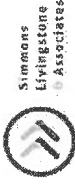


Contributions Breakdown Report

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
Freeman, Amanda Joy	14/09/1982	39	472,532.63	20,370.18	0.00	0.00	0.00	20,370.18
Freeman, David James	16/07/1982	39	369,908.26	28,499.37	0.00	0.00	0.00	28,499.37
All Members				48,869.55	0.00	0.00	0.00	48,869.55

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

Concessional and Non-Concessional amounts include external contributions. These are shown as line item(s) under the ledger section.

Contribution Caps

Member	Contribution Type	Contributions	Cap	Current Position
Freeman, Amanda Joy	Concessional (5 year carry forward cap available)	20,370.18	59,619.80	39,249.62 Below Cap
	Non-Concessional	0.00	110,000.00	110,000.00 Below Cap
Freeman, David James	Concessional (5 year carry forward cap available)	28,499.37	51,958.34	23,458.97 Below Cap
	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
Freeman, Amanda Joy							
Concessional Contribution Cap	25,000.00	25,000.00	25,000.00	25,000.00	27,500.00	27,500.00	
Concessional Contribution	0.00	16,828.24	17,632.99	17,641.26	18,277.71	20,370.18	
Unused Concessional Contribution	0.00	8,171.76	7,367.01	7,358.74	9,222.29	7,129.82	
Cumulative Carry Forward Unused	N/A	0.00	8,171.76	15,538.77	22,897.51	32,119.80	
Maximum Cap Available	25,000.00	25,000.00	33,171.76	40,538.77	50,397.51	59,619.80	39,249.62 Below Cap
Total Super Balance	0.00	0.00	198,732.62	248,680.38	344,613.45	472,532.63	

Freeman, David James

Concessional Contribution Cap	25,000.00	25,000.00	25,000.00	25,000.00	27,500.00	27,500.00
Concessional Contribution	0.00	19,017.83	19,029.43	18,296.95	21,697.45	28,499.37
Unused Concessional Contribution	0.00	5,982.17	5,970.57	6,703.05	5,802.55	0.00
Cumulative Carry Forward Unused	N/A	0.00	5,982.17	11,952.74	18,655.79	24,458.34
Maximum Cap Available	25,000.00	25,000.00	30,982.17	36,952.74	46,155.79	51,958.34
Total Super Balance	0.00	0.00	150,769.11	194,048.30	278,681.97	369,908.26

NCC Bring Forward Caps

Member	Bring Forward Cap		2020	2021	2022	2023	Total	Current Position
Freeman, Amanda Joy	N/A		0.05	0.38	0.00	0.00	N/A	Bring Forward Not Triggered
Freeman, David James	N/A		0.00	0.00	0.00	0.00	N/A	Bring Forward Not Triggered

Freeman, Amanda Joy

Date	Transaction Description	Contribution Type	Ledger Data			SuperStream Data					
			Concessional	Non-Concession	Other	Reserves	Contribution	Employer	Concessional	Non-Concess	Other
04/07/2022	SuperChoice P/L PC010722-093856259 50	Employer	512.07				Employer	DEPARTMENT OF EDUCATION	512.07		
04/07/2022	SuperChoice P/L PC010722-093856259 50	Personal - Concessional	200.81				Personal - Non-Concessional Employer	DEPARTMENT OF EDUCATION			200.81
18/07/2022	SuperChoice P/L PC150722-093871124 50	Employer	512.07				Personal - Non-Concessional Employer	DEPARTMENT OF EDUCATION	512.07		
18/07/2022	SuperChoice P/L PC150722-093871124 50	Personal - Concessional	200.81				Personal - Non-Concessional Employer	DEPARTMENT OF EDUCATION			200.81
01/08/2022	SuperChoice P/L PC290722-093887136 50	Employer	512.07				Personal - Non-Concessional Employer	DEPARTMENT OF EDUCATION	512.07		
01/08/2022	SuperChoice P/L PC290722-093887136 50	Personal - Concessional	200.81				Personal - Non-Concessional Employer	DEPARTMENT OF EDUCATION			200.81

15/08/2022	SuperChoice P/L PC120822- 093903223 50	Employer	512.07	Employer	DEPARTMENT OF EDUCATION	512.07
15/08/2022	SuperChoice P/L PC120822- 093903223 50	Personal - Concessional Employer	200.81	Personal - Non- Concessional Employer	DEPARTMENT OF EDUCATION DEPARTMENT OF EDUCATION	200.81
29/08/2022	SuperChoice P/L PC260822- 054072804 50	Employer	512.07	Personal - Non- Concessional Employer	DEPARTMENT OF EDUCATION DEPARTMENT OF EDUCATION	200.81
29/08/2022	SuperChoice P/L PC260822- 054072804 50	Personal - Concessional Employer	200.81	Personal - Non- Concessional Employer	DEPARTMENT OF EDUCATION DEPARTMENT OF EDUCATION	200.81
29/08/2022	SuperChoice P/L PC090922- 054088860 50	Employer	512.07	Personal - Non- Concessional Employer	DEPARTMENT OF EDUCATION DEPARTMENT OF EDUCATION	200.81
12/09/2022	SuperChoice P/L PC090922- 054088860 50	Personal - Concessional Employer	200.81	Personal - Non- Concessional Employer	DEPARTMENT OF EDUCATION DEPARTMENT OF EDUCATION	200.81
12/09/2022	SuperChoice P/L PC230922- 057360217 50	Employer	512.07	Personal - Non- Concessional Employer	DEPARTMENT OF EDUCATION DEPARTMENT OF EDUCATION	200.81
26/09/2022	SuperChoice P/L PC230922- 057360217 50	Personal - Concessional Employer	200.81	Personal - Non- Concessional Employer	DEPARTMENT OF EDUCATION DEPARTMENT OF EDUCATION	200.81
26/09/2022	SuperChoice P/L PC071022- 005058374 50	Employer	512.07	Personal - Non- Concessional Employer	DEPARTMENT OF EDUCATION DEPARTMENT OF EDUCATION	200.81
10/10/2022	SuperChoice P/L PC071022- 005058374 50	Personal - Concessional Employer	200.81	Personal - Non- Concessional Employer	DEPARTMENT OF EDUCATION DEPARTMENT OF EDUCATION	200.81
10/10/2022	SuperChoice P/L PC211022- 024901918 50	Employer	512.07	Personal - Non- Concessional Employer	DEPARTMENT OF EDUCATION DEPARTMENT OF EDUCATION	200.81
24/10/2022	SuperChoice P/L PC211022- 024901918 50	Personal - Concessional Employer	200.81	Personal - Non- Concessional Employer	DEPARTMENT OF EDUCATION DEPARTMENT OF EDUCATION	200.81
24/10/2022	SuperChoice P/L PC211022- 024901918 50	Employer	512.07	Personal - Non- Concessional Employer	DEPARTMENT OF EDUCATION DEPARTMENT OF EDUCATION	200.81
07/11/2022	SuperChoice P/L	Employer	512.07	Personal - Non- Concessional Employer	DEPARTMENT OF EDUCATION DEPARTMENT OF EDUCATION	200.81

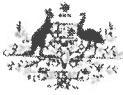
PC041122-024919319 50	07/11/2022	Personal - Concessional	200.81	EDUCATION
SuperChoice P/L PC041122-024919319 50	07/11/2022	Personal - Concessional Employer	200.81	EDUCATION
SuperChoice P/L PC181122-024935364 50	21/11/2022	Employer	512.07	DEPARTMENT OF EDUCATION
SuperChoice P/L PC181122-024935364 50	21/11/2022	Personal - Concessional	200.81	DEPARTMENT OF EDUCATION
SuperChoice P/L PC021222-024952119 50	05/12/2022	Employer	569.30	DEPARTMENT OF EDUCATION
SuperChoice P/L PC021222-024952119 50	05/12/2022	Personal - Concessional	200.81	DEPARTMENT OF EDUCATION
SuperChoice P/L PC161222-024968809 50	19/12/2022	Employer	512.07	DEPARTMENT OF EDUCATION
SuperChoice P/L PC161222-024968809 50	19/12/2022	Personal - Concessional	200.81	DEPARTMENT OF EDUCATION
SuperChoice P/L PC231222-024977613 50	28/12/2022	Employer	512.07	DEPARTMENT OF EDUCATION
SuperChoice P/L PC231222-024977613 50	28/12/2022	Personal - Concessional	200.81	DEPARTMENT OF EDUCATION
SuperChoice P/L PC130123-025000595 50	16/01/2023	Employer	512.07	DEPARTMENT OF EDUCATION
SuperChoice P/L PC130123-025000595 50	16/01/2023	Personal - Concessional	200.81	DEPARTMENT OF EDUCATION

16

24/04/2023	SuperChoice P/L PC210423- 083969995 50	Employer	552.81	Concessional Employer	EDUCATION DEPARTMENT OF EDUCATION	552.81	
24/04/2023	SuperChoice P/L PC210423- 083969995 50	Personal - Concessional	216.79				
24/04/2023							
08/05/2023	SuperChoice P/L PC050523- 083987619 50	Employer	552.81	Personal - Non- Concessional Employer	DEPARTMENT OF EDUCATION DEPARTMENT OF EDUCATION	552.81	216.79
08/05/2023	SuperChoice P/L PC050523- 083987619 50	Personal - Concessional	216.79				
08/05/2023							
22/05/2023	SuperChoice P/L PC190523- 084005008 50	Employer	552.81	Personal - Non- Concessional Employer	DEPARTMENT OF EDUCATION DEPARTMENT OF EDUCATION	552.81	216.79
22/05/2023	SuperChoice P/L PC190523- 084005008 50	Personal - Concessional	216.79				
22/05/2023							
05/06/2023	SuperChoice P/L PC020623- 084022346 50	Employer	552.81	Personal - Non- Concessional Employer	DEPARTMENT OF EDUCATION DEPARTMENT OF EDUCATION	552.81	216.79
05/06/2023	SuperChoice P/L PC020623- 084022346 50	Personal - Concessional	216.79				
05/06/2023							
19/06/2023	SuperChoice P/L PC160623- 081201345 50	Employer	552.81	Personal - Non- Concessional Employer	DEPARTMENT OF EDUCATION DEPARTMENT OF EDUCATION	552.81	216.79
19/06/2023	SuperChoice P/L PC160623- 081201345 50	Personal - Concessional	216.79				
19/06/2023							
Total - Freeman, Amanda Joy			20,370.18			15,161.54	5,921.5
			0.00			0.00	0.00

Freeman, David James

Date	Transaction Description	Ledger Data			SuperStream Data								
		Contribution Type	Concessional	Non-Concession	Other Reserves	Contribution	Employer	Concessional	Non-Concess	Other			
30/06/2023	per ATO portal	External Contribution - Concessional	28,499.37										
Total - Freeman, David James			28,499.37	0.00	0.00	0.00						0.00	0.00
	Total Internal Contribution		0.00	0.00									
	Total External Contribution		28,499.37	0.00									
Total for All Members			48,869.55	0.00	0.00	0.00							



Concessional contributions

These are contributions that are made into the super fund **before tax**. They are taxed at a rate of 15% in the super fund.

Super funds report the contributions to us and we determine whether they are concessional contributions.

The decisions made with this information can have tax consequences. We recommend independent financial advice specific to individual circumstances is obtained.

Total superannuation balance at 30 June 2021

\$287,461.64

Visit [total superannuation balance](#) to learn more.

Financial year

2021-22

Current as at 24 September 2023

Remaining concessional contributions Cap available

\$5,802.55

Contributions are **within** the concessional contributions cap. If the concessional contributions cap is exceeded and the exceeded amount is not released, **more tax** may be due.

Description	Amount
Annual concessional contributions cap	\$27,500.00
Concessional contributions	\$21,697.45
Unused carry-forward concessional contributions applied from previous year(s)	\$0.00
Remaining concessional contributions cap	\$5,802.55

Further considerations

- > Concessional contributions may not be reported until 31 October for members of a defined benefit fund.
- > Concessional contributions made to a self-managed fund will not be displayed until we have received and processed the annual return.
- > Concessional contributions will affect additional tax on contributions under [Division 293](#).
- > Refer to previous records or contact the fund (or funds) after 31 October to obtain more up-to-date information.



Concessional contributions

These are contributions that are made into the super fund **before tax**. They are taxed at a rate of 15% in the super fund.

Super funds report the contributions to us and we determine whether they are concessional contributions.

The decisions made with this information can have tax consequences. We recommend independent financial advice specific to individual circumstances is obtained.

Total superannuation balance at 30 June 2022

\$394,558.62

Visit [total superannuation balance](#) to learn more.

Financial year

2022-23

Current as at 24 September 2023

Remaining concessional contributions Cap not available

\$0.00

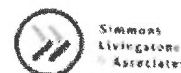
Contributions are **within** the concessional contributions cap. If the concessional contributions cap is exceeded and the exceeded amount is not released, **more tax** may be due.

Description	Amount
Annual concessional contributions cap	\$27,500.00
Concessional contributions	\$28,499.37
Unused carry-forward concessional contributions applied from previous year(s)	\$999.37
Remaining concessional contributions cap	\$0.00

Further considerations

- > Concessional contributions may not be reported until 31 October for members of a defined benefit fund.
- > Concessional contributions made to a self-managed fund will not be displayed until we have received and processed the annual return.
- > Concessional contributions will affect additional tax on contributions under [Division 293](#).
- > Refer to previous records or contact the fund (or funds) after 31 October to obtain more up-to-date information.

DJ AJ Freeman SMSF
Deductions Notice Letter



Daf Investments (Qld) Pty. Ltd. as trustee for DJ AJ Freeman SMSF acknowledges that

Amanda Joy Freeman

has advised in writing in accordance with Section 290-170 of the Income Tax Assessment Act 1997 the intention to claim a tax deduction of

\$5720.71

for contributions paid in the year ended 30 June 2023. The Trustee has taken action to deduct the appropriate level of tax from the contributions claimed.

Amanda Joy Freeman

Date: 30/06/2023

**** IMPORTANT INFORMATION - PLEASE READ THE FOLLOWING CAREFULLY ****

If your records confirm the above amount claimed no action on your behalf is required. Retain this acknowledgement with your taxation records as it may be requested by the Australian Taxation Office to substantiate your tax deduction for Superannuation Contributions.

Otherwise: Complete the details below and return this form to the Trustee if:

1. The amount shown above is not the amount that will be claimed, or
2. The Australian Taxation Office disallows/reduces the amount you claim.

In terms of Section 290-170 of the Income Tax Assessment Act 1997 I advise that the amount I intend to claim as a tax deduction for the period 01 July 2022 to 30 June 2023 is: \$ _____

Amanda Joy Freeman

Date: 30/06/2023

Notice of intent to claim or vary a deduction for personal super contributions

Section A: Your details

1 Tax file number (TFN)

421869059

! The ATO does not collect this information provided on this form. This form is to assist you in providing details to your super fund. Your super fund is authorised to request your personal details, including your TFN, under the *Superannuation Industry (Supervision) Act 1993*, the *Income Tax Assessment Act 1997* and the *Taxation Administration Act 1953*. It is not an offence not to provide your TFN. However, if you do not provide your TFN, and your super fund doesn't already hold your TFN, they will not be permitted to accept the contribution(s) covered by this notice. For more information about your privacy please contact the entity you are providing this form to.

2 Name

Title: **MRS**
Family name: **FREEMAN**
First given name: **AMANDA JOY**
Other given names:

3 Date of birth: **14/09/1982**

4 Current postal address

39 PARKSIDE PARADE
Suburb/town/locality: **WONGAWALLAN** State/territory: **QLD** Postcode: **4210**
Country if outside of Australia: (Australia only) (Australia only)

5 Daytime phone number (include area code): **0410 484456**

Section B: Super fund's details

6 Fund name

DJ AJ FREEMAN SMSF

7 Fund Australian business number (ABN): **30655498146**

8 Member account number: **FREAMA00001A**

9 Unique Superannuation Identifier (USI) (if known):

Section C: Contribution details

10 Personal contribution details

Is this notice varying an earlier notice? No Yes

If you answered 'No' complete the Original Notice to Claim a Tax Deduction section below.
If you answered 'Yes' complete the Variation of previous valid notice of intent section below.

ORIGINAL NOTICE TO CLAIM A TAX DEDUCTION

11 Financial year ended 30 June 20

12 My personal contributions to this fund in the above financial year \$

13 The amount of these personal contributions I will be claiming as a tax deduction \$

Section D: Declaration

This form has a declaration where you say the information in it is correct and complete. Please review the information before you sign the declaration. If you provide false or misleading information, or fail to take reasonable care, you may be liable to administrative penalties imposed by taxation law.

INTENTION TO CLAIM A TAX DEDUCTION

i Complete this declaration if you have not previously lodged a valid notice with your super fund for these contributions.

I declare that at the time of lodging this notice:

- I intend to claim the personal contributions stated as a tax deduction
- I am a current member of the identified super fund
- the identified super fund currently holds these contributions and has not begun to pay a superannuation income stream based in whole or part on these contributions
- I have not included any of the contributions in an earlier valid notice.

I declare that I am lodging this notice at the earlier of either:

- before the end of the day that I lodged my income tax return for the income year in which the personal contributions were made, or
- before the end of the income year following the year in which the contribution was made.

I declare that the information given on this notice is correct and complete.

Name (Print in BLOCK LETTERS)

Signature

Date

> Send your completed notice to your super fund. Do not send it to us. The information on this notice is for you and your super fund. We don't collect this information; we only provide a format for you to provide the information to your super fund.

VARIATION OF PREVIOUS VALID NOTICE OF INTENT

14 Financial year ended 30 June 20

15 My personal contributions to this fund in the above financial year \$

16 The amount of these personal contributions claimed in my original notice of intent \$

17 The amount of these personal contributions I will now be claiming as a tax deduction \$

Declaration

This form has a declaration where you sign to indicate that the information in it is correct and complete. Please review the information before you sign the declaration. If you provide false or misleading information, or fail to take reasonable care, you may be liable to administrative penalties imposed by taxation law.

1 Complete this declaration if you have already lodged a valid notice with your fund for these contributions and you wish to **reduce** the amount stated in that notice.

VARIATION OF PREVIOUS VALID NOTICE OF INTENT

I declare that at the time of lodging this notice:

- I intend to claim the personal contributions stated as a tax deduction
- I am a current member of the identified super fund
- the identified super fund currently holds these contributions and has not begun to pay a superannuation income stream based in whole or part on these contributions.

- I have not yet lodged my income tax return for the relevant year and this variation notice is being lodged on or before 30 June in the financial year following the year in which the personal contributions were made, **or**
- the ATO has disallowed my claim for a deduction for the relevant year and this notice reduces the amount stated in my previous valid notice by the amount that has been disallowed.

*I declare that I wish to vary my previous valid notice for these contributions by **reducing** the amount I advised in my previous notice and I confirm that either:*

- I have lodged my income tax return for the year in which the contribution was made, prior to the end of the following income year, and this variation notice is being lodged before the end of the day on which the return was lodged, **or**

I declare that the information given on this notice is correct and complete.

Name (Print in BLOCK LETTERS)

[Empty text box for Name]

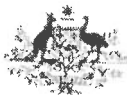
Signature

[Empty text box for Signature]

Date

[Empty text box for Date]

2 Send your completed variation notice to your super fund. **Do not send it to us.** The information on this notice is for you and your super fund. We don't collect this information; we only provide a format for you to provide the information to your super fund.



Income tax 002

Date generated	28 September 2023
Overdue	\$0.00
Not yet due	\$0.00
Balance	\$0.00

Transactions

4 results found - from 28 September 2021 to 28 September 2023 sorted by processed date ordered newest to oldest

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
23 May 2023	26 May 2023	EFT refund for Income Tax for the period from 01 Jul 21 to 30 Jun 22	\$45.07		\$0.00
23 May 2023	15 May 2023	Interest for early payment of Income Tax		\$45.07	\$45.07 CR
18 Aug 2022	17 Aug 2022	Payment received		\$2,388.70	\$0.00
11 Aug 2022	15 May 2023	Tax return Self Man Superfund - Income Tax for the period from 01 Jul 21 to 30 Jun 22	\$2,388.70		\$2,388.70 DR

Macquarie Bank Limited
ABN 46 008 583 542 | AFS Licence Number 237502
Macquarie Banking and Financial Services Group, a Member of the Macquarie Group

Office address
1 Shelley Street, Sydney NSW 2000

Client service
1800 806 310
transact@macquarie.com

Postal address
GPO Box 2520, Sydney NSW 2001

Financial services professionals
1800 808 508
adviser@macquarie.com

Offices also in Melbourne, Brisbane, Perth and Adelaide.

Fax 1800 550 140

Visit us online at macquarie.com.au

DAF INVESTMENTS QLD PTY LTD ATF
39 PARKSIDE PARADE, WONGAWALLAN, QLD 4210



30 August 2023

BSB: 182-512
Account Number: 000966672156

Account Name:
DAF INVESTMENTS QLD PTY LTD ATF
DJ AJ FREEMAN SMSF

Account open date: 09 November 2018

The following balances and interest details are provided for the above account for the 2022 - 2023 financial year:

Account balance as at 30/06/2023	\$67,547.41
Gross income paid during 2022 - 2023 financial year	\$1,067.48

If you would like any further information regarding the above, please contact your financial services professional or Macquarie on **1800 806 310**.

This information has been prepared by Macquarie Bank Limited ABN 46 008 583 542 for general information purposes only, without taking into account any potential investors' personal objectives financial situations or needs. Before acting on this general information, you must consider its appropriateness having regard to your own objectives, financial situations and needs. All potential investors should obtain financial, legal and taxation information before making any decision regarding a particular financial product.

DJ AJ Freeman SMSF
 Rental Summary 2023 FY
 27 & 27A Seamist Circuit, Coolum Beach
 (Main residence + Granny flat)

Statement date	Statement number	Gross Rent	Advertising Fees	Agent Fees	Letting fee	Garden	Pest	R & M	Capital	Stationery, Postage etc	Net Rent	Bankings	Discrep
	52	1087.89		51.46							1036.43		
	53	1185		78.18							1106.82		
	54	906.28		53.78							852.5		
	55	850		56.08							793.92		
	56	850.28		56.1							649.18		
	57	1009.33		56.1							953.23		
	58	1275		84.15					145		1190.85		
	59	860		56.76							803.24		
	60	506.35		28.71							477.64		
	61	870		57.42							812.58		
	62	1305		86.13							1218.87		
	63	870		57.42							812.58		
	64	870		57.42							812.58		
	65	1220		80.5							1139.5		
	66	525.38		29.69							495.69		
	67	1350		89.07							1260.93		
	68	900		59.38							840.62		
	69	900		59.38							840.62		
	70	1350		89.07							1131.93		
	71	1108.31		59.38					129		1048.93		
	72	995.22		59.38							935.84		
	73	900		59.38							840.62		
	74	900		59.38							840.62		
	75	900		59.38							840.62		
	76	900		59.38							840.62		
		24394.04	0	1543.08	0	0	0	274	0	0	22576.96	22576.96	
TOTALS FROM 27 Seamist													
		36401.45	0	1927.1	1705	295	0	1945.3	0	0	30529.05	0	30529.05
GRAND TOTAL													
		60795.49	0	3470.18	1705	295	0	2219.3	0	0	53106.01	0	53106.01

#6-1

5175.18

511

5-2



3/1792 David Low Way
Coolum Beach QLD 4573
(w) 07 5446 4573
<https://coolum.randw.com.au>
rentals@rwcoolum.com.au
ABN: 92122109417
Licence: 3481848

David Freeman
DAF Investments (Qld) Pty Ltd ATF DJ AJ Freeman SM
39 Parkside Parade
Wongawallan QLD 4210

Tax Invoice
Account OWN00175
Statement #52
1 Jul 2022

Money In	\$1,087.89
Money Out	\$51.46
You Received	\$1,036.43

Details for Account OWN00175

	Money Out	Money In
Balance brought forward		\$0.00
27A Seamist Cct, Coolum Beach QLD 4573		
Rented for \$445.00 per week		
Penelope Williams paid to 3/07/2022		
Rent paid to 25/06/2022 with part payment of \$9.00 (previously paid to 18/06/2022 + \$19.00)		\$385.00
Rent paid to 2/07/2022 with part payment of \$9.00 (previously paid to 25/06/2022 + \$9.00)		\$395.00
Electricity Usage 08.02.22 to 13.05.22 *		\$307.89
Management Fee *	\$51.46	
Total	\$51.46	\$1,087.89

Account Transactions

Withdrawal by EFT to owner David Freeman - DAF Investments (Qld) Pty Ltd ATF [EFT Transfer to: David Freeman - DAF Investments (Qld) Pty Ltd ATF , (182512) - ****156]	\$1,036.43	
Balance remaining		\$0.00

GST Summary

Total Tax on income	\$27.99
Total Tax on agency fees	\$4.68
(* includes Tax)	

5-3



3/1792 David Low Way
Coolum Beach QLD 4573
(w) 07 5446 4573
<https://coolum.randw.com.au>
maree@rwcoolum.com.au
ABN: 92122109417
Licence: 3481848

David Freeman
DAF Investments (Qld) Pty Ltd ATF DJ AJ Freeman SM
39 Parkside Parade
Wongawallan QLD 4210

Tax Invoice
Account OWN00175
Statement #53
15 Jul 2022

Money In	\$1,185.00
Money Out	\$78.18
You Received	\$1,106.82

Details for Account OWN00175

	Money Out	Money In
Balance brought forward		\$0.00
27A Seamist Cct, Coolum Beach QLD 4573		
Rented for \$395.00 per week		
Penelope Williams paid to 24/07/2022		
Rent paid to 9/07/2022 with part payment of \$9.00 (previously paid to 2/07/2022 + \$9.00)		\$395.00
Rent paid to 16/07/2022 with part payment of \$9.00 (previously paid to 9/07/2022 + \$9.00)		\$395.00
Rent paid to 23/07/2022 with part payment of \$9.00 (previously paid to 16/07/2022 + \$9.00) , rent increased to \$425.00 on 30/07/2022		\$395.00
Management Fee *	\$78.18	
Total	\$78.18	\$1,185.00

Account Transactions

Withdrawal by EFT to owner David Freeman - DAF Investments (Qld) Pty Ltd ATF [EFT Transfer to: David Freeman - DAF Investments (Qld) Pty Ltd ATF , (182512) - ***156]	\$1,106.82	
Balance remaining		\$0.00

GST Summary

Total Tax on agency fees	\$7.11
(* includes Tax)	



3/1792 David Low Way
 Coolum Beach QLD 4573
 (w) 07 5446 4573
<https://coolum.randw.com.au>
maree@rwcoolum.com.au
 ABN: 92122109417
 Licence: 3481848

David Freeman
 DAF Investments (Qld) Pty Ltd ATF DJ AJ Freeman SM
 39 Parkside Parade
 Wongawallan QLD 4210

Tax Invoice

Account OWN00175
 Statement #54
 1 Aug 2022

Money In	\$906.28
Money Out	\$53.78
You Received	\$852.50

Details for Account OWN00175

	Money Out	Money In
Balance brought forward		\$0.00
27A Seamist Cct, Coolum Beach QLD 4573		
Rented for \$425.00 per week		
Penelope Williams paid to 6/08/2022		
Rent paid to 23/07/2022 with part payment of \$399.00 (previously paid to 23/07/2022 + \$9.00) , rent increased to \$425.00 on 30/07/2022		\$390.00
Rent paid to 30/07/2022 with part payment of \$424.72 (previously paid to 23/07/2022 + \$399.00) , rent increased to \$425.00 on 30/07/2022		\$425.00
Unitywater Bill 15.04.22 to 20.07.22		\$91.28
Management Fee *	\$53.78	
Total	\$53.78	\$906.28

Account Transactions

Withdrawal by EFT to owner David Freeman - DAF Investments (Qld) Pty Ltd ATF [EFT Transfer to: David Freeman - DAF Investments (Qld) Pty Ltd ATF , (182512) - ***156]	\$852.50	
Balance remaining		\$0.00

GST Summary

Total Tax on agency fees (* includes Tax)	\$4.89
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5-5



3/1792 David Low Way
Coolum Beach QLD 4573
(w) 07 5446 4573
<https://coolum.randw.com.au>
maree@rwcoolum.com.au
ABN: 92122109417
Licence: 3481848

David Freeman
DAF Investments (Qld) Pty Ltd ATF DJ AJ Freeman SM
39 Parkside Parade
Wongawallan QLD 4210

Tax Invoice
Account OWN00175
Statement #55
15 Aug 2022

Money In	\$850.00
Money Out	\$56.08
You Received	\$793.92

Details for Account OWN00175

	Money Out	Money In
Balance brought forward		\$0.00
27A Seamist Cct, Coolum Beach QLD 4573		
Rented for \$425.00 per week		
Penelope Williams paid to 20/08/2022		
Rent paid to 6/08/2022 with part payment of \$424.72 (previously paid to 30/07/2022 + \$424.72)		\$425.00
Rent paid to 13/08/2022 with part payment of \$424.72 (previously paid to 6/08/2022 + \$424.72)		\$425.00
Management Fee *	\$56.08	
Total	\$56.08	\$850.00

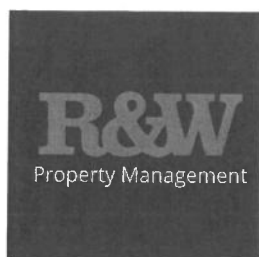
Account Transactions

Withdrawal by EFT to owner David Freeman - DAF Investments (Qld) Pty Ltd ATF [EFT Transfer to: David Freeman - DAF Investments (Qld) Pty Ltd ATF , (182512) - ***156]	\$793.92	
Balance remaining		\$0.00

GST Summary

Total Tax on agency fees (* includes Tax)	\$5.10
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5-6



3/1792 David Low Way
 Coolum Beach QLD 4573
 (w) 07 5446 4573
<https://coolum.randw.com.au>
 maree@rwcoolum.com.au
 ABN: 92122109417
 Licence: 3481848

David Freeman
 DAF Investments (Qld) Pty Ltd ATF DJ AJ Freeman SM
 39 Parkside Parade
 Wongawallan QLD 4210

Tax Invoice

Account OWN00175
 Statement #56
 1 Sep 2022

Money In	\$850.28
Money Out	\$201.10
You Received	\$649.18

Details for Account OWN00175

	Money Out	Money In
Balance brought forward		\$0.00
27A Seamist Cct, Coolum Beach QLD 4573		
Rented for \$425.00 per week		
Penelope Williams paid to 3/09/2022		
Rent paid to 20/08/2022 with part payment of \$424.72 (previously paid to 13/08/2022 + \$424.72)		\$425.00
Rent paid to 3/09/2022 (previously paid to 20/08/2022 + \$424.72)		\$425.28
Bathroom mould removal - Essential Shield Mould Removal Services *	\$145.00	
Management Fee *	\$56.10	
Total	\$201.10	\$850.28

Account Transactions

Withdrawal by EFT to owner David Freeman - DAF Investments (Qld) Pty Ltd ATF [EFT Transfer to: David Freeman - DAF Investments (Qld) Pty Ltd ATF , (182512) - ***156]	\$649.18	
Balance remaining		\$0.00

GST Summary

Total Tax on attached expenses	\$13.18
Total Tax on agency fees	\$5.10
(* includes Tax)	



3/1792 David Low Way
Coolum Beach QLD 4573
(w) 07 5446 4573
<https://coolum.randw.com.au>
maree@rwcoolum.com.au
ABN: 92122109417
Licence: 3481848

David Freeman
DAF Investments (Qld) Pty Ltd ATF DJ AJ Freeman SM
39 Parkside Parade
Wongawallan QLD 4210

Tax Invoice

Account OWN00175
Statement #57
15 Sep 2022

Money In	\$1,009.33
Money Out	\$56.10
You Received	\$953.23

Details for Account OWN00175

	Money Out	Money In
Balance brought forward		\$0.00
27A Seamist Cct, Coolum Beach QLD 4573		
Rented for \$425.00 per week		
Penelope Williams paid to 17/09/2022		
Rent paid to 10/09/2022 (previously paid to 3/09/2022)		\$425.00
Rent paid to 17/09/2022 (previously paid to 10/09/2022)		\$425.00
AGL Electricity Bill 14.05.22 to 05.08.22 *		\$159.33
Management Fee *	\$56.10	
Total	\$56.10	\$1,009.33

Account Transactions

Withdrawal by EFT to owner David Freeman - DAF Investments (Qld) Pty Ltd ATF [EFT Transfer to: David Freeman - DAF Investments (Qld) Pty Ltd ATF , (182512) - ***156]	\$953.23	
Balance remaining		\$0.00

GST Summary

Total Tax on income	\$14.48
Total Tax on agency fees	\$5.10
(* includes Tax)	



3/1792 David Low Way
 Coolum Beach QLD 4573
 (w) 07 5446 4573
<https://coolum.randw.com.au>
maree@rwcoolum.com.au
 ABN: 92122109417
 Licence: 3481848

David Freeman
 DAF Investments (Qld) Pty Ltd ATF DJ AJ Freeman SM
 39 Parkside Parade
 Wongawallan QLD 4210

Tax Invoice
 Account OWN00175
 Statement #58
 30 Sep 2022

Money In	\$1,275.00
Money Out	\$84.15
You Received	\$1,190.85

Details for Account OWN00175

	Money Out	Money In
Balance brought forward		\$0.00
27A Seamist Cct, Coolum Beach QLD 4573		
Rented for \$425.00 per week		
Penelope Williams paid to 8/10/2022		
Rent paid to 24/09/2022 (previously paid to 17/09/2022)		\$425.00
Rent paid to 1/10/2022 (previously paid to 24/09/2022)		\$425.00
Rent paid to 8/10/2022 (previously paid to 1/10/2022)		\$425.00
Management Fee *	\$84.15	
Total	\$84.15	\$1,275.00

Account Transactions

Withdrawal by EFT to owner David Freeman - DAF Investments (Qld) Pty Ltd ATF [EFT Transfer to: David Freeman - DAF Investments (Qld) Pty Ltd ATF , (182512) - ***156]	\$1,190.85	
Balance remaining		\$0.00

GST Summary

Total Tax on agency fees (* includes Tax)	\$7.65
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3/1792 David Low Way
Coolum Beach QLD 4573
(w) 07 5446 4573
<https://coolum.randw.com.au>
maree@rwcoolum.com.au
ABN: 92122109417
Licence: 3481848

David Freeman
DAF Investments (Qld) Pty Ltd ATF DJ AJ Freeman SM
39 Parkside Parade
Wongawallan QLD 4210

Tax Invoice

Account OWN00175
Statement #59
17 Oct 2022

Money In	\$860.00
Money Out	\$56.76
You Received	\$803.24

Details for Account OWN00175

	Money Out	Money In
Balance brought forward		\$0.00
27A Seamist Cct, Coolum Beach QLD 4573		
Rented for \$425.00 per week		
Penelope Williams paid to 23/10/2022		
Rent paid to 15/10/2022 (previously paid to 8/10/2022)		\$425.00
Rent paid to 22/10/2022 with part payment of \$10.00 (previously paid to 15/10/2022)		\$435.00
Management Fee *	\$56.76	
Total	\$56.76	\$860.00

Account Transactions

Withdrawal by EFT to owner David Freeman - DAF Investments (Qld) Pty Ltd ATF [EFT Transfer to: David Freeman - DAF Investments (Qld) Pty Ltd ATF , (182512) - ***156]	\$803.24	
Balance remaining		\$0.00

GST Summary

Total Tax on agency fees	\$5.16
(* includes Tax)	



3/1792 David Low Way
 Coolum Beach QLD 4573
 (w) 07 5446 4573
<https://coolum.randw.com.au>
 maree@rwcoolum.com.au
 ABN: 92122109417
 Licence: 3481848

David Freeman
 DAF Investments (Qld) Pty Ltd ATF DJ AJ Freeman SM
 39 Parkside Parade
 Wongawallan QLD 4210

Tax Invoice
 Account OWN00175
 Statement #60
 1 Nov 2022

Money In	\$506.35
Money Out	\$28.71
You Received	\$477.64

Details for Account OWN00175

	Money Out	Money In
Balance brought forward		\$0.00
27A Seamist Cct, Coolum Beach QLD 4573		
Rented for \$425.00 per week		
Penelope Williams paid to 30/10/2022		
Rent paid to 29/10/2022 with part payment of \$20.00 (previously paid to 22/10/2022 + \$10.00)		\$435.00
Unity Water Bill 21.07.22 - 24.10.22		\$71.35
Management Fee *	\$28.71	
Total	\$28.71	\$506.35

Account Transactions

Withdrawal by EFT to owner David Freeman - DAF Investments (Qld) Pty Ltd ATF [EFT Transfer to: David Freeman - DAF Investments (Qld) Pty Ltd ATF , (182512) - ***156]	\$477.64	
Balance remaining		\$0.00

GST Summary

Total Tax on agency fees (* includes Tax)	\$2.61
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3/1792 David Low Way
 Coolum Beach QLD 4573
 (w) 07 5446 4573
<https://coolum.randw.com.au>
 maree@rwcoolum.com.au
 ABN: 92122109417
 Licence: 3481848

David Freeman
 DAF Investments (Qld) Pty Ltd ATF DJ AJ Freeman SM
 39 Parkside Parade
 Wongawallan QLD 4210

Tax Invoice

Account OWN00175
 Statement #61
 15 Nov 2022

Money In	\$870.00
Money Out	\$57.42
You Received	\$812.58

Details for Account OWN00175

	Money Out	Money In
Balance brought forward		\$0.00
27A Seamist Cct, Coolum Beach QLD 4573		
Rented for \$425.00 per week		
Penelope Williams paid to 13/11/2022		
Rent paid to 5/11/2022 with part payment of \$30.00 (previously paid to 29/10/2022 + \$20.00)		\$435.00
Rent paid to 12/11/2022 with part payment of \$40.00 (previously paid to 5/11/2022 + \$30.00)		\$435.00
Management Fee *	\$57.42	
Total	\$57.42	\$870.00

Account Transactions

Withdrawal by EFT to owner David Freeman - DAF Investments (Qld) Pty Ltd ATF [EFT Transfer to: David Freeman - DAF Investments (Qld) Pty Ltd ATF , (182512) - ***156]	\$812.58	
Balance remaining		\$0.00

GST Summary

Total Tax on agency fees	\$5.22
(* includes Tax)	

S-12



3/1792 David Low Way
Coolum Beach QLD 4573
(w) 07 5446 4573
<https://coolum.randw.com.au>
maree@rwcoolum.com.au
ABN: 92122109417
Licence: 3481848

David Freeman
DAF Investments (Qld) Pty Ltd ATF DJ AJ Freeman SM
39 Parkside Parade
Wongawallan QLD 4210

Tax Invoice
Account OWN00175
Statement #62
1 Dec 2022

Money In	\$1,305.00
Money Out	\$86.13
You Received	\$1,218.87

Details for Account OWN00175

	Money Out	Money In
Balance brought forward		\$0.00
27A Seamist Cct, Coolum Beach QLD 4573		
Rented for \$425.00 per week		
Penelope Williams paid to 5/12/2022		
Rent paid to 19/11/2022 with part payment of \$50.00 (previously paid to 12/11/2022 + \$40.00)		\$435.00
Rent paid to 26/11/2022 with part payment of \$60.00 (previously paid to 19/11/2022 + \$50.00)		\$435.00
Rent paid to 3/12/2022 with part payment of \$70.00 (previously paid to 26/11/2022 + \$60.00)		\$435.00
Management Fee *	\$86.13	
Total	\$86.13	\$1,305.00

Account Transactions

Withdrawal by EFT to owner David Freeman - DAF Investments (Qld) Pty Ltd ATF [EFT Transfer to: David Freeman - DAF Investments (Qld) Pty Ltd ATF , (182512) - ***156]	\$1,218.87	
Balance remaining		\$0.00

GST Summary

Total Tax on agency fees	\$7.83
(* includes Tax)	

5-13



3/1792 David Low Way
Coolum Beach QLD 4573
(w) 07 5446 4573
<https://coolum.randw.com.au>
maree@rwcoolum.com.au
ABN: 92122109417
Licence: 3481848

David Freeman
DAF Investments (Qld) Pty Ltd ATF DJ AJ Freeman SM
39 Parkside Parade
Wongawallan QLD 4210

Tax Invoice
Account OWN00175
Statement #63
15 Dec 2022

Money In	\$870.00
Money Out	\$57.42
You Received	\$812.58

Details for Account OWN00175

	Money Out	Money In
Balance brought forward		\$0.00
27A Seamist Cct, Coolum Beach QLD 4573		
Rented for \$425.00 per week		
Penelope Williams paid to 19/12/2022		
Rent paid to 10/12/2022 with part payment of \$80.00 (previously paid to 3/12/2022 + \$70.00)		\$435.00
Rent paid to 17/12/2022 with part payment of \$90.00 (previously paid to 10/12/2022 + \$80.00)		\$435.00
Management Fee *	\$57.42	
Total	\$57.42	\$870.00

Account Transactions

Withdrawal by EFT to owner David Freeman - DAF Investments (Qld) Pty Ltd ATF [EFT Transfer to: David Freeman - DAF Investments (Qld) Pty Ltd ATF , (182512) - ***156]	\$812.58	
Balance remaining		\$0.00

GST Summary

Total Tax on agency fees (* includes Tax)	\$5.22
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3/1792 David Low Way
 Coolum Beach QLD 4573
 (w) 07 5446 4573
<https://coolum.randw.com.au>
maree@rwcoolum.com.au
 ABN: 92122109417
 Licence: 3481848

David Freeman
 DAF Investments (Qld) Pty Ltd ATF DJ AJ Freeman SM
 39 Parkside Parade
 Wongawallan QLD 4210

Tax Invoice
 Account OWN00175
 Statement #64
 30 Dec 2022

Money In	\$870.00
Money Out	\$57.42
You Received	\$812.58

Details for Account OWN00175

	Money Out	Money In
Balance brought forward		\$0.00
27A Seamist Cct, Coolum Beach QLD 4573		
Rented for \$425.00 per week		
Penelope Williams paid to 2/01/2023		
Rent paid to 24/12/2022 with part payment of \$100.00 (previously paid to 17/12/2022 + \$90.00)		\$435.00
Rent paid to 31/12/2022 with part payment of \$110.00 (previously paid to 24/12/2022 + \$100.00)		\$435.00
Management Fee *	\$57.42	
Total	\$57.42	\$870.00

Account Transactions

Withdrawal by EFT to owner David Freeman - DAF Investments (Qld) Pty Ltd ATF [EFT Transfer to: David Freeman - DAF Investments (Qld) Pty Ltd ATF , (182512) - ***156]	\$812.58	
Balance remaining		\$0.00

GST Summary

Total Tax on agency fees	\$5.22
(* includes Tax)	

5-15



3/1792 David Low Way
Coolum Beach QLD 4573
(w) 07 5446 4573
<https://coolum.randw.com.au>
maree@rwcoolum.com.au
ABN: 92122109417
Licence: 3481848

David Freeman
DAF Investments (Qld) Pty Ltd ATF DJ AJ Freeman SM
39 Parkside Parade
Wongawallan QLD 4210

Tax Invoice

Account OWN00175
Statement #65
16 Jan 2023

Money In	\$1,220.00
Money Out	\$80.50
You Received	\$1,139.50

Details for Account OWN00175

	Money Out	Money In
Balance brought forward		\$0.00
27A Seamist Cct, Coolum Beach QLD 4573		
Rented for \$445.00 per week		
Penelope Williams paid to 22/01/2023		
Rent paid to 7/01/2023 with part payment of \$120.00 (previously paid to 31/12/2022 + \$110.00) , rent increased to \$445.00 on 14/01/2023		\$435.00
Rent paid to 14/01/2023 with part payment of \$127.14 (previously paid to 7/01/2023 + \$120.00) , rent increased to \$445.00 on 14/01/2023		\$435.00
Rent paid to 21/01/2023 with part payment of \$32.14 (previously paid to 14/01/2023 + \$127.14)		\$350.00
Management Fee *	\$80.50	
Total	\$80.50	\$1,220.00

Account Transactions

Withdrawal by EFT to owner David Freeman - DAF Investments (Qld) Pty Ltd ATF [EFT Transfer to: David Freeman - DAF Investments (Qld) Pty Ltd ATF , (182512) - ***156]	\$1,139.50	
Balance remaining		\$0.00

GST Summary

Total Tax on agency fees (* includes Tax)	\$7.32
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5-16



3/1792 David Low Way
Coolum Beach QLD 4573
(w) 07 5446 4573
<https://coolum.randw.com.au>
maree@rwcoolum.com.au
ABN: 92122109417
Licence: 3481848

David Freeman
DAF Investments (Qld) Pty Ltd ATF DJ AJ Freeman SM
39 Parkside Parade
Wongawallan QLD 4210

Tax Invoice
Account OWN00175
Statement #66
31 Jan 2023

Money In	\$525.38
Money Out	\$29.69
You Received	\$495.69

Details for Account OWN00175

	Money Out	Money In
Balance brought forward		\$0.00
27A Seamist Cct, Coolum Beach QLD 4573		
Rented for \$445.00 per week		
Penelope Williams paid to 29/01/2023		
Rent paid to 28/01/2023 with part payment of \$37.14 (previously paid to 21/01/2023 + \$32.14)		\$450.00
Unitywater Bill 25.10.22 to 20.01.23		\$75.38
Management Fee *	\$29.69	
Total	\$29.69	\$525.38

Account Transactions

Withdrawal by EFT to owner David Freeman - DAF Investments (Qld) Pty Ltd ATF [EFT Transfer to: David Freeman - DAF Investments (Qld) Pty Ltd ATF , (182512) - ***156]	\$495.69	
Balance remaining		\$0.00

GST Summary

Total Tax on agency fees (* includes Tax)	\$2.70
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5-17



3/1792 David Low Way
Coolum Beach QLD 4573
(w) 07 5446 4573
<https://coolum.randw.com.au>
rentals@rwcoolum.com.au
ABN: 92122109417
Licence: 3481848

David Freeman
DAF Investments (Qld) Pty Ltd ATF DJ AJ Freeman SM
39 Parkside Parade
Wongawallan QLD 4210

Tax Invoice
Account OWN00175
Statement #67
15 Feb 2023

Money In	\$1,350.00
Money Out	\$89.07
You Received	\$1,260.93

Details for Account OWN00175

	Money Out	Money In
Balance brought forward		\$0.00
27A Seamist Cct, Coolum Beach QLD 4573		
Rented for \$445.00 per week		
Penelope Williams paid to 19/02/2023		
Rent paid to 4/02/2023 with part payment of \$42.14 (previously paid to 28/01/2023 + \$37.14)		\$450.00
Rent paid to 11/02/2023 with part payment of \$47.14 (previously paid to 4/02/2023 + \$42.14)		\$450.00
Rent paid to 18/02/2023 with part payment of \$52.14 (previously paid to 11/02/2023 + \$47.14)		\$450.00
Management Fee *	\$89.07	
Total	\$89.07	\$1,350.00

Account Transactions

Withdrawal by EFT to owner David Freeman - DAF Investments (Qld) Pty Ltd ATF [EFT Transfer to: David Freeman - DAF Investments (Qld) Pty Ltd ATF , (182512) - ***156]	\$1,260.93	
Balance remaining		\$0.00

GST Summary

Total Tax on agency fees	\$8.10
(* includes Tax)	

5-18



3/1792 David Low Way
 Coolum Beach QLD 4573
 (w) 07 5446 4573
<https://coolum.randw.com.au>
rentals@rwcoolum.com.au
 ABN: 92122109417
 Licence: 3481848

David Freeman
 DAF Investments (Qld) Pty Ltd ATF DJ AJ Freeman SM
 39 Parkside Parade
 Wongawallan QLD 4210

Tax Invoice

Account OWN00175
 Statement #68
 28 Feb 2023

Money In	\$900.00
Money Out	\$59.38
You Received	\$840.62

Details for Account OWN00175

	Money Out	Money In
Balance brought forward		\$0.00
27A Seamist Cct, Coolum Beach QLD 4573		
Rented for \$445.00 per week		
Penelope Williams paid to 5/03/2023		
Rent paid to 25/02/2023 with part payment of \$57.14 (previously paid to 18/02/2023 + \$52.14)		\$450.00
Rent paid to 4/03/2023 with part payment of \$62.14 (previously paid to 25/02/2023 + \$57.14)		\$450.00
Management Fee *	\$59.38	
Total	\$59.38	\$900.00

Account Transactions

Withdrawal by EFT to owner David Freeman - DAF Investments (Qld) Pty Ltd ATF [EFT Transfer to: David Freeman - DAF Investments (Qld) Pty Ltd ATF , (182512) - ***156]	\$840.62	
Balance remaining		\$0.00

GST Summary

Total Tax on agency fees	\$5.40
(* includes Tax)	

5-19



3/1792 David Low Way
Coolum Beach QLD 4573
(w) 07 5446 4573
<https://coolum.randw.com.au>
rentals@rwcoolum.com.au
ABN: 92122109417
Licence: 3481848

David Freeman
DAF Investments (Qld) Pty Ltd ATF DJ AJ Freeman SM
39 Parkside Parade
Wongawallan QLD 4210

Tax Invoice

Account OWN00175
Statement #69
15 Mar 2023

Money In	\$900.00
Money Out	\$59.38
You Received	\$840.62

Details for Account OWN00175

	Money Out	Money In
Balance brought forward		\$0.00
27A Seamist Cct, Coolum Beach QLD 4573		
Rented for \$445.00 per week		
Penelope Williams paid to 20/03/2023		
Rent paid to 11/03/2023 with part payment of \$67.14 (previously paid to 4/03/2023 + \$62.14)		\$450.00
Rent paid to 18/03/2023 with part payment of \$72.14 (previously paid to 11/03/2023 + \$67.14)		\$450.00
Management Fee *	\$59.38	
Total	\$59.38	\$900.00

Account Transactions

Withdrawal by EFT to owner David Freeman - DAF Investments (Qld) Pty Ltd ATF [EFT Transfer to: David Freeman - DAF Investments (Qld) Pty Ltd ATF , (182512) - ***156]	\$840.62	
Balance remaining		\$0.00

GST Summary

Total Tax on agency fees (* includes Tax)	\$5.40
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3/1792 David Low Way
 Coolum Beach QLD 4573
 (w) 07 5446 4573
<https://coolum.randw.com.au>
rentals@rwcoolum.com.au
 ABN: 92122109417
 Licence: 3481848

David Freeman
 DAF Investments (Qld) Pty Ltd ATF DJ AJ Freeman SM
 39 Parkside Parade
 Wongawallan QLD 4210

Tax Invoice

Account OWN00175
 Statement #70
 31 Mar 2023

Money In	\$1,350.00
Money Out	\$218.07
You Received	\$1,131.93

Details for Account OWN00175

	Money Out	Money In
Balance brought forward		\$0.00
27A Seamist Cct, Coolum Beach QLD 4573		
Rented for \$445.00 per week		
Penelope Williams paid to 10/04/2023		
Rent paid to 25/03/2023 with part payment of \$77.14 (previously paid to 18/03/2023 + \$72.14)		\$450.00
Rent paid to 1/04/2023 with part payment of \$82.14 (previously paid to 25/03/2023 + \$77.14)		\$450.00
Rent paid to 8/04/2023 with part payment of \$87.14 (previously paid to 1/04/2023 + \$82.14)		\$450.00
Annual Smoke Alarm 01.04.23-31.03.24 - Coast Smoke Alarms *	\$129.00	
Management Fee *	\$89.07	
Total	\$218.07	\$1,350.00

Account Transactions

Withdrawal by EFT to owner David Freeman - DAF Investments (Qld) Pty Ltd ATF [EFT Transfer to: David Freeman - DAF Investments (Qld) Pty Ltd ATF , (182512) - ***156]	\$1,131.93	
Balance remaining		\$0.00

GST Summary

Total Tax on attached expenses	\$11.73
Total Tax on agency fees	\$8.10
(* includes Tax)	



3/1792 David Low Way
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 Licence: 3481848

David Freeman
 DAF Investments (Qld) Pty Ltd ATF DJ AJ Freeman SM
 39 Parkside Parade
 Wongawallan QLD 4210

Tax Invoice

Account OWN00175
 Statement #71
 17 Apr 2023

Money In	\$1,108.31
Money Out	\$59.38
You Received	\$1,048.93

Details for Account OWN00175

	Money Out	Money In
Balance brought forward		\$0.00
27A Seamist Cct, Coolum Beach QLD 4573		
Rented for \$445.00 per week		
Penelope Williams paid to 24/04/2023		
Rent paid to 15/04/2023 with part payment of \$92.14 (previously paid to 8/04/2023 + \$87.14)		\$450.00
Rent paid to 22/04/2023 with part payment of \$97.14 (previously paid to 15/04/2023 + \$92.14)		\$450.00
AGL Electricity Bill NOVEMBER 22 *		\$208.31
Management Fee *	\$59.38	
Total	\$59.38	\$1,108.31

Account Transactions

Withdrawal by EFT to owner David Freeman - DAF Investments (Qld) Pty Ltd ATF [EFT Transfer to: David Freeman - DAF Investments (Qld) Pty Ltd ATF , (182512) - ***156]	\$1,048.93	
Balance remaining		\$0.00

GST Summary

Total Tax on income	\$18.94
Total Tax on agency fees	\$5.40
(* includes Tax)	

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3/1792 David Low Way
Coolum Beach QLD 4573
(w) 07 5446 4573
<https://coolum.randw.com.au>
rentals@rwcoolum.com.au
ABN: 92122109417
Licence: 3481848

David Freeman
DAF Investments (Qld) Pty Ltd ATF DJ AJ Freeman SM
39 Parkside Parade
Wongawallan QLD 4210

Tax Invoice

Account OWN00175
Statement #72
2 May 2023

Money In	\$995.22
Money Out	\$59.38
You Received	\$935.84

Details for Account OWN00175

	Money Out	Money In
Balance brought forward		\$0.00
27A Seamist Cct, Coolum Beach QLD 4573		
Rented for \$445.00 per week		
Penelope Williams paid to 8/05/2023		
Rent paid to 29/04/2023 with part payment of \$102.14 (previously paid to 22/04/2023 + \$97.14)		\$450.00
Rent paid to 6/05/2023 with part payment of \$107.14 (previously paid to 29/04/2023 + \$102.14)		\$450.00
Unitywater Bill 21.01.23 to 19.04.23		\$95.22
Management Fee *	\$59.38	
Total	\$59.38	\$995.22

Account Transactions

Withdrawal by EFT to owner David Freeman - DAF Investments (Qld) Pty Ltd ATF [EFT Transfer to: David Freeman - DAF Investments (Qld) Pty Ltd ATF , (182512) - ***156]	\$935.84	
Balance remaining		\$0.00

GST Summary

Total Tax on agency fees \$5.40
(* includes Tax)

5-23



3/1792 David Low Way
Coolum Beach QLD 4573
(w) 07 5446 4573
<https://coolum.randw.com.au>
rentals@rwcoolum.com.au
ABN: 92122109417
Licence: 3481848

David Freeman
DAF Investments (Qld) Pty Ltd ATF DJ AJ Freeman SM
39 Parkside Parade
Wongawallan QLD 4210

Tax Invoice

Account OWN00175
Statement #73
15 May 2023

Money In	\$900.00
Money Out	\$59.38
You Received	\$840.62

Details for Account OWN00175

	Money Out	Money In
Balance brought forward		\$0.00
27A Seamist Cct, Coolum Beach QLD 4573		
Rented for \$445.00 per week		
Penelope Williams paid to 22/05/2023		
Rent paid to 13/05/2023 with part payment of \$112.14 (previously paid to 6/05/2023 + \$107.14)		\$450.00
Rent paid to 20/05/2023 with part payment of \$117.14 (previously paid to 13/05/2023 + \$112.14)		\$450.00
Management Fee *	\$59.38	
Total	\$59.38	\$900.00

Account Transactions

Withdrawal by EFT to owner David Freeman - DAF Investments (Qld) Pty Ltd ATF [EFT Transfer to: David Freeman - DAF Investments (Qld) Pty Ltd ATF , (182512) - ***156]	\$840.62	
Balance remaining		\$0.00

GST Summary

Total Tax on agency fees (* includes Tax)	\$5.40
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3/1792 David Low Way
Coolum Beach QLD 4573
(w) 07 5446 4573
<https://coolum.randw.com.au>
rentals@rwcoolum.com.au
ABN: 92122109417
Licence: 3481848

David Freeman
DAF Investments (Qld) Pty Ltd ATF DJ AJ Freeman SM
39 Parkside Parade
Wongawallan QLD 4210

Tax Invoice
Account OWN00175
Statement #74
31 May 2023

Money In	\$900.00
Money Out	\$59.38
You Received	\$840.62

Details for Account OWN00175

	Money Out	Money In
Balance brought forward		\$0.00
27A Seamist Cct, Coolum Beach QLD 4573		
Rented for \$445.00 per week		
Penelope Williams paid to 5/06/2023		
Rent paid to 27/05/2023 with part payment of \$122.14 (previously paid to 20/05/2023 + \$117.14)		\$450.00
Rent paid to 3/06/2023 with part payment of \$127.14 (previously paid to 27/05/2023 + \$122.14)		\$450.00
Management Fee *	\$59.38	
Total	\$59.38	\$900.00

Account Transactions

Withdrawal by EFT to owner David Freeman - DAF Investments (Qld) Pty Ltd ATF [EFT Transfer to: David Freeman - DAF Investments (Qld) Pty Ltd ATF , (182512) - ***156]	\$840.62	
Balance remaining		\$0.00

GST Summary

Total Tax on agency fees	\$5.40
(* includes Tax)	

5-25



3/1792 David Low Way
Coolum Beach QLD 4573
(w) 07 5446 4573
<https://coolum.randw.com.au>
rentals@rwcoolum.com.au
ABN: 92122109417
Licence: 3481848

David Freeman
DAF Investments (Qld) Pty Ltd ATF DJ AJ Freeman SM
39 Parkside Parade
Wongawallan QLD 4210

Tax Invoice

Account OWN00175
Statement #75
15 Jun 2023

Money In	\$900.00
Money Out	\$59.38
You Received	\$840.62

Details for Account OWN00175

	Money Out	Money In
Balance brought forward		\$0.00
27A Seamist Cct, Coolum Beach QLD 4573		
Rented for \$445.00 per week		
Penelope Williams paid to 20/06/2023		
Rent paid to 10/06/2023 with part payment of \$132.14 (previously paid to 3/06/2023 + \$127.14)		\$450.00
Rent paid to 17/06/2023 with part payment of \$137.14 (previously paid to 10/06/2023 + \$132.14)		\$450.00
Management Fee *	\$59.38	
Total	\$59.38	\$900.00

Account Transactions

Withdrawal by EFT to owner David Freeman - DAF Investments (Qld) Pty Ltd ATF [EFT Transfer to: David Freeman - DAF Investments (Qld) Pty Ltd ATF , (182512) - ***156]	\$840.62	
Balance remaining		\$0.00

GST Summary

Total Tax on agency fees	\$5.40
(* includes Tax)	

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3/1792 David Low Way
Coolum Beach QLD 4573
(w) 07 5446 4573
<https://coolum.randw.com.au>
rentals@rwcoolum.com.au
ABN: 92122109417
Licence: 3481848

David Freeman
DAF Investments (Qld) Pty Ltd ATF DJ AJ Freeman SM
39 Parkside Parade
Wongawallan QLD 4210

Tax Invoice

Account OWN00175
Statement #76
30 Jun 2023

Money In	\$900.00
Money Out	\$59.38
You Received	\$840.62

Details for Account OWN00175

	Money Out	Money In
Balance brought forward		\$0.00
27A Seamist Cct, Coolum Beach QLD 4573		
Rented for \$445.00 per week		
Penelope Williams paid to 4/07/2023		
Rent paid to 24/06/2023 with part payment of \$142.14 (previously paid to 17/06/2023 + \$137.14)		\$450.00
Rent paid to 1/07/2023 with part payment of \$147.14 (previously paid to 24/06/2023 + \$142.14)		\$450.00
Management Fee *	\$59.38	
Total	\$59.38	\$900.00

Account Transactions

Withdrawal by EFT to owner David Freeman - DAF Investments (Qld) Pty Ltd ATF [EFT Transfer to: David Freeman - DAF Investments (Qld) Pty Ltd ATF , (182512) - ***156]	\$840.62	
Balance remaining		\$0.00

GST Summary

Total Tax on agency fees	\$5.40
(* includes Tax)	

Residential tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008



5-27

Part 1 Tenancy details

Item 1 **1.1 Lessor**
 Name/trading name **D. Freeman C/O Richardson & Wrench Coolum**

Address

 _____ Postcode

1.2 Phone _____ Mobile _____ Email **rentals@rwcoolum.com.au**

Item 2 **2.1 Tenant/s**
Tenant 1 Full name/s **Penelope Williams**
 Phone **0400835535** Email **penewilliams@outlook.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 **MM Lawler PTY LTD ATF MM Lawler Trust Trading as Richardson and Wrench Coolum**

Address
3/1792 David Low Way **Coolum Beach, QLD**
Coolum Beach **QLD** Postcode **4573**

3.2 Phone **07 5446 4573** Mobile _____ Email **rentals@rwcoolum.com.au**

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

4.1 Lessor
 Email Yes No **rentals@rwcoolum.com.au** Facsimile Yes No _____

4.2 Tenant/s
 Email Yes No **penewilliams@outlook.com** Facsimile Yes No _____

4.3 Agent
 Email Yes No **rentals@rwcoolum.com.au** Facsimile Yes No _____

Item 5 **5.1 Address of the rental premises**
27A Seamist Cct
Coolum Beach **QLD** Postcode **4573**

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 **29 / 11 / 2022** **6.3 Ending on** **28 / 11 / 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 \$ 425.00 per week fortnight month See clause 8(1)

Item 8 Rent must be paid on the Same day of each week
Insert day. See clause 8(2) Insert week, fortnight or month

Item 9 Method of rent payment Insert the way the rent must be paid. See clause 8(3)
DEFT PAYMENT- Credit Card, BPAY or Money Order

Details for direct credit

BSB no. Bank/building society/credit union

Account no. Account name

Payment reference 0039558598

Item 10 Place of rent payment Insert where the rent must be paid. See clause 8(4) to 8(6)
DEFT PAYMENT- Credit Card, BPAY or Money Order

Item 11 Rental bond amount \$ 1,780.00 See clause 13

Item 12 12.1 The services supplied to the premises for which the tenant must pay See clause 16
Electricity Yes No Any other service that a tenant must pay Yes No
Gas Yes No Type water usage costs See special terms (page 8)
Phone Yes No

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

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

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

Item 14 How services must be paid for Insert for each how the tenant must pay. See clause 16(d)
Electricity As invoiced by office.
Gas N/A
Phone Direct to the Supplier
Any other service stated in item 12.1 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 Number Type Number

Item 18 Nominated repairers Insert name and telephone number for each. See clause 31
Electrical repairs Parnell Electrical Phone 0409 529 914
Plumbing repairs Flush Plumbing & Gas Phone 0448 813 074
Other Richardson & Wrench Cooloom Phone 07 5446 4573

Part 2 Standard Terms

Division 1 Preliminary

1 Interpretation

In this agreement -

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

2 Terms of a general tenancy agreement

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

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

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

3 More than 1 lessor or tenant

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

Division 2 Period of tenancy

4 Start of tenancy

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

5 Entry condition report - s 65

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

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

6 Continuation of fixed term agreement - s 70

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

7 Costs apply to early ending of fixed term agreement

- (1) This clause applies if -
 - (a) this agreement is a fixed term agreement; and
 - (b) the tenant terminates it before the term ends in a way not permitted under the Act.
 - (2) The tenant must pay the reasonable costs incurred by the lessor in reletting the premises.
- Note* - For when the tenant may terminate early under the Act, see clause 36 and the information statement. Under section 362, the lessor has a general duty to mitigate (avoid or reduce) the costs.

Division 3 Rent

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

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

Note - If the way rent is to be paid is another way agreed on by the lessor and tenant under section 83(4)(g), the lessor or the lessor's agent must comply with the obligations under section 84(2).
- (4) The rent must be paid at the place stated in this agreement for item 10.
- (5) However, if, after the signing of this agreement, the lessor gives a notice to the tenant stating a different place for payment and the place is reasonable, the rent must be paid at the place while the notice is in force.
- (6) If no place is stated in this agreement for item 10 and there is no notice stating a place, the rent must be paid at an appropriate place.

Examples of an appropriate place -

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

9 Rent in advance - s 87

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

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

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

General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008

10 Rent increases - ss 91 and 93

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

11 Application to tribunal about excessive increase - s 92

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

12 Rent decreases - s 94

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

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

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

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

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

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

14 Increase in bond - s 154

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

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

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

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

Examples -

body corporate levies, council general rates, sewerage charges, environment levies, land tax
- (2) This clause does not apply if -
 - (a) the lessor is the State; and
 - (b) rent is not payable under the agreement; and
 - (c) the tenant is an entity receiving financial or other assistance from the State to supply rented accommodation to persons.

16 General service charges - ss 164 and 165

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

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

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

17 Water service charges - ss 164 and 166

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

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

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

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

Division 6 Rights and obligations concerning the premises during tenancy

Subdivision 1 Occupation and use of premises

18 No legal impediments to occupation - s 181

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

Examples of possible legal impediments -

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

19 Vacant possession and quiet enjoyment - ss 182 and 183

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

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

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

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

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

Note - See the information statement for details.

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

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

22 Units and townhouses - s 69

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

23 Number of occupants allowed

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

24 Pets

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

Subdivision 2 Standard of premises

25 Lessor's obligations - s 185

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

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

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

- (4) In this clause -

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

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

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

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

Subdivision 3 The dwelling

27 Fixtures or structural changes - ss 207-209

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

General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008



5.32

Examples of terms -

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

28 Supply of locks and keys - s 210

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

29 Changing locks - ss 211 and 212

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

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

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

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

31 Nominated repairer for emergency repairs - s 216

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

32 Notice of damage - s 217

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

33 Emergency repairs arranged by tenant - ss 218 and 219

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

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

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

35 State assisted lessors or employees of lessor - s 237

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

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

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

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

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

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

Note - See the information statement for details.

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

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

Examples of what may be fair wear and tear -

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

38 Keys

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

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

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

40 Exit condition report - s 66

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

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

- (1) The tenant must take all of the tenant's belongings from the premises at the end of the tenancy.
- (2) The lessor may not treat belongings left behind as the lessor's own property, but must deal with them under sections 363 and 364.
Note - For details of the lessor's obligations under sections 363 and 364, see the information statement. They may include an obligation to store goods and may allow the lessor to sell goods and pay the net sale proceeds (after storage and selling costs) to the public trustee.

Division 9 Miscellaneous

42 Supply of goods and services - s 171

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

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

43 Lessor's agent

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

44 Notices

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

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

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

See Annexure A.

This lease includes a rent increase of \$20.00 per week starting 14/01/2023.

This lease includes a bond increase of \$80.00 which needs to be paid by 29/11/2022.

Names of Approved Occupants:

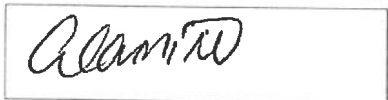
The tenant/s must receive a copy of the information statement (Form 17a) and a copy of any applicable by-laws if copies have not previously been given to the tenant/s. **Do not send to the RTA - give this form to the tenant/s. keep a copy for your records.**

Signature of lessor/agent

Name/trading name

Richardson & Wrench Coolum

Signature



Date 29.11.22

Signature of tenant 1

Print name

Penelope Williams

Signature



Date 29/11/22

Signature of tenant 2

Print name

Signature

Date / /

Signature of tenant 3

Print name

Signature

Date / /

Special Terms

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

45 Occupation and use of premises

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

46 Subletting via online home sharing platforms

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

47 Care of the premises by the tenant

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

48 Photographs of the property during an inspection

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


49 Locks and keys and remote controls

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

50 Early termination by tenant

If the tenancy is breached before the end of the tenancy specified in item 6 despite other provisions of this agreement the lessor may claim from the tenant-

- (a) the rent and service charges until the lessor re-lets the premises or the end of the tenancy as specified in item 6 whichever is the earlier; and

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

Special Terms *continued...*

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

(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)



DJ AJ Freeman SMSF
 Rental Summary 2023 FY
 27 & 27A Seamist Circuit, Coolool Beach
 (Main residence + Granny flat)

Statement date	Statement number	Gross Rent	Advertising Fees	Agent Fees	Letting fee	Garden	Pest	R & M	Capital	Stationery, Postage etc	Net Rent	Bankings	Discrep
	62	1260		83.15							1176.85	1176.85	
	63	1260		83.15							1176.85	1176.85	
	64	2520		166.3							2353.7	2353.7	
	65	198.02									198.02	198.02	
	66	2520		166.3							2353.7	2353.7	
	67	1442.6		83.15							1359.45	1359.45	
	68	601		14.67							586.33	586.33	
	69	1600		105.6	880			25			589.4	589.4	
	70	1600		105.6				258.5			1235.9	1235.9	
	71	1600		105.6				159			1335.4	1335.4	
	72	1600		105.6							1494.4	1494.4	
	73	2550.79		158.4							2392.39	2392.39	
	74	1600		105.6				242			1252.4	1252.4	
	75	1600		105.6				129			1365.4	1365.4	
	76	1600		105.6							1494.4	1494.4	
	77	1600		105.6							1494.4	1494.4	
	78	1600		105.6							1494.4	1494.4	
	79	4090.47		219.68	825			109.5			2936.29	2936.29	
	80	1808.57		1.9			295	1022.3			489.37	489.37	
	81	2250									2250	2250	
	82	1500									1500	1500	
		36401.45	0	1927.1	1705	295	0	1945.3	0	0	30529.05	30529.05	

b-2



3/1792 David Low Way
Coolum Beach QLD 4573
(w) 07 5446 4573
<https://coolum.randw.com.au>
maree@rwcoolum.com.au
ABN: 92122109417
Licence: 3481848

David Freeman
DAF Investments
39 Parkside Parade
Wongawallan QLD 4210

Tax Invoice
Account OWN00143
Statement #63
15 Jul 2022

Money In	\$1,260.00
Money Out	\$83.15
You Received	\$1,176.85

Details for Account OWN00143

	Money Out	Money In
Balance brought forward		\$0.00
27 Seamist Circuit, Coolum Beach QLD 4573		
Rented for \$630.00 per week		
Brian Chaffey paid to 15/07/2022		
Rent paid to 10/07/2022 with part payment of \$407.67 (previously paid to 26/06/2022 + \$407.67)		\$1,260.00
Management Fee *	\$83.15	
Total	\$83.15	\$1,260.00

Account Transactions

Withdrawal by EFT to owner DAF Investments (Qld) Pty Ltd ATF DJ AJ Freeman SM	\$1,176.85	
[EFT Transfer to: DAF Investments (Qld) Pty Ltd ATF DJ AJ Freeman SM, (182512) - ***156]		
Balance remaining		\$0.00

GST Summary

Total Tax on agency fees	\$7.56
(* includes Tax)	

6-3



3/1792 David Low Way
Coolum Beach QLD 4573
(w) 07 5446 4573
<https://coolum.randw.com.au>
maree@rwcoolum.com.au
ABN: 92122109417
Licence: 3481848

David Freeman
DAF Investments
39 Parkside Parade
Wongawallan QLD 4210

Tax Invoice
Account OWN00143
Statement #64
1 Aug 2022

Money In	\$2,520.00
Money Out	\$166.30
You Received	\$2,353.70

Details for Account OWN00143

	Money Out	Money In
Balance brought forward		\$0.00
27 Seamist Circuit, Coolum Beach QLD 4573		
Rented for \$630.00 per week Brian Chaffey paid to 12/08/2022		
Rent paid to 24/07/2022 with part payment of \$407.67 (previously paid to 10/07/2022 + \$407.67)		\$1,260.00
Rent paid to 7/08/2022 with part payment of \$407.67 (previously paid to 24/07/2022 + \$407.67)		\$1,260.00
Management Fee *	\$166.30	
Total	\$166.30	\$2,520.00

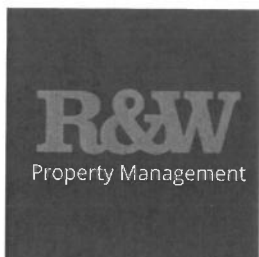
Account Transactions

Withdrawal by EFT to owner DAF Investments (Qld) Pty Ltd ATF DJ AJ Freeman SM [EFT Transfer to: DAF Investments (Qld) Pty Ltd ATF DJ AJ Freeman SM, (182512) - ***156]	\$2,353.70	
Balance remaining		\$0.00

GST Summary

Total Tax on agency fees \$15.12
(* includes Tax)

6-4



3/1792 David Low Way
Coolum Beach QLD 4573
(w) 07 5446 4573
<https://coolum.randw.com.au>
maree@rwcoolum.com.au
ABN: 92122109417
Licence: 3481848

David Freeman
DAF Investments
39 Parkside Parade
Wongawallan QLD 4210

Tax Invoice

Account OWN00143
Statement #65
15 Aug 2022

Money In	\$198.02
Money Out	\$0.00
You Received	\$198.02

Details for Account OWN00143

	Money Out	Money In
Balance brought forward		\$0.00
27 Seamist Circuit, Coolum Beach QLD 4573		
Rented for \$630.00 per week		
Brian Chaffey paid to 12/08/2022		
Electricity Usage 08.02.22 to 13.05.22 *		\$198.02
Total	\$0.00	\$198.02

Account Transactions

Withdrawal by EFT to owner DAF Investments (Qld) Pty Ltd ATF DJ AJ Freeman SM	\$198.02	
[EFT Transfer to: DAF Investments (Qld) Pty Ltd ATF DJ AJ Freeman SM, (182512) - ***156]		
Balance remaining		\$0.00

GST Summary

Total Tax on income	\$18.00
(* includes Tax)	

6-5



3/1792 David Low Way
Coolum Beach QLD 4573
(w) 07 5446 4573
<https://coolum.randw.com.au>
maree@rwcoolum.com.au
ABN: 92122109417
Licence: 3481848

David Freeman
DAF Investments
39 Parkside Parade
Wongawallan QLD 4210

Tax Invoice
Account OWN00143
Statement #66
1 Sep 2022

Money In	\$2,520.00
Money Out	\$166.30
You Received	\$2,353.70

Details for Account OWN00143

	Money Out	Money In
Balance brought forward		\$0.00
27 Seamist Circuit, Coolum Beach QLD 4573		
Rented for \$630.00 per week		
Brian Chaffey paid to 9/09/2022		
Rent paid to 21/08/2022 with part payment of \$407.67 (previously paid to 7/08/2022 + \$407.67)		\$1,260.00
Rent paid to 4/09/2022 with part payment of \$407.67 (previously paid to 21/08/2022 + \$407.67)		\$1,260.00
Management Fee *	\$166.30	
Total	\$166.30	\$2,520.00

Account Transactions

Withdrawal by EFT to owner DAF Investments (Qld) Pty Ltd ATF DJ AJ Freeman SM	\$2,353.70	
[EFT Transfer to: DAF Investments (Qld) Pty Ltd ATF DJ AJ Freeman SM, (182512) - ***156]		
Balance remaining		\$0.00

GST Summary

Total Tax on agency fees	\$15.12
(* includes Tax)	

6-6



3/1792 David Low Way
Coolum Beach QLD 4573
(w) 07 5446 4573
<https://coolum.randw.com.au>
maree@rwcoolum.com.au
ABN: 92122109417
Licence: 3481848

David Freeman
DAF Investments
39 Parkside Parade
Wongawallan QLD 4210

Tax Invoice
Account OWN00143
Statement #67
15 Sep 2022

Money In	\$1,442.60
Money Out	\$83.15
You Received	\$1,359.45

Details for Account OWN00143

	Money Out	Money In
Balance brought forward		\$0.00
27 Seamist Circuit, Coolum Beach QLD 4573		
Rented for \$630.00 per week		
Brian Chaffey paid to 23/09/2022		
Rent paid to 18/09/2022 with part payment of \$407.67 (previously paid to 4/09/2022 + \$407.67)		\$1,260.00
Unitywater Bill 15.04.22 to 20.07.22		\$182.60
Management Fee *	\$83.15	
Total	\$83.15	\$1,442.60

Account Transactions

Withdrawal by EFT to owner DAF Investments (Qld) Pty Ltd ATF DJ AJ Freeman SM [EFT Transfer to: DAF Investments (Qld) Pty Ltd ATF DJ AJ Freeman SM, (182512) - ***156]	\$1,359.45	
Balance remaining		\$0.00

GST Summary

Total Tax on agency fees	\$7.56
(* includes Tax)	

6-7



3/1792 David Low Way
Coolum Beach QLD 4573
(w) 07 5446 4573
<https://coolum.randw.com.au>
maree@rwcoolum.com.au
ABN: 92122109417
Licence: 3481848

David Freeman
DAF Investments
39 Parkside Parade
Wongawallan QLD 4210

Tax Invoice
Account OWN00143
Statement #68
30 Sep 2022

Money In	\$601.00
Money Out	\$14.67
You Received	\$586.33

Details for Account OWN00143

	Money Out	Money In
Balance brought forward		\$0.00
27 Seamist Circuit, Coolum Beach QLD 4573		
For rent		
Rent paid to 25/09/2022 (previously paid to 18/09/2022 + \$407.67) Tenant Brian Chaffey		\$222.33
AGL Electricity Bill 14.05.22 to 05.08.22 * Management Fee *	\$14.67	\$378.67
Total	\$14.67	\$601.00

Account Transactions

Withdrawal by EFT to owner DAF Investments (Qld) Pty Ltd ATF DJ AJ Freeman SM [EFT Transfer to: DAF Investments (Qld) Pty Ltd ATF DJ AJ Freeman SM, (182512) - ***156]	\$586.33	
Balance remaining		\$0.00

GST Summary

Total Tax on income	\$34.42
Total Tax on agency fees	\$1.33
(* includes Tax)	

6-8



3/1792 David Low Way
Coolum Beach QLD 4573
(w) 07 5446 4573
<https://coolum.randw.com.au>
maree@rwcoolum.com.au
ABN: 92122109417
Licence: 3481848

David Freeman
DAF Investments
39 Parkside Parade
Wongawallan QLD 4210

Tax Invoice

Account OWN00143
Statement #69
1 Dec 2022

Money In	\$1,600.00
Money Out	\$1,010.60
You Received	\$589.40

Details for Account OWN00143

	Money Out	Money In
Balance brought forward		\$0.00
27 Seamist Circuit, Coolum Beach QLD 4573		
Rented for \$800.00 per week		
Leigh Malcolmson & Alison Mayfield paid to 6/12/2022		
Rent paid to 6/12/2022 (moved in 23/11/2022)		\$1,600.00
5x Keys Cut - Coolum Locksmiths *	\$25.00	
Leasing Fee *	\$880.00	
Management Fee *	\$105.60	
Total	\$1,010.60	\$1,600.00

Account Transactions

Withdrawal by EFT to owner DAF Investments (Qld) Pty Ltd ATF DJ AJ Freeman SM [EFT Transfer to: DAF Investments (Qld) Pty Ltd ATF DJ AJ Freeman SM, (182512) - ***156]	\$589.40	
Balance remaining		\$0.00

GST Summary

Total Tax on attached expenses	\$2.27
Total Tax on agency fees	\$89.60
(* includes Tax)	

6-9



3/1792 David Low Way
Coolum Beach QLD 4573
(w) 07 5446 4573
<https://coolum.randw.com.au>
maree@rwcoolum.com.au
ABN: 92122109417
Licence: 3481848

David Freeman
DAF Investments
39 Parkside Parade
Wongawallan QLD 4210

Tax Invoice
Account OWN00143
Statement #70
15 Dec 2022

Money In	\$1,600.00
Money Out	\$364.10
You Received	\$1,235.90

Details for Account OWN00143

	Money Out	Money In
Balance brought forward		\$0.00
27 Seamist Circuit, Coolum Beach QLD 4573		
Rented for \$800.00 per week		
Leigh Malcolmson & Alison Mayfield paid to 20/12/2022		
Rent paid to 13/12/2022 (previously paid to 6/12/2022)		\$800.00
Rent paid to 20/12/2022 (previously paid to 13/12/2022)		\$800.00
Front Lock & Front Sliding Door - Adam Caine - Handyman *	\$258.50	
Management Fee *	\$105.60	
Total	\$364.10	\$1,600.00

Account Transactions

Withdrawal by EFT to owner DAF Investments (Qld) Pty Ltd ATF DJ AJ Freeman SM [EFT Transfer to: DAF Investments (Qld) Pty Ltd ATF DJ AJ Freeman SM, (182512) - ***156]	\$1,235.90	
Balance remaining		\$0.00

GST Summary

Total Tax on attached expenses	\$23.50
Total Tax on agency fees	\$9.60
(* includes Tax)	

6-10



3/1792 David Low Way
Coolum Beach QLD 4573
(w) 07 5446 4573
<https://coolum.randw.com.au>
maree@rwcoolum.com.au
ABN: 92122109417
Licence: 3481848

David Freeman
DAF Investments
39 Parkside Parade
Wongawallan QLD 4210

Tax Invoice
Account OWN00143
Statement #71
30 Dec 2022

Money In	\$1,600.00
Money Out	\$264.60
You Received	\$1,335.40

Details for Account OWN00143

	Money Out	Money In
Balance brought forward		\$0.00
27 Seamist Circuit, Coolum Beach QLD 4573		
Rented for \$800.00 per week		
Leigh Malcolmson & Alison Mayfield paid to 3/01/2023		
Rent paid to 27/12/2022 (previously paid to 20/12/2022)		\$800.00
Rent paid to 3/01/2023 (previously paid to 27/12/2022)		\$800.00
Drain hose on dishwasher - Suncoast Appliance Services *	\$159.00	
Management Fee *	\$105.60	
Total	\$264.60	\$1,600.00

Account Transactions

Withdrawal by EFT to owner DAF Investments (Qld) Pty Ltd ATF DJ AJ Freeman SM	\$1,335.40	
[EFT Transfer to: DAF Investments (Qld) Pty Ltd ATF DJ AJ Freeman SM, (182512) - ***156]		
Balance remaining		\$0.00

GST Summary

Total Tax on attached expenses	\$14.45
Total Tax on agency fees	\$9.60
(* includes Tax)	

6-11



3/1792 David Low Way
Coolum Beach QLD 4573
(w) 07 5446 4573
<https://coolum.randw.com.au>
maree@nwcoolum.com.au
ABN: 92122109417
Licence: 3481848

David Freeman
DAF Investments
39 Parkside Parade
Wongawallan QLD 4210

Tax Invoice

Account OWN00143
Statement #72
16 Jan 2023

Money In	\$1,600.00
Money Out	\$105.60
You Received	\$1,494.40

Details for Account OWN00143

	Money Out	Money In
Balance brought forward		\$0.00
27 Seamist Circuit, Coolum Beach QLD 4573		
Rented for \$800.00 per week		
Leigh Malcolmson & Alison Mayfield paid to 17/01/2023		
Rent paid to 10/01/2023 (previously paid to 3/01/2023)		\$800.00
Rent paid to 17/01/2023 (previously paid to 10/01/2023)		\$800.00
Management Fee *	\$105.60	
Total	\$105.60	\$1,600.00

Account Transactions

Withdrawal by EFT to owner DAF Investments (Qld) Pty Ltd ATF DJ AJ Freeman SM [EFT Transfer to: DAF Investments (Qld) Pty Ltd ATF DJ AJ Freeman SM, (182512) - ***156]	\$1,494.40	
Balance remaining		\$0.00

GST Summary

Total Tax on agency fees	\$9.60
(* includes Tax)	

6-12



3/1792 David Low Way
Coolum Beach QLD 4573
(w) 07 5446 4573
<https://coolum.randw.com.au>
maree@rwcoolum.com.au
ABN: 92122109417
Licence: 3481848

David Freeman
DAF Investments
39 Parkside Parade
Wongawallan QLD 4210

Tax Invoice
Account OWN00143
Statement #73
31 Jan 2023

Money In	\$2,550.79
Money Out	\$158.40
You Received	\$2,392.39

Details for Account OWN00143

	Money Out	Money In
Balance brought forward		\$0.00
27 Seamist Circuit, Coolum Beach QLD 4573		
Rented for \$800.00 per week		
Leigh Malcolmson & Alison Mayfield paid to 7/02/2023		
Rent paid to 24/01/2023 (previously paid to 17/01/2023)		\$800.00
Rent paid to 31/01/2023 (previously paid to 24/01/2023)		\$800.00
Rent paid to 7/02/2023 (previously paid to 31/01/2023)		\$800.00
Unitywater Bill		\$150.79
Management Fee *	\$158.40	
Total	\$158.40	\$2,550.79

Account Transactions

Withdrawal by EFT to owner DAF Investments (Qld) Pty Ltd ATF DJ AJ Freeman SM [EFT Transfer to: DAF Investments (Qld) Pty Ltd ATF DJ AJ Freeman SM, (182512) - ***156]	\$2,392.39	
Balance remaining		\$0.00

GST Summary

Total Tax on agency fees \$14.40
(* includes Tax)

6-13



3/1792 David Low Way
Coolum Beach QLD 4573
(w) 07 5446 4573
<https://coolum.randw.com.au>
rentals@rwcoolum.com.au
ABN: 92122109417
Licence: 3481848

David Freeman
DAF Investments
39 Parkside Parade
Wongawallan QLD 4210

Tax Invoice

Account OWN00143
Statement #74
15 Feb 2023

Money In	\$1,600.00
Money Out	\$347.60
You Received	\$1,252.40

Details for Account OWN00143

	Money Out	Money In
Balance brought forward		\$0.00
27 Seamist Circuit, Coolum Beach QLD 4573		
Rented for \$800.00 per week		
Leigh Malcolmson & Alison Mayfield paid to 21/02/2023		
Rent paid to 14/02/2023 (previously paid to 7/02/2023)		\$800.00
Rent paid to 21/02/2023 (previously paid to 14/02/2023)		\$800.00
Garage Door Repair - Auto Lift Automatic Door Services *	\$242.00	
Management Fee *	\$105.60	
Total	\$347.60	\$1,600.00

Account Transactions

Withdrawal by EFT to owner DAF Investments (Qld) Pty Ltd ATF DJ AJ Freeman SM	\$1,252.40	
[EFT Transfer to: DAF Investments (Qld) Pty Ltd ATF DJ AJ Freeman SM, (182512) - ***156]		
Balance remaining		\$0.00

GST Summary

Total Tax on attached expenses	\$22.00
Total Tax on agency fees	\$9.60
(* includes Tax)	

6-14



3/1792 David Low Way
Coolum Beach QLD 4573
(w) 07 5446 4573
<https://coolum.randw.com.au>
rentals@rwcoolum.com.au
ABN: 92122109417
Licence: 3481848

David Freeman
DAF Investments
39 Parkside Parade
Wongawallan QLD 4210

Tax Invoice

Account OWN00143
Statement #75
28 Feb 2023

Money In	\$1,600.00
Money Out	\$234.60
You Received	\$1,365.40

Details for Account OWN00143

	Money Out	Money In
Balance brought forward		\$0.00
27 Seamist Circuit, Coolum Beach QLD 4573		
Rented for \$800.00 per week		
Leigh Malcolmson & Alison Mayfield paid to 7/03/2023		
Rent paid to 28/02/2023 (previously paid to 21/02/2023)		\$800.00
Rent paid to 7/03/2023 (previously paid to 28/02/2023)		\$800.00
Annual Smoke Alarm Service Fee - Coast Smoke Alarms *	\$129.00	
Management Fee *	\$105.60	
Total	\$234.60	\$1,600.00

Account Transactions

Withdrawal by EFT to owner DAF Investments (Qld) Pty Ltd ATF DJ AJ Freeman SM	\$1,365.40	
[EFT Transfer to: DAF Investments (Qld) Pty Ltd ATF DJ AJ Freeman SM, (182512) - ***156]		
Balance remaining		\$0.00

GST Summary

Total Tax on attached expenses	\$11.73
Total Tax on agency fees	\$9.60
(* includes Tax)	

6-15



3/1792 David Low Way
Coolum Beach QLD 4573
(w) 07 5446 4573
<https://coolum.randw.com.au>
rentals@rwcoolum.com.au
ABN: 92122109417
Licence: 3481848

David Freeman
DAF Investments
39 Parkside Parade
Wongawallan QLD 4210

Tax Invoice
Account OWN00143
Statement #76
15 Mar 2023

Money In	\$1,600.00
Money Out	\$105.60
You Received	\$1,494.40

Details for Account OWN00143

	Money Out	Money In
Balance brought forward		\$0.00
27 Seamist Circuit, Coolum Beach QLD 4573		
Rented for \$800.00 per week		
Leigh Malcolmson & Alison Mayfield paid to 21/03/2023		
Rent paid to 14/03/2023 (previously paid to 7/03/2023)		\$800.00
Rent paid to 21/03/2023 (previously paid to 14/03/2023)		\$800.00
Management Fee *	\$105.60	
Total	\$105.60	\$1,600.00

Account Transactions

Withdrawal by EFT to owner DAF Investments (Qld) Pty Ltd ATF DJ AJ Freeman SM	\$1,494.40	
[EFT Transfer to: DAF Investments (Qld) Pty Ltd ATF DJ AJ Freeman SM, (182512) - ***156]		
Balance remaining		\$0.00

GST Summary

Total Tax on agency fees	\$9.60
(* includes Tax)	

6-16



3/1792 David Low Way
Coolum Beach QLD 4573
(w) 07 5446 4573
<https://coolum.randw.com.au>
rentals@rwcoolum.com.au
ABN: 92122109417
Licence: 3481848

David Freeman
DAF Investments
39 Parkside Parade
Wongawallan QLD 4210

Tax Invoice
Account OWN00143
Statement #77
31 Mar 2023

Money In	\$1,600.00
Money Out	\$105.60
You Received	\$1,494.40

Details for Account OWN00143

	Money Out	Money In
Balance brought forward		\$0.00
27 Seamist Circuit, Coolum Beach QLD 4573		
Rented for \$800.00 per week		
Leigh Malcolmson & Alison Mayfield paid to 4/04/2023		
Rent paid to 28/03/2023 (previously paid to 21/03/2023)		\$800.00
Rent paid to 4/04/2023 (previously paid to 28/03/2023)		\$800.00
Management Fee *	\$105.60	
Total	\$105.60	\$1,600.00

Account Transactions

Withdrawal by EFT to owner DAF Investments (Qld) Pty Ltd ATF DJ AJ Freeman SM [EFT Transfer to: DAF Investments (Qld) Pty Ltd ATF DJ AJ Freeman SM, (182512) - ***156]	\$1,494.40	
Balance remaining		\$0.00

GST Summary

Total Tax on agency fees	\$9.60
(* includes Tax)	

6-17



3/1792 David Low Way
Coolum Beach QLD 4573
(w) 07 5446 4573
<https://coolum.randw.com.au>
rentals@rwcoolum.com.au
ABN: 92122109417
Licence: 3481848

David Freeman
DAF Investments
39 Parkside Parade
Wongawallan QLD 4210

Tax Invoice
Account OWN00143
Statement #78
17 Apr 2023

Money In	\$1,600.00
Money Out	\$105.60
You Received	\$1,494.40

Details for Account OWN00143

	Money Out	Money In
Balance brought forward		\$0.00
27 Seamist Circuit, Coolum Beach QLD 4573		
Rented for \$800.00 per week		
Leigh Malcolmson & Alison Mayfield paid to 18/04/2023		
Rent paid to 11/04/2023 (previously paid to 4/04/2023)		\$800.00
Rent paid to 18/04/2023 (previously paid to 11/04/2023)		\$800.00
Management Fee *	\$105.60	
Total	\$105.60	\$1,600.00

Account Transactions

Withdrawal by EFT to owner DAF Investments (Qld) Pty Ltd ATF DJ AJ Freeman SM [EFT Transfer to: DAF Investments (Qld) Pty Ltd ATF DJ AJ Freeman SM, (182512) - ***156]	\$1,494.40	
Balance remaining		\$0.00

GST Summary

Total Tax on agency fees	\$9.60
(* includes Tax)	

6-19



3/1792 David Low Way
Coolum Beach QLD 4573
(w) 07 5446 4573
<https://coolum.randw.com.au>
rentals@rwcoolum.com.au
ABN: 92122109417
Licence: 3481848

David Freeman
DAF Investments
39 Parkside Parade
Wongawallan QLD 4210

Tax Invoice
Account OWN00143
Statement #79
2 May 2023

Money In	\$4,090.47
Money Out	\$1,154.18
You Received	\$2,936.29

Details for Account OWN00143

	Money Out	Money In
Balance brought forward		\$0.00

27 Seamist Circuit, Coolum Beach QLD 4573

Rented for \$800.00 per week

Leigh Malcolmson & Alison Mayfield paid to 4/05/2023

Allison McGimpsey & Scott McGimpsey moves in on 5/05/2023 paid to 18/05/2023

Rent paid to 25/04/2023 (previously paid to 18/04/2023)		\$800.00
Rent paid to 2/05/2023 (previously paid to 25/04/2023)		\$800.00
Rent paid to 18/05/2023 (moved in 5/05/2023)		\$1,500.00
Tenant Allison McGimpsey & Scott McGimpsey		
Rent paid to 4/05/2023 (previously paid to 2/05/2023)		\$228.57
Unitywater Bill 21.01.23 to 19.04.23		\$190.47
Break Lease Fee		\$571.43
Fault in power circuit - Parnell Electrical Contracting *	\$109.50	
Management Fee *	\$219.68	
Leasing Fee *	\$825.00	
Total	\$1,154.18	\$4,090.47

Account Transactions

Withdrawal by EFT to owner DAF Investments (Qld) Pty Ltd ATF DJ AJ Freeman SM [EFT Transfer to: DAF Investments (Qld) Pty Ltd ATF DJ AJ Freeman SM, (182512) - ***156]	\$2,936.29
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Balance remaining	\$0.00
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GST Summary

Total Tax on attached expenses	\$9.95
Total Tax on agency fees	\$94.97
(* includes Tax)	

6-19



3/1792 David Low Way
Coolum Beach QLD 4573
(w) 07 5446 4573
<https://coolum.randw.com.au>
rentals@rwcoolum.com.au
ABN: 92122109417
Licence: 3481848

David Freeman
DAF Investments (QLD) Pty Ltd ATF DJ AJ Freeman SM
39 Parkside Parade
Wongawallan QLD 4210

Tax Invoice

Account OWN00143
Statement #80
31 May 2023

Money In	\$1,808.57
Money Out	\$1,319.20
You Received	\$489.37

Details for Account OWN00143

	Money Out	Money In
Balance brought forward		\$0.00
27 Seamist Circuit, Coolum Beach QLD 4573		
Rented for \$750.00 per week		
Allison McGimpsey & Scott McGimpsey paid to 2/06/2023		
Paid to 18/05/2023 with part payment of \$28.85 (from 18/05/2023) , credit \$28.85 for Reimbursement for globe purchases		
Rent paid to 25/05/2023 with part payment of \$28.85 (previously paid to 18/05/2023 + \$28.85)		\$750.00
Rent paid to 1/06/2023 with part payment of \$28.85 (previously paid to 25/05/2023 + \$28.85)		\$750.00
Break Lease Fee		\$308.57
No TV Reception - Colin Glanville - Jim's Antennas Maroochydore *	\$341.00	
Garden Tidy Up - Cheyne Miller - Coolum Mowing *	\$295.00	
Some lights not working - Dion Crosswell - Coastal Connections Electrical Contractors *	\$280.50	
Ensuite Shower - TAPS Terry Adcock Plumbing Solutions *	\$156.75	
Power points & replace faulty RCD - Parnell Electrical Contracting *	\$244.05	
Management Fee *	\$1.90	
Total	\$1,319.20	\$1,808.57

1022.30

Account Transactions

Withdrawal by EFT to owner DAF Investments (Qld) Pty Ltd ATF DJ AJ Freeman SM [EFT Transfer to: DAF Investments (Qld) Pty Ltd ATF DJ AJ Freeman SM, (182512) - ***156]	\$489.37	
Balance remaining		\$0.00

GST Summary

Total Tax on attached expenses	\$119.76
Total Tax on agency fees	\$0.17
(* includes Tax)	

6-20



3/1792 David Low Way
Coolum Beach QLD 4573
(w) 07 5446 4573
<https://coolum.randw.com.au>
rentals@rwcoolum.com.au
ABN: 92122109417
Licence: 3481848

David Freeman
DAF Investments (QLD) Pty Ltd ATF DJ AJ Freeman SM
39 Parkside Parade
Wongawallan QLD 4210

Tax Invoice

Account OWN00143
Statement #81
15 Jun 2023

Money In	\$2,250.00
Money Out	\$0.00
You Received	\$2,250.00

Details for Account OWN00143

	Money Out	Money In
Balance brought forward		\$0.00
27 Seamist Circuit, Coolum Beach QLD 4573		
Rented for \$750.00 per week		
Allison McGimpsey & Scott McGimpsey paid to 23/06/2023		
Rent paid to 8/06/2023 with part payment of \$28.85 (previously paid to 1/06/2023 + \$28.85)		\$750.00
Rent paid to 15/06/2023 with part payment of \$28.85 (previously paid to 8/06/2023 + \$28.85)		\$750.00
Rent paid to 22/06/2023 with part payment of \$28.85 (previously paid to 15/06/2023 + \$28.85)		\$750.00
Total	\$0.00	\$2,250.00

Account Transactions

Withdrawal by EFT to owner DAF Investments (Qld) Pty Ltd ATF DJ AJ Freeman SM [EFT Transfer to: DAF Investments (Qld) Pty Ltd ATF DJ AJ Freeman SM, (182512) - ***156]	\$2,250.00	
Balance remaining		\$0.00

GST Summary

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3/1792 David Low Way
Coolum Beach QLD 4573
(w) 07 5446 4573
<https://coolum.randw.com.au>
rentals@rwcoolum.com.au
ABN: 92122109417
Licence: 3481848

David Freeman
DAF Investments (QLD) Pty Ltd ATF DJ AJ Freeman SM
39 Parkside Parade
Wongawallan QLD 4210

Tax Invoice
Account OWN00143
Statement #82
30 Jun 2023

Money In	\$1,500.00
Money Out	\$0.00
You Received	\$1,500.00

Details for Account OWN00143

	Money Out	Money In
Balance brought forward		\$0.00
27 Seamist Circuit, Coolum Beach QLD 4573		
Rented for \$750.00 per week		
Allison McGimpsey & Scott McGimpsey paid to 7/07/2023		
Rent paid to 29/06/2023 with part payment of \$28.85 (previously paid to 22/06/2023 + \$28.85)		\$750.00
Rent paid to 6/07/2023 with part payment of \$28.85 (previously paid to 29/06/2023 + \$28.85)		\$750.00
Total	\$0.00	\$1,500.00

Account Transactions

Withdrawal by EFT to owner DAF Investments (Qld) Pty Ltd ATF DJ AJ Freeman SM	\$1,500.00	
[EFT Transfer to: DAF Investments (Qld) Pty Ltd ATF DJ AJ Freeman SM, (182512) - ***156]		
Balance remaining		\$0.00

GST Summary

General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008

Part 1 Tenancy details

Item 1	1.1 Lessor
	Name/trading name D. Freeman C/O- Richardson & Wrench Coolum

Address

3/1792 David Low Way	
Coolum Beach	Postcode 4573

1.2 Phone	Mobile	Email
07 5446 4573		rentals@rwcoolum.com.au

Item 2	2.1 Tenant/s
	Tenant 1 Full name/s Allison McGimpsey
Phone 0408411212	Email allisonmcgimpsey@hotmail.com

Tenant 2 Full name/s Scott McGimpsey	
Phone 0428113788	Email scottmcgimpsey@hotmail.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 MM Lawler PTY LTD ATF MM Lawler Trust Trading as Richardson and Wrench Coolum

Address

Shop 3/1792 David Low Way	Coolum Beach, QLD
COOLUM BEACH	QLD
	Postcode 4573

3.2 Phone	Mobile	Email
07 5446 4573		rentals@rwcoolum.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"/> rentals@rwcoolum.com.au	Facsimile Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

4.2 Tenant/s	
Email Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> allisonmcgimpsey@hotmail.com	Facsimile Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

4.3 Agent	
Email Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> rentals@rwcoolum.com.au	Facsimile Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

Item 5	5.1 Address of the rental premises
	27 Seamist Circuit
Coolum Beach	QLD
	Postcode 4573

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

As per Entry Condition Report

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 5 / 5 / 2023 6.3 Ending on 2 / 5 / 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

Item 7 Rent \$ 750.00 per week fortnight month See clause 8(1)

Item 8 Rent must be paid on the same day of each week
Insert day. See clause 8(2) Insert week, fortnight or month

Item 9 Method of rent payment Insert the way the rent must be paid. See clause 8(3)

Deft Payment - Credit Card, BPAY or Money Order

Details for direct credit

BSB no. Bank/building society/credit union

Account no. Account name

Payment reference 0042864520

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

Deft Payment - Credit Card, BPAY or Money Order

Item 11 Rental bond amount \$ 3,000.00 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 Internet See special terms (page 8)
 Phone Yes No

12.2 Is the tenant to pay for water supplied to the premises See clause 17

Yes No

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

Electricity N/A Any other service stated in item 12.1 N/A

Gas N/A See special terms (page 8)

Phone N/A

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

Electricity Direct to the Supplier

Gas Direct to the Supplier

Phone Direct to the Supplier

Any other service stated in item 12.1 Direct to the Supplier
See special terms (page 8)

Item 15 Number of persons allowed to reside at the premises 5 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 Maltese Dog Number 1 Type Number

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

Electrical repairs Parnell Electrical Contracting - Jai Phone 0409 529 914

Plumbing repairs Flush Plumbing - Cameron Phone 0448 813 074

Other Richardson & Wrench Coolum Phone 07 5446 4573

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).

General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008

- (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.
- (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.

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

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.

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

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

14 Increase in bond - s 154

- (1) The tenant must increase the rental bond if -
 - (a) the rent increases and the lessor gives notice to the tenant to increase the bond; and
 - (b) the notice is given at least 11 months after -
 - (i) this agreement started; or
 - (ii) if the bond has been increased previously by a notice given under this clause - the day stated in the notice, or the last notice, for making the increase.
- (2) The notice must state the increased amount and the day by which the increase must be made.
- (3) For subclause (2), the day must be at least 1 month after the tenant is given the notice.

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

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

Examples - body corporate levies, council general rates, sewerage charges, environment levies, land tax
- (2) This clause does not apply if -
 - (a) the lessor is the State; and
 - (b) rent is not payable under the agreement; and
 - (c) the tenant is an entity receiving financial or other assistance from the State to supply rented accommodation to persons.

16 General service charges - ss 164 and 165

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

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

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

17 Water service charges - ss 164 and 166

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

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

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

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

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

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

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

Division 6 Rights and obligations concerning the premises during tenancy

Subdivision 1 Occupation and use of premises

18 No legal impediments to occupation - s 181

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

Examples of possible legal impediments -

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

19 Vacant possession and quiet enjoyment - ss 182 and 183

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

Editor's note - Parts of the premises where the tenant does not have a right to occupy exclusively may be identified in a special term.
- (2) The lessor must take reasonable steps to ensure the tenant has quiet enjoyment of the premises.
- (3) The lessor or the lessor's agent must not interfere with the reasonable peace, comfort or privacy of the tenant in using the premises.

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

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

Note - See the information statement for details.

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

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

Examples of things that may constitute a nuisance -

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

22 Units and townhouses - s 69

- (1) The lessor must give the tenant a copy of any body corporate by-laws 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.

General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008

- (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), (3) and (5)

- (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.
- (3) 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**

- (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 tenant may change a lock at the premises only if -
 - (a) the other party to this agreement agrees to the change; or
 - (b) the lessor or tenant has a reasonable excuse for making the change; or
 - (c) the lessor or tenant believes the change is necessary because of an emergency; or
 - (d) the lock is changed to comply with an order of the tribunal.
- (2) However, the tenant may also change a lock at the premises if the tenant -
 - (a) believes the change is necessary to protect the tenant or another occupant of the premises from domestic violence; and
 - (b) engages a locksmith or other qualified tradesperson to change the lock.
- (3) The lessor or tenant must not act unreasonably in failing to agree to the change of a lock.
- (4) 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 -
 - (a) the other party agrees to not being given the key; or
 - (b) a tribunal orders that the key not be given to the other party.
- (5) 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.
- (6) 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 -
 - (a) the *Body Corporate and Community Management Act 1997*,
 - (b) the *Building Units and Group Titles Act 1980*,
 - (c) a body corporate by-law

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) Also, **emergency repairs** are works needed for the premises or inclusions to comply with the prescribed minimum housing standards.
- (3) **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

- 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.
- 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

- 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.
- 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)

- 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
- 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
 - (iii) does not require the tenant to buy cleaning or fumigation services from a particular person or business.

43 Lessor's agent

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

44 Notices

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

Special Terms

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

45 Occupation and use of premises

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

46 Subletting via online home sharing platforms

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

47 Care of the premises by the tenant

- (1) During the tenancy, the tenant must-
 - (a) not do anything that might block any plumbing or drains on the premises;
 - (b) keep all rubbish in the bin provided by the local authority in an area designated by the lessor or as the local authority may require;
 - (c) put the bin out for collection on the appropriate day for collection and return the bin to its designated place after the rubbish has been collected;
 - (d) maintain the lawns and gardens at the premises having regard to their condition at the commencement of the tenancy, including mowing the lawns, weeding the gardens and watering the lawns and gardens (subject to council water restrictions);
 - (e) keep the premises free from pests and vermin, having regard to the condition of the premises at the commencement of the tenancy;
 - (f) keep the walls, floors, doors and ceilings of the premises free of nails, screws or adhesive substances, unless otherwise agreed to by the lessor in accordance with clause 27;
 - (g) keep the swimming pool, filter and spa equipment (if any) clean and at the correct chemical levels having regard to their condition at the start of the tenancy;
 - (h) not interfere with nor make non-operational any facility that may be provided with the premises (eg. smoke alarms, fire extinguishers, garden sprinkler systems, hoses etc).
- (2) The obligations of the tenant at the end of the tenancy regarding the conditions of the premises include-
 - (a) if the carpets were cleaned to a certain standard at the start of the tenancy, the tenant must ensure the carpets are cleaned to the same standard, fair wear and tear excepted, at the end of the tenancy. For the sake of clarity, a special term or condition for approval to keep a pet at the premises requiring carpets in the premises to be professionally cleaned at the end of the tenancy overrides this special term;
 - (b) if the property was free of pests and vermin at the start of the tenancy, the tenant must ensure the property meets the same standard at the end of the tenancy. For the sake of clarity, a special term or condition for approval to keep a pet at the premises requiring the premises to be professional fumigated at the end of the tenancy overrides this special term;
 - (c) repairing the tenant's intentional or negligent damage to the premises or inclusions;
 - (d) returning the swimming pool, filter and spa equipment (if any) to a clean condition with correct chemical levels having regard to their condition at the start of the tenancy;
 - (e) replacing inclusions damaged during the tenancy having regard to their condition at the start of the tenancy, fair wear and tear excepted;
 - (f) mowing lawns, weeding gardens having regard to their condition at the start of the tenancy;
 - (g) remove all property other than that belonging to the lessor or on the premises at the start of the tenancy.

48 Photographs of the property during an inspection

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

49 Locks and keys

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

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

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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.

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

000028005413

ANNEXURE A

ANNEXURE A – additional to leases issued by MM Lawler Pty Ltd.

This Tenant Information Sheet has been prepared to highlight important issues during your tenancy. Some of the information is also contained in the terms and conditions of the Tenancy Agreement, which must be read and understood. This Tenant Information Sheet has not been written to contract outside of the Act, void, modify or change any terms and conditions in the Tenancy Agreement or Residential Tenancies Act.

I/We acknowledge that we understand the following Special Conditions to our General Tenancy Agreement.

1. ENTRY CONDITION REPORT

Entry condition reports are to be filled out, signed and returned to this office within seven days from the commencement of the tenancy.

2. WATER USAGE

The property is deemed water efficient and tenants are responsible for all water usage charges to be invoiced direct to the tenants via our office.

3. SMOKE DETECTORS/ALARMS

It is the tenant/s responsibility to maintain, clean and test smoke alarms fitted within the property. It is an offence under current Legislation to disarm a smoke alarm.

4. YARD MAINTENANCE

Tenants are responsible for all lawn and garden maintenance. Lawns are to be mowed, hedges trimmed and garden beds kept free of weeds.

5. CARPET CLEANING AND PEST CONTROL

Carpets must be cleaned to the same standard as upon entry. Flea spray (inside and outside) must be conducted if there have been pets approved at the property.

6. RENTAL PAYMENTS

It is the responsibility of tenant/s to keep their rent paid on time at all times. Rent must be paid directly into our Trust Account. Please note that rent is not regarded as paid until it arrives in our office. If you are paying into our trust account please ensure you note your reference which was provided to you at the start of your tenancy. The tenant acknowledges that there will be a \$15.00 dishonour fee plus a \$15.00 admin fee for dishonoured direct debit rental payments.

7. RENTAL ARREARS

Our office DOES NOT tolerate rental arrears. If you fall 1 day behind in your rental payments a courtesy email or letter will be sent to remind you to pay your rent. If you fall 8 days behind you will be issued with a Notice to Remedy Breach (Form 11). You will then have 7 days to pay your rent up to date. If you fail to make these payments after the due date a Notice to Leave Form 12 may be issued to you. If you are breached more than twice in any six month period for rental arrears a Form 12 may be issued. If ever you have trouble meeting your rental payments you must advise our office as soon as possible.

8. MAINTENANCE AND REPAIRS

All maintenance and repairs must be reported to the Property Manager immediately, in writing, to avoid damage to the rental property. Any unauthorised repairs will not be the responsibility of the owner of the property or the principal of this office, except in cases of extreme emergencies. A definition of emergency is: Life threatening or impending property damages.

9. ANIMALS

Animals ARE NOT allowed on the property without prior written consent, or an agreement on the General Tenancy Agreement, of the Lessor/Agent. Animals that are approved must remain outdoors at all times. The property, upon vacate, is to be professionally sprayed for fleas inside and outside upon vacating and a receipt to be provided to Agent.

10. LEASE BREAK

Tenant/s are responsible for all cost incurred including rent up until such time as the current lease expires or a new tenant/s has been located. Costs incurred include: Break Lease Fee (equivalent to one week's rent +10% GST) and advertising costs of \$155.00 including GST.

11. VACATING

Fourteen days (14) written notice must be provided to this office in the form of a Notice of Intention to leave (Form 13). All rent is to be paid up to and including the departure date and a forwarding street address (as per current legislation) is also required to enable us to process the Bond Refund.

12. KEYS

Only when all keys to the property are returned to the Property Manager will the tenancy end. If any locks have been changed within the period of your tenancy, the key/s to the changed lock must be provided to Richardson & Wrench Coolum immediately.

13. EXTRA RENT CHARGED

The tenant/s acknowledge that rent will continue to be charged until the time that all keys and remotes are returned at the end of the tenancy.

14. BOND REFUND

An inspection of the property will be carried out after you have returned the keys and provided the required receipts. Bond will then be refunded once the property condition satisfactorily matches the Entry Condition Report.

15. INSURANCE

It is the tenant/s responsibility to take out contents insurance. Building Insurance does not cover your personal items.

16. SMOKING

Smoking is NOT permitted inside the premises.

17. PARKING

The tenant/s agrees not to leave any abandoned, disused, un-roadworthy or unregistered motor vehicle or bike on the property footpath. The tenant/s will not park or allow to keep parked vehicles on the premises or footpath which leak oil unless a suitable oil tray is used. Vehicles are not to be driven or parked on any lawn or garden areas. Cars are only to be parked in the designated area and not on the front nature strip or lawn area. Garages and carports are to be kept clean and tidy and free from oil and grease. Visitor's parking is to be kept for "visitor cars only."

18. LIGHT BULBS

The tenant/s acknowledge that any standard light bulb which is not working is replaced at the tenant/s cost.

19. AIR CONDITIONING

The tenant/s agree to clean the air conditioning filter/s every 3 months and upon vacating the premises.

20. CONNECTIONS

If a tenant/s is getting any service connected to a property where they believe the service set up costs are the responsibility of the property owner, then permission must be sought from the managing agent first, otherwise the tenant will be responsible for any costs incurred.

21. ROUTINE INSPECTIONS

The first Routine Inspection will be carried out 6 weeks after first occupying the property (applies to new tenancies only). Each inspection will be every 3 months thereafter. By signing this Annexure A tenants acknowledge that photographs will be taken of kitchen, bedrooms, bathrooms, garage, front and back yards as well as any maintenance issues. These will not be used for any marketing or promotional purposes.

Privacy Statement

Our office is required to collect personal information from you to manage the tenancy. The information collected may be disclosed to the lessor, tradespeople, government departments or bodies, tenant database registers, body corporates, strata managements, referees (real estate agents or lessors), tribunals, courts, insurance companies or other related third parties necessary to manage your property or as required at law. If you would like access to your information or wish to correct incomplete or out of date information, please contact our office.

The tenant/s agrees that they have read and understood the above information and that this Annexure "A" forms part of the tenancy agreement.

TENANT SIGNATURES :

DocuSigned by:
Allison McGimpsey
6494FA5F00DB4DC...
Allison McGimpsey
28/4/2023

DocuSigned by:
Scott McGimpsey
EF37857A71BD4A3...
Scott McGimpsey
28/4/2023

General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008

Part 1 Tenancy details

Item 1	1.1 Lessor
	Name/trading name C/- Richardson & Wrench Coolum

Address

3/1792 David Low Way	
Coolum Beach	Postcode 4573

1.2 Phone	Mobile	Email
07 5446 4573		rentals@rwcoolum.com.au

Item 2	2.1 Tenant/s
	Tenant 1 Full name/s Leigh Malcolmson
Phone 0400727926	Email leighmalcolmson@gmail.com

Tenant 2 Full name/s Alison Mayfield	
Phone 0400981994	Email ali@alimayfield.com.au

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 MM Lawler PTY LTD ATF MM Lawler Trust Trading as Richardson and Wrench Coolum

Address

Shop 3/1792 David Low Way	Coolum Beach, QLD
COOLUM BEACH	QLD
	Postcode 4573

3.2 Phone	Mobile	Email
07 5446 4573		rentals@rwcoolum.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"/> rentals@rwcoolum.com.au
Facsimile Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

4.2 Tenant/s
Email Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> leighmalcolmson@gmail.com
Facsimile Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

4.3 Agent
Email Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> rentals@rwcoolum.com.au
Facsimile Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

Item 5	5.1 Address of the rental premises
	27 Seamist Circuit
Coolum Beach	QLD
	Postcode 4573

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

As per Entry Condition Report

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 23 / 11 / 2022 6.3 Ending on 21 / 11 / 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 \$ 800.00 per week fortnight month See clause 8(1)

Item 8 Rent must be paid on the Wednesday 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)

Deft Payment - Credit Card, BPAY or Money Order

Details for direct credit

BSB no. Bank/building society/credit union

Account no. Account name

Payment reference 0042866988

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

Deft Payment - Credit Card, BPAY or Money Order

Item 11 **Rental bond amount** \$ 3,200.00 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 internet See special terms (page 8)

Phone Yes No

12.2 Is the tenant to pay for water supplied to the premises See clause 17

Yes No

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

Electricity N/A Any other service stated in item 12.1 N/A

Gas N/A See special terms (page 8)

Phone N/A

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

Electricity Direct to the Supplier

Gas Direct to the Supplier

Phone Direct to the Supplier

Any other service stated in item 12.1 Direct to the Supplier
See special terms (page 8)

Item 15 **Number of persons allowed to reside at the premises** 4 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 **The type and number of pets approved by the lessor to be kept at the premises** See clauses 33A to 33D

Type DOG - Greyhound Number 1 Type Number

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

Electrical repairs Parnell Electrical Contracting - Jai Phone 0409 529 914

Plumbing repairs Flush Plumbing - Cameron Phone 0448 813 074

Other Richardson & Wrench Coolum Phone 07 5446 4573

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).

General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008

- (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.

17 Water service charges - ss 164 and 166

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

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

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

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

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

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

Division 6 Rights and obligations concerning the premises during tenancy

Subdivision 1 Occupation and use of premises**18 No legal impediments to occupation - s 181**

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

Examples of possible legal impediments -

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

19 Vacant possession and quiet enjoyment - ss 182 and 183

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

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

- (2) The lessor must take reasonable steps to ensure the tenant has quiet enjoyment of the premises.
- (3) The lessor or 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 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 body corporate by-laws.
- (3) Subclause (1) does not apply if -
- this agreement has the effect of continuing the tenant's right to occupy the premises under an earlier residential tenancy agreement; and
 - 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 -
- 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.
 - 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 -
- 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.
 - 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.

General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008

- (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), (3) and (5)

- (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.
- (3) 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**

- (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 tenant may change a lock at the premises only if -
 - (a) the other party to this agreement agrees to the change; or
 - (b) the lessor or tenant has a reasonable excuse for making the change; or
 - (c) the lessor or tenant believes the change is necessary because of an emergency; or
 - (d) the lock is changed to comply with an order of the tribunal.
- (2) However, the tenant may also change a lock at the premises if the tenant -
 - (a) believes the change is necessary to protect the tenant or another occupant of the premises from domestic violence; and
 - (b) engages a locksmith or other qualified tradesperson to change the lock.
- (3) The lessor or tenant must not act unreasonably in failing to agree to the change of a lock.
- (4) 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 -
 - (a) the other party agrees to not being given the key; or
 - (b) a tribunal orders that the key not be given to the other party.
- (5) 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.
- (6) 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 -
 - (a) the *Body Corporate and Community Management Act 1997*;
 - (b) the *Building Units and Group Titles Act 1980*;
 - (c) a body corporate by-law

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) Also, **emergency repairs** are works needed for the premises or inclusions to comply with the prescribed minimum housing standards.
- (3) **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

- 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).
- 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.
- 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.
- 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

- 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.
- 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

- 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.
- 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)

- 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
- 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.

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

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

40 Exit condition report - s 66

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

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

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

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

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

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

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

Division 9 Miscellaneous**42 Supply of goods and services - s 171**

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

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

43 Lessor's agent

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

44 Notices

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

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

6-48



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 Annexure A

Names of Approved Occupants: Levi - 10 Year old , Axel -8 Years old

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

Richardson and Wrench Coolum

Signature

DocuSigned by:
Todd Peterson
83F59DE04B45455...

Date / /
22/11/2022

Signature of tenant 1

Print name

Leigh Malcolmson

Signature

DocuSigned by:
Leigh Malcolmson
7DB3771DFB3F458...

Date / /
21/11/2022

Signature of tenant 2

Print name

Alison Mayfield

Signature

DocuSigned by:
Alison Mayfield
C71432C0310043D...

Date / /
21/11/2022

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.

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



Special Terms *continued...*

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

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.

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

Special Terms *continued...*

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

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.

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

ANNEXURE A – additional to leases issued by MM Lawler Pty Ltd.

This Tenant Information Sheet has been prepared to highlight important issues during your tenancy. Some of the information is also contained in the terms and conditions of the Tenancy Agreement, which must be read and understood. This Tenant Information Sheet has not been written to contract outside of the Act, void, modify or change any terms and conditions in the Tenancy Agreement or Residential Tenancies Act.

I/We acknowledge that we understand the following Special Conditions to our General Tenancy Agreement.

1. ENTRY CONDITION REPORT

Entry condition reports are to be filled out, signed and returned to this office within three (3) business days from the commencement of the tenancy.

2. WATER USAGE

The property is deemed water efficient and tenants are responsible for all water usage charges to be invoiced direct to the tenants via our office.

3. SMOKE DETECTORS/ALARMS

It is the tenant/s responsibility to maintain, clean and test smoke alarms fitted within the property. It is an offence under current Legislation to disarm a smoke alarm.

4. YARD MAINTENANCE

Tenants are responsible for all lawn and garden maintenance. Lawns are to be mowed, hedges trimmed and garden beds kept free of weeds.

5. CARPET CLEANING AND PEST CONTROL

Carpets must be professionally cleaned upon vacancy and a receipt is to be provided to the agent. Flea spray (inside and outside) must be conducted if there have been pets approved at the property.

6. RENTAL PAYMENTS
It is the responsibility of tenant/s to keep their rent paid on time at all times. Rent must be paid directly into our Trust Account. Please note that rent is not regarded as paid until it arrives in our office. If you are paying into our trust account please ensure you note your reference which was provided to you at the start of your tenancy.

7. RENTAL ARREARS

Our office DOES NOT tolerate rental arrears. If you fall 1 day behind in your rental payments a courtesy email or letter will be sent to remind you to pay your rent. If you fall 8 days behind you will be issued with a Notice to Remedy Breach (Form 11). You will then have 7 days to pay your rent up to date. If you fail to make these payments after the due date a Notice to Leave Form 12 may be issued to you. If you are breached more than twice in any six month period for rental arrears a Form 12 may be issued. If ever you have trouble meeting your rental payments you must advise our office as soon as possible.

8. MAINTENANCE AND REPAIRS

All maintenance and repairs must be reported to the Property Manager immediately, in writing, to avoid damage to the rental property. Any unauthorised repairs will not be the responsibility of the owner of the property or the principal of this office, except in cases of extreme emergencies. A definition of emergency is: Life threatening or impending property damages.

9. ANIMALS

Animals ARE NOT allowed on the property without prior written consent, or an agreement on the General Tenancy Agreement, of the Lessor/Agent. Animals that are approved must remain outdoors at all times. The property, upon vacate, is to be professionally sprayed for fleas inside and outside upon vacating and a receipt to be provided to Agent.

10. LEASE BREAK

Tenant/s are responsible for all cost incurred including rent up until such time as the current lease expires or a new tenant/s has been located. Costs incurred include: Break Lease Fee (equivalent to one week's rent

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11. VACATING

Fourteen days (14) written notice must be provided to this office in the form of a Notice of Intention to leave (Form 13). All rent is to be paid up to and including the departure date and a forwarding street address (as per current legislation) is also required to enable us to process the Bond Refund.

12. KEYS

Only when all keys to the property are returned to the Property Manager will the tenancy end. If any locks have been changed within the period of your tenancy, the key/s to the changed lock must be provided to Richardson & Wrench Coolum immediately.

13. EXTRA RENT CHARGED

The tenant/s acknowledge that rent will continue to be charged until the time that all keys and remotes are returned at the end of the tenancy.

14. BOND REFUND

An inspection of the property will be carried out after you have returned the keys and provided the required receipts. Bond will then be refunded once the property condition satisfactorily matches the Entry Condition Report.

15. INSURANCE

It is the tenant/s responsibility to take out contents insurance. Building Insurance does not cover your personal items.

16. SMOKING

Smoking is NOT permitted inside the premises. Tenant/s and or visitors must smoke outside the premises.

17. PARKING

The tenant/s agrees not to leave any abandoned, disused, un-roadworthy or unregistered motor vehicle or bike on the property footpath. The tenant/s will not park or allow to keep parked vehicles on the premises or footpath which leak oil unless a suitable oil try is used. Vehicles are not to be driven or parked on any lawn or garden areas. Cars are only to be parked in the designated area and not on the front nature strip or lawn area. Garages and carports are to be kept clean and tidy and free from oil and grease. Visitor's parking is to be kept for "visitor cars only."

18. LIGHT BULBS

The tenant/s acknowledge that any light bulb which is not working is replaced at the tenant/s cost.

19. AIR CONDITIONING

The tenant/s agree to clean the air conditioning filter/s every 3 months and upon vacating the premises.

20. CONNECTIONS

If a tenant/s is getting any service connected to a property where they believe the service set up costs are the responsibility of the property owner, then permission must be sought from the managing agent first, otherwise the tenant will be responsible for any costs incurred.

21. ROUTINE INSPECTIONS

The first Routine Inspection will be carried out 6 weeks after first occupying the property (applies to new tenancies only). Each inspection will be every 3 months thereafter. By signing this Annexure A tenants acknowledge that photographs will be taken of kitchen, bedrooms, bathrooms, garage, front and back yards as well as any maintenance issues. These will not be used for any marketing or promotional purposes.

Privacy Statement

Our office is required to collect personal information from you to manage the tenancy. The information collected may be disclosed to the lessor, tradespeople, government departments or bodies, tenant database registers, body corporates, strata managements, referees (real estate agents or lessors), tribunals, courts, insurance companies or other related third parties necessary to manage your property or as required at law. If you would like access to your information or wish to correct incomplete or out of date information, please contact our office.

The tenant/s agrees that they have read and understood the above information and that this Annexure "A" forms part of the tenancy agreement.

Leigh Malcolmson

Alison Mayfield

21/11/2022

21/11/2022

DocuSigned by:
Leigh Malcolmson
7DB3771DFB3F456...

DocuSigned by:
Alison Mayfield
C71432C0310043D...