

Part 1 Tenancy details

Item 1
1.1 Lessor

N Phillips PTY LTD
C/o- 115 Ferry Rd, Southport QLD 4215
p: C/o- +61 498 000 095
e: C/o- aaronsaliba@mcgrath.com.au

Item 2
2.1 Tenant/s

Tenant 1 - Graziano Ross Barbaro
p: +61 401 895 318
e: graziano.barbaro@boral.com.au

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 4.3

McGrath Surfers Paradise
115 Ferry Rd, Southport QLD 4215
p: +61 498 000 095
e: aaronsaliba@mcgrath.com.au

Item 4
Notices may be given to

4.1 Lessor

Email ☒ Yes ☐ No | C/o- aaronsaliba@mcgrath.com.au
Facsimile ☐ Yes ☒ No

4.2 Tenant/s

Email ☒ Yes ☐ No | graziano.barbaro@boral.com.au
Facsimile ☐ Yes ☒ No

4.3 Agent

Email ☒ Yes ☐ No | aaronsaliba@mcgrath.com.au
Facsimile ☐ Yes ☒ No

General Tenancy Agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008

Part 2 Standard terms

Division 1 Preliminary

1 Interpretation **Address of the rental premises**

In this agreement –

- (a) a reference to **1773 Old Burleigh Road, Broadbeach QLD 4218** includes for the premises stated in this agreement for item 5.2; and

- (b) a reference to **5.2 Inclusions provided** is a reference to the section in the Act with that number and goods let with the premises. Attach list if necessary.
- (c) a reference to a numbered item is a reference to the item with that number. **As per Entry Condition Report**
- (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. ☒ **Fixed term agreement** ☐ **periodic agreement**

- (2) The Act also includes on, and gives entitlements to, lessor and tenant **6.2 Starting on the 23rd of January 2020** and **6.3 Ending on the 23rd of January 2020** this term agreement is for **fixed term agreement** For continuation of tenancy agreement, see clause 6

- (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.

Rent \$910.00 per ☒ week ☐ fortnight ☐ month
Note – Some breaches of this agreement may be a breach of the Act, for example, if – See clause 8(1)

- 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 one lessor or tenant **Rent must be paid on the Friday, weekly from the 28th of December 2018**

- (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 – **Method of rent payment**
- (a) holds their interest in the tenancy as a tenant in common unless a special term states the tenants are joint tenants; and **Cash**
- (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. **Place of rent payment**
- (2) However, if no place is stated, the tenancy starts when the tenant signs or was given a right to occupy the premises. **Place of rent payment**

5 Entry condition report – s 65

- (1) The lessor or lessors, in the approved form, sign and give the tenant 1 copy of a condition report for the premises. **Rental bond amount**
- (2) The copy must be given to the tenant on or before the day the tenant occupies the premises under this agreement. **\$3640.00** See clause 12
- (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 **Part 4 of the Act** from 16 to 15 NOV 16

- (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.

Item
5

5.1 Address of the rental premises

1/173 Old Burleigh Road, Broadbeach QLD 4218

5.2 Inclusions provided.

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

As per Entry Condition Report

Item
6

6.1 The term of the agreement is

☒ fixed term agreement ☐ periodic agreement

6.2 Starting on
the 28th of December 2018

6.3 Ending on the 23rd of January 2020
Fixed term agreements only.
For continuation of tenancy agreement, see clause 6.

Item
7

Rent

Rent \$ 910.00 per ☒ week ☐ fortnight ☐ month
See clause 8(1)

Item
8

Rent must be paid on the Friday, weekly from the 28th of December 2018

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)

Cash

Details BPAY DETAILS TO FOLLOW

Item
10

Place of rent payment

BPAY DETAILS TO FOLLOW

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

Item
11

Rental bond amount

\$3640.00
See clause 13

10 Rent increases – ss 91 and 93

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

11 Application to tribunal about excessive increase – s 92

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

12 Rent decreases – s 94

Under section 94, the rent may decrease in certain situations.
Note – For details of the situations, see the information statement.

Division 4 Rental bond

13 Rental bond required – ss 111 and 116

- (1) If a rental bond is stated in this agreement for item 11, the tenant must pay to the lessor or the lessor's agent the rental bond amount –
 - (a) if a special term requires the bond to be paid at a stated time – at the stated time; or
 - (b) if a special term requires the bond to be paid by instalments – by instalments; or
 - (c) otherwise – when the tenant signs this agreement.
- Note* – There is a maximum bond that may be required. See section 146 and the information statement.
- (2) The lessor or the lessor's agent must, within 10 days of receiving the bond or a part of the bond, pay it to the authority and give the authority a notice, in the approved form, about the bond.
- (3) The bond is intended to be available to financially protect the lessor if the tenant breaches this agreement.

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

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

14 Increase in bond – s 154

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

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

Division 5 Outgoings

15 Outgoings – s 163

- (1) The lessor must pay all charges, levies, premiums, rates or taxes for the premises, other than a service charge.
Examples –
body corporate levies, council general rates, sewerage charges, environment levies, land tax
- (2) This clause does not apply if –
 - (a) the lessor is the State; and
 - (b) rent is not payable under the agreement; and
 - (c) the tenant is an entity receiving financial or other assistance from the State to supply rented accommodation to persons.

16 General service charges – ss 164 and 165

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

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

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

17 Water service charges – ss 164 and 166

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

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

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

Note – For details about water efficiency, see the information statement.

- (4) In deciding what is a reasonable quantity of water for subclause (3), regard must be had to the matters mentioned in section 169(4)(a) to (e).
- (5) The tenant must pay the amount of the charge to the lessor within 1 month of the lessor giving the tenant copies of relevant documents about the incurring of the amount.
- (6) In this clause –

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

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