or the property manager/owner. Once the property manager/owner receives the bond, **it must be paid to the RTA within 10 days**. It is an offence not to do so.

Paying the bond

Online | Where possible, tenants/residents and property managers/owners are encouraged to lodge the bond online using the RTA's [Bond Lodgement Web Service](#) instead of this paper form. It's fast, secure, 24/7 and supports BPAY, credit card and debit card payments.

Cheque/money order | Please post payments to the RTA – Residential Tenancies Authority, GPO Box 390, Brisbane, Qld, 4001.

BPAY | Once the RTA receives and processes this form, BPAY details will be issued for payment to be made. BPAY details will be sent via post or email (if the RTA has a consented email address on file for you). To opt in to receiving RTA emails, you can update your details using [RTA Web Services](#).

Maximum bond

Residential tenancy

- equal to 4 weeks rent (weekly rent \$700 or less)
- no limit on bond amount (weekly rent more than \$700)

Moveable dwelling (e.g. caravan)

- equal to 2 weeks rent
- when electricity is supplied and individually metered, equal to 3 weeks rent

Rooming accommodation

- equal to 4 weeks rent (weekly rent \$500 or less)
- no limit on bond amount (weekly rent more than \$500)
- if bond is paid in instalments, go to rta.qld.gov.au for details



General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008

Part 1 Tenancy details

Item 1	1.1 Lessor
	Name/trading name Rancic Property P/L TTE ATF Rancic Property Trust C/- Linnett Family Trust T/As Manly Management Pty Ltd

Address

C/- Manly Management, 88 Cecily Street		
Kallangur	QLD	Postcode 4503

1.2 Phone	Mobile	Email
0490 789 570	0490 789 570	northlakes@manlymanagement.com.au

Item 2	2.1 Tenant/s
	Tenant 1 Full name/s Catherine May DARROCH
Phone 0404 004 938	Email catherinedarroch@gmail.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 Manly Management Pty Ltd

Address

Manager's Office, 88 Cecily Street		
Kallangur	QLD	Postcode 4503

3.2 Phone	Mobile	Email
0490 789 570	0490 789 570	northlakes@manlymanagement.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"/>

4.3 Agent	
Email Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Facsimile Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

Item 5	5.1 Address of the rental premises	
	81/88 Cecily St	
Kallangur	QLD	Postcode 4503

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

Split system AC to living & bedrooms, oven, cooktop, dishwasher, range hood, insinkerator, blinds, remote control garage door

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 20 / 11 / 2021 6.3 Ending on 18 / 11 / 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



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Item 7 Rent \$ 420.00 per week fortnight month See clause 8(1)

Item 8 Rent must be paid on the Inaugural 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)
EFT - each payment in multiples of weekly or monthly amount

Details for direct credit

BSB no. 034053 Bank/building society/credit union Westpac
Account no. 305161 Account name Manly Management Trust
Payment reference 17081CD

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

Item 11 Rental bond amount \$ 1,680.00 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 NBN, any other service connected by tenant 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 Any other service stated in item 12.1
Gas See special terms (page 8)
Phone

Item 14 How services must be paid for Insert for each how the tenant must pay. See clause 16(d)
Electricity Tenants' account, Origin Energy embedded power network (exclusive supplier)
Gas N/A
Phone Tenants' account, direct to supplier
Any other service stated in item 12.1 Tenants' account, direct to supplier. NBN New Development Fee - see Special Conditions.
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 Male Bengal Cat - 7yo Number 1 Type Female Bengal Cat - 7yo Number 1

Item 18 Nominated repairers Insert name and telephone number for each. See clause 31
Electrical repairs Manly Management Phone 0490 789 570
Plumbing repairs Manly Management Phone 0490 789 570
Other Manly Management Phone 0490 789 570

Part 2 Standard Terms

Division 1 Preliminary

1 Interpretation

In this agreement -

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

2 Terms of a general tenancy agreement

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

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

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

3 More than 1 lessor or tenant

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

Division 2 Period of tenancy

4 Start of tenancy

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

5 Entry condition report - s 65

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

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

- (4) After the copy of the condition report is returned to the lessor by the tenant, the lessor must copy the condition report and return it to the tenant within 14 days.

6 Continuation of fixed term agreement - s 70

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

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

7 Costs apply to early ending of fixed term agreement

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

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

Division 3 Rent

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

- (1) The tenant must pay the rent stated in this agreement for item 7.
- (2) The rent must be paid at the times stated in this agreement for item 8.
- (3) The rent must be paid -
 - (a) in the way stated in this agreement for item 9; or
 - (b) in the way agreed after the signing of this agreement by -
 - (i) the lessor or tenant giving the other party a notice proposing the way; and
 - (ii) the other party agreeing to the proposal in writing; or
 - (c) if there is no way stated in this agreement for item 9 or no way agreed after the signing of this agreement - in an approved way under section 83(4).
- (4) The rent must be paid at the place stated in this agreement for item 10.
- (5) However, if, after the signing of this agreement, the lessor gives a notice to the tenant stating a different place for payment and the place is reasonable, the rent must be paid at the place while the notice is in force.
- (6) If no place is stated in this agreement for item 10 and there is no notice stating a place, the rent must be paid at an appropriate place.

Examples of an appropriate place -

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

9 Rent in advance - s 87

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

- (a) for a periodic agreement - 2 weeks rent; or
- (b) for a fixed term agreement - 1 month rent.

Note - Under section 87(2), the lessor or the lessor's agent must not require a payment of rent under this agreement in a period for which rent has already been paid.

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 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.
- (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 -
- use the premises for an illegal purpose; or
 - 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
- (3) interfere with the reasonable peace, comfort or privacy of a neighbour of the tenant; or
- (4) 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 -
- the occupation of the premises; or
 - 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 particular type of pet may be kept, only that type may be kept; or
 - a particular number of pets may be kept, only that number may be kept; or
 - 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 -
- the premises are clean; and
 - the premises are fit for the tenant to live in; and
 - the premises are in good repair; and
 - 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 -
- maintain the premises in a way that the premises remain fit for the tenant to live in; and
 - maintain the premises in good repair; and
 - 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
 - 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 -
- the lessor is the State; and
 - the non-standard items are stated in this agreement and this agreement states the lessor is not responsible for their maintenance; and
 - the non-standard items are not necessary and reasonable to make the premises a fit place in which to live; and
 - the non-standard items are not a risk to health or safety; and
 - 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.

General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008

3-85



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.

See Manly Management Annexure A

Tenant/s agree to maintain lawns/gardens as defined in Annexure A - Lawns & Gardens.

Tenant/s agree to clean the air conditioner filter/s every three (3) months.

Tenant/s agree Manly Management Exit Cleaning requirements.

Tenant/s agree that animals will not be permitted into the property without prior inclusion under Tenancy Agreement Part 1 Item 17, and completing and agreeing to Pet Annexure forming part of this Tenancy Agreement.

Lessor has made NBN available for connection at the rental premises. Any fees, including the NBN New Development Fee where applicable, will be the cost of the tenant should they wish to connect a NBN service at the premises.

Key collection appointment is agreed to be 9AM on the inaugural lease commencement date unless otherwise mutually agreed in writing.

Key return appointment is agreed to be 4PM on the vacating date unless otherwise mutually agreed in writing, and this time the tenants agree to return a signed RTA 14A Exit Condition Report plus all keys, remotes and manuals to the office.

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

Holly King

Signature

DocuSigned by:

C9E6FD885A994F5...

Date **13-10-2021**

Signature of tenant 1

Print name

Catherine May DARROCH

Signature

DocuSigned by:

7EF4E7C89BCF4EB

Date **13-10-2021**

Signature of tenant 2

Print name

Signature

Date / /

Signature of tenant 3

Print name

Signature

Date / /

General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008

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

Name/trading name Linxdev Pty Ltd ACN 622 736 252 C/- Linnett Family Trust T/As Manly Management Pty Ltd

Address

C/- Manly Management, 88 Cecily Street

Kallangur

QLD

Postcode 4503

1.2 Phone

Mobile

Email

0490 789 570

0490 789 570

northlakes@manlymanagement.com.au

Item 2**2.1 Tenant/s**

Tenant 1 Full name/s Erica May SMITH

Phone 0434 791 522

Email erica777@tpg.com.au

Tenant 2 Full name/s Dawid Venter MAARTENS

Phone 0411 629 694

Email dvmaartens@gmail.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 Manly Management Pty Ltd

Address

Manager's Office, 88 Cecily Street

Kallangur

QLD

Postcode 4503

3.2 Phone

Mobile

Email

0490 789 570

0490 789 570

northlakes@manlymanagement.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 Facsimile Yes No **4.3 Agent**Email Yes No Facsimile Yes No **Item 5****5.1 Address of the rental premises**

81/88 Cecily St

Kallangur

QLD

Postcode 4503

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

Split system AC to living & bedrooms, oven, cooktop, dishwasher, range hood, insinkerator, blinds, remote control garage door

Item 6**6.1 The term of the agreement is** fixed term agreement periodic agreement**6.2 Starting on** 17 / 8 / 2021**6.3 Ending on** 19 / 8 / 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

3-87



Item 7 Rent \$ 420.00 per week fortnight month See clause 8(1)

Item 8 Rent must be paid on the Inaugural 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)
EFT - each payment in multiples of weekly or monthly amount

Details for direct credit

BSB no. 034053 Bank/building society/credit union Westpac
Account no. 305161 Account name Manly Management Trust
Payment reference 17081ED

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

Item 11 Rental bond amount \$ 1,680.00 See clause 13

Item 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 NBN, any other service connected by tenant 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 Any other service stated in item 12.1
Gas See special terms (page 8)
Phone

Item 14 How services must be paid for Insert for each how the tenant must pay. See clause 16(d)
Electricity Tenants' account, Origin Energy embedded power network (exclusive supplier)
Gas N/A
Phone Tenants' account, direct to supplier
Any other service stated in item 12.1 Tenants' account, direct to supplier. NBN New Development Fee - see Special Conditions.
See special terms (page 8)

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

Item 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 17.1 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 Moodle - Evie Number 1 Type Shih Tzu xPoodle x Maltese - Evie Number 1

Item 18 Nominated repairers Insert name and telephone number for each. See clause 31
Electrical repairs Manly Management Phone 0490 789 570
Plumbing repairs Manly Management Phone 0490 789 570
Other Manly Management Phone 0490 789 570

DS Level 11, Midtown Centre, 150 Mary Street | GPO Box 390 Brisbane Q 4001 | t 1300 366 311 | rta.qld.gov.au
000019323654

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).
- 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.