INITIATIVE

	SMSF FINANCIAL STATEMENTS & ITR REVIEW CHECKLIST	Y/N	N/A	Comments / Notes
A	Trial Balance (Referenced to WP's)	· ·		Comments / Notes
B	Points of Review/Notes for Next Year (Manager Notes)		~	
<u>c</u>	Interview Notes / Query Sheets	~		
D	Tax Reconciliation Statement	~		
Е	Journal Sheets	~		
F	Allocation of Tax & Earnings		~	
G	If tax payable has Payment Slip been attached	~		
н	Ensure SF register docs are scanned and return register	~		
I.	Client Reports (MYOB etc.)		~	
J	Other(All other work papers as per Class account codes)		~	
	(All other work pupers as per class account codes)			
<u>ORE</u>	commencing the job have you considered the following?	Y/N	N/A	Comments
1	Has client checklist been prepared/reviewed - is further info required?	~		
2	Have last years WPs, F/S and ITR been reviewed?	~		
FR co	mpleting the job have you considered the following?			
_	Pal	Y/N	N/A	W/P Ref
3	Can you explain material variations in income/expenses/financial ratios to LY?	~		
4	Has WP been prepared for any unusual account balances?	~		
5	Member contributions identified?	~		
6	Deductibility considered?	~		
7	Confirmed all DRP's etc recorded?		~	
8	Movement of NMV recorded for all investments?	~		
9	Are accounting and audit fees reconciled?	~		
10	Have you checked client ICA/IT accounts and GIC on portal?	~		
11	Expenses paid by members recorded?	~		
12	Tax journals entered/allocated?	~		
	Balance Sheet			
13	Bank Reconciliations Completed?	~		
14	Has WP been prepared for ALL Balance Sheet account balances with activity?	~		
15	Holding statements sighted and correct for all investments?	~		
	170			
16	ITR Tax Reconciliation Items Identified?	~		
17	Carried forward tax and capital losses applied?		~	
18	Have PAYG, Franking credits etc been claimed?	~		
19	is the completed ITR free of errors?	~		
20	Have you completed the collation instructions?	~		
				1 1
	Pre-Manager Review Check	Y/N	N/A	Comments
21	Are client query responses documented in WP's & Checklist updated for next year?	~		
22	Have you documented points to be carried forward for next year?		~	
23	Have you prepared all notes, minutes, agreements, resolutions (if required)?	~		
24	Has Points of Review/Notes for Next Year been prepared (ref B)	~		
25	Has a cover letter and required minutes been prepared?	~		
26	Have all material findings been communicated in cover letter?	~		
27	Any items that need to be addressed re current record keeping/bookkeeping?		~	
28	Have you contributed at least one Value Add idea?	~		
39	Have you updated all Dropbox file names to correct conventions for all clients?	~		
30	Have you updated the job description?	•		
	Additional SMSF Matters	Y/N	N/A	Comments
31	Ensure Contribution do not exceed contribution caps	~		
32	Are benefits paid over the minimum amount requirements?	~		
33	Have all audit/compliance issues been addressed?	~		
34	Have all required annual minutes been prepared?	~		
35	Have additional minutes been prepared for all material/unusual events? Has Investment Strategy been prepared/ <u>updated</u> /copy reprinted?	×		-
36		×	-	-
37	Are trustee details correct in F/S and ITR? Are Binding Death Nominations required (need updating every 3 years)	×		+
38 39		~		+
39 40	Have Trustee's minuted their consideration of taking out life insurance (2013 FY Onwards) Has Payment Slip been attached?	~	<u>⊢ •</u>	
40	Does the client have to pass the work test to contribute to super?	-	~	1
41	Was the fund maintained solely for retirement or retirement related purposes?	~	Ť	1
42	Did the Fund thankaned solety for recirchent or recirchenter related purposes:		~	+
44	Did the Fund purchase asset from related parties?			1
45	Has the appropriate reserving strategy documentation been prepared?			1
46	Do you need to prepare a Request to Adjust Concessional Contributions form in Class?			
47	Did the Fund borrow monies during the year?			1
48	Do you need to include a Title Search?	~		1
49	If a member has a pension, and they or spouse had money in accumulation mode, do you need an actuarial certificate?	~	L	1
50	Does the fund have any investments that need a 'Third party not related' minute?	~		1
51	Do you have a rental statement or market value rent valuation if there is a rental?	~		
52	Has the superfund sold a property during the year? If Yes, has bare trust company been deregistered?		~	1
53	Have you checked the exceptions report?	~		
	Dra - Audit Chark	¥ /M	M/ *	Comments
53	Pre - Audit Check Is there a SIGNED engagement letter on file?	Y/N	N/A	comments
55	Have you checked to ensure Financial Statements Audit Reports are correct?	-	~	
55	WPs to include 3rd party confirmations of insurance premiums	~	, .	1
55 56	WPs to include copies of evidence of existence and valuation of all assets @ 30June	~		
57	WP's to include in Audit Pack full Hub 24 Annual Tax Statement and Cash account transactions		+ ·	
58	Copy of original bank statements showing account owner in WPs to verify ownership by SF			
59 60	Evidence of 'Deduction for personal super contributions' approved ATO form Do we have a current ASIC statement for the Corporate trustee of the SMSF?	~		+
JU	to we have a content ASIC statement for the corporate crustee of the SMSP?	v	1	
	Prepared by: MA	Initials:		Date: 5/05/

Warren & Daiyan Bennett Superannuation Fund

Client Name:

1 2

- 3 4 5 6
- Yalue Add Ideas; Taxaton planning Benchmarking Super co-contribution Salary sacrificing Government Grants/Rebates Cash Flow/Budget preparation Anangement Assistance/reviews Asset Protection
- 7 8

- 9
 Assistance in Refinancing

 10
 Improved bookkeeping/tax compliance

 11
 Automation of account procedures

 12
 Risk & general Insurance needs

 13
 Superannuation/retirement issues

 14
 Investment planning/review

 15
 Indirect taxes (eg. FBT, Payroll Tax, GST)

 16
 Business Succession issues

Warren & Daiyan Bennett Superannuation Fund

Detailed Trial Balance as at 30 June 2022

Prior Year			Current Year	
Debits	Credits	Description	Debits	Credits
		INCOME		
		Contributions - Member - Personal		
		Concessional		
-	25,000.00	Mr Warren Bennett	-	-
-	25,000.00	1 Mrs Daiyan Bennett	-	27,500.00
		Contributions - Member - Personal		
		Non-Concessional		
-	84,000.00	Mr Warren Bennett	-	-
-	84,000.00	Mrs Daiyan Bennett	-	-
		Increase in Market Value - Direct Property		
35,953.75	-	2 57/7-15 Varsityview Ct, SIPPY	-	88,780.08
		DOWNS		
13,455.17	-	3 76/7-15 Varsityview Ct, SIPPY	-	90,170.83
		DOWNS		
		Increase in Market Value - Units In Unlisted		
		Unit Trusts		
2.00	-	Grand Palais Investment Trust	4,652.31 🗸	-
		General Taxable Income - Units In Unlisted		
		Unit Trusts		
-	35,000.00	5 Grand Palais Investment Trust	-	32,000.00
-	-	6 The Grange Unit Trust	-	110,400.00
-	46,000.00	The Grange Unit Trust	-	-
		Interest - Cash At Bank		
-	771.53	7 Bank of Qld Savings a/c 21729625	-	322.78
		Rent - Direct Property		
-	41,590.52	8 57/7-15 Varsityview Ct, SIPPY	-	38,234.84
		DOWNS		
-	34,180.00	9 76/7-15 Varsityview Ct, SIPPY	-	34,743.27
	-	DOWNS		262.24
		EXPENSE		
		Pensions Paid - Mr Warren Bennett		
1,010.00	-	E1 ABP - 100% Tax Free (1)	1,060.00 🗸	-
2,600.95	-	E2Accountancy Fee	2,781.80 🗸	-
2.60		Bank Fees - Cash At Bank E3 Bank of Old Savings a/c 21729625	5.85 🗸	
2.60	-		5.05 🗸	-
		Depreciation - Capital Allowances - Direct		
040.05		Property E4 57/7-15 Varsityview Ct. SIPPY	050.04	
243.25	-	E4 57/7-15 Varsityview Ct, SIPPY DOWNS	256.94 🗸	-
90.83	-	E5 76/7-15 Varsityview Ct, SIPPY	170.83 🗸	-
50.00		DOWNS	11 0.00 👻	
447.26		E6Establishment Fee	447.26	_
328.00	-	E7Filing Fees	332.00	-
020.00	-	General Expenses - Units In Unlisted Unit	002.00	-
		Trusts		
	-	E8 Grand Palais Investment Trust	880.40 🗸	-
353.80			1,497.00 🗸	-
353.80 1,540.00	-	E9 The Grange Unit Trust		
	-			
	-	Property Expenses - Body Corporate - Direct		
	-	Property Expenses - Body Corporate - Direct Property	6,458.12 🗸	
1,540.00	-	Property Expenses - Body Corporate - Direct Property E10 57/7-15 Varsityview Ct, SIPPY DOWNS		-
1,540.00	-	Property Expenses - Body Corporate - Direct Property E10 57/7-15 Varsityview Ct, SIPPY	6,458.12 🗸 6,458.42 🏑	-
1,540.00	-	Property Expenses - Body Corporate - Direct Property E10 57/7-15 Varsityview Ct, SIPPY DOWNS E11 76/7-15 Varsityview Ct, SIPPY DOWNS		-
1,540.00	-	Property Expenses - Body Corporate - Direct Property E10 57/7-15 Varsityview Ct, SIPPY DOWNS E11 76/7-15 Varsityview Ct, SIPPY DOWNS Property Expenses - Cleaning - Direct		-
1,540.00	-	Property Expenses - Body Corporate - Direct Property E10 57/7-15 Varsityview Ct, SIPPY DOWNS E11 76/7-15 Varsityview Ct, SIPPY DOWNS		-

Property Expenses - Council Rates - Direct

Warren & Daiyan Bennett Superannuation Fund

Detailed 1	Trial	Balance	as at	30、	June	2022
------------	-------	---------	-------	-----	------	------

Prior Year			Current Year	
Debits	Credits	 Description	Debits	Credits
2,256.66	-	Property E13 57/7-15 Varsityview Ct, SIPPY	2,387.78 🗸	-
2,256.66	-	DOWNS E14 76/7-15 Varsityview Ct, SIPPY DOWNS	2,387.78	-
		Property Expenses - Insurance Premium -		
600.20	_	Direct Property E15 57/7-15 Varsityview Ct, SIPPY	244.38	-
454.31		DOWNS E16 76/7-15 Varsityview Ct, SIPPY	732.78	
404.01	-	DOWNS	132.10 🗸	
		Property Expenses - Low Cost Assets - Direct Property		
-	-	E17 76/7-15 Varsityview Ct, SIPPY DOWNS	500.62 🧹	-
		Property Expenses - Repairs Maintenance -		
80.00	-	Direct Property 57/7-15 Varsityview Ct, SIPPY	-	-
		DOWNS Breneth Expenses Sunday Expenses		
		Property Expenses - Sundry Expenses - Direct Property	-	
839.88	-	E18 57/7-15 Varsityview Ct, SIPPY	839.88 🗸	-
947.44	-	E19 76/7-15 Varsityview Ct, SIPPY DOWNS	839.88 🗸	-
		Property Expenses - Water Rates - Direct Property		
1,534.72	-	E20 57/7-15 Varsityview Ct, SIPPY	1,731.38 🗸	-
1,971.55	-	DOWNS E21 76/7-15 Varsityview Ct, SIPPY DOWNS	1,835.34 🗸	-
259.00	-	SMSF Supervisory Levy	259.00	-
24,996.15	-	Income Tax Expense	30,027.15	-
		PROFIT & LOSS CLEARING ACCOUNT		
269,755.55	-	Profit & LOSS CLEARING ACCOUNT Profit & Loss Clearing Account	355,308.14	-
		ASSETS		
260,000.00	_	Direct Property A1 57/7-15 Varsityview Ct, SIPPY	350,000.00 🗸	_
	_	DOWNS		-
260,000.00	-	A2 76/7-15 Varsityview Ct, SIPPY DOWNS	350,000.00 🧹	-
455.077.00		Units In Unlisted Unit Trusts A3 Grand Palais Investment Trust	450 404 00	
155,077.00 532,373.86	-	A3 Grand Palais Investment Trust A4 The Grange Unit Trust	150,424.69 🗸 532,373.86 🗸	-
		Cash At Bank		
109,215.77	-	A5 Bank of Qld Savings a/c 21729625	282,603.48 🗸	-
1,542.76	-	Sundry Assets A6 Establishment Costs	1,095.50 🗸	-
		LIABILITIES		
-	327.00	Income Tax Payable	-	-
-	24,996.15	Provision for Income Tax	-	30,027.15
13,632.00	-	A7Income Tax Instalments Paid	15,632.00 🗸	-
-	13,632.00	2 Activity Statement Payable/Refundable	-	3,908.00

Α

Warren & Daiyan Bennett Superannuation Fund

Detailed Trial Balance as at 30 June 2022

Prior Year			Current Ye	ear
Debits	Credits	Description	Debits	Credits
		Mr Warren Bennett		
-	42,471.10	ABP - 100% Tax Free (1)	-	53,182.15
-	212,780.90	Accumulation	-	267,357.14
		Mrs Daiyan Bennett		
-	1,037,634.24	Accumulation	-	1,327,655.09
1,707,383.44	1,707,383.44		2,104,543.57	2,104,543.57

May Aung

From:	Kim Jay
Sent:	Saturday, 6 May 2023 3:31 PM
То:	May Aung
Subject:	Fw: 2022 tax query - EMAIL 1 of Required Additional Information
Attachments:	13. Bank Statement 2 May 2022 to 1 June 2022.pdf; Unit 57 Appraisal.pdf; Unit 76 Appraisal.pdf; Signed Lease - Ilain .pdf; Signed Lease - Noah.pdf; Signed Lease - Gwyn.pdf

From: W & D Bennett <jamesssc@bigpond.net.au>
Sent: 06 May 2023 12:36
To: Kim Jay <kjay@initiativegroup.com.au>
Subject: RE: 2022 tax query - EMAIL 1 of Required Additional Information

Thanks Kim.

Please find additional required information as per below and/or attached:-

- BOQ bank statement ending a/c 9625 from 26/05/22 to 01/06/22. Per attached.
- Document to support property valuation of \$340,000 for Unit 57 and Unit 76 as at 30/06/22. If you could get a valuation from real estate for each property, it would be great (as a formal valuation is required every 3 years.) Please make sure these are dated at 30/06/22. Per attached.
- 3. ASIC invoice for \$56 paid for W & D Super 8 Pty Ltd. Sorry couldn't find the tax inv. This is standard annual ASIC fee for our SMSF corporate trustee. Do we need to call ASIC to retrieve the tax inv? If ASIC can't retrieve old tax inv, what shall we do?
- 4. 24/5/22 \$134 with U76 microwave description: This looks like another microwave purchased for U76, please provide an invoice for this if possible. The invoice you provided was for the one purchased in Nov 2021.

The microwave was purchased Nov 2021 via our personal credit card as SMSF has no credit card or direct debit card facility. The amount was not reimbursed to our personal a/c until 24th May 2022.

5. Updated lease agreements for each tenant in U57 and U76.

3 out of 8 leases attached. 5 leases to follow due to the file exceeding the allowed size.

Many thanks Kind regards Daiyan

0419 658 528

SMSF Miscellanuous Expenses For the Year Ended 30th June

Tax File No.

844 336 357

Legal Entity

W & D Super 8 Pty Ltd (ACN 610 512 135)atf the Warren & Daiyan Bennett Superannuation Fund

Itemised General Expenditure	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	\$6,557.28
Accountants - Initiave Accounting												\$2,781.80	\$2,781.80
ASIC			\$552.00			\$88.40			\$56.00				\$696.40
Bank Fee	\$0.88			\$0.65	\$1.30						\$1.95	\$1.30	\$6.08
General expenses - Grand Palais & The Grange	\$121.00		\$55.00		\$330.00						\$1,100.00	\$407.00	\$2,013.00
WARREN BENNETT												\$1,060.00	\$1,060.00
Above General Expenses	\$121.88	\$0.00	\$607.00	\$0.65	\$331.30	\$88.40	\$0.00	\$0.00	\$56.00	\$0.00	\$1,101.95	\$4,250.10	\$6,557.28
Funds Received By Mistake										1			\$0.00
Refund Funds Received By Mistake											\$5,000.00		\$5,000.00
···· · · · · · · · · · · · · · · · · ·											1-,	1 1	
Nonconcession Super Contribution													\$0.00
		•	•	-								• •	
ATO - Balance of Tax Paid and/or Instalment tax				\$327		\$17,540		\$3,908		\$3,908		\$11,623.15	\$37,306.15
				Tax Bal		Instalment		Instalment		Instalment		Annual Tax	,,
					Breako	lown of \$1	7,540						
					Jul	to Sep 202	20	\$3,408					
					0	ct to Dec 2	0	\$3,408					
					Ja	n to Mar 2	1	\$3,408					

Jul to Sep 21 \$3,908

July 21 to June 22

Rental Payment from SCPR Unit 76

our own information

Tenants Weekly Rent	Wkly Rent	Car Park Lease	Name	Lease Ends
76A	\$195.00		Max Heremala	11/01/2023
768 including car park	\$189.00	\$6.00	Matthew Johnson	777
76C	\$189.00		Bhagawati Neupane	20/06/2022
76D including car park	\$198.00	\$7.00	Mami Okazaki	???
Total Wkly rent	\$771.00			
Jul-21	8/07/2021	\$304.49		
Bank Statement	15/07/2021	\$873.65		
	22/07/2021	\$522.31		
	29/07/2021	\$893.04		\$2,593.49
Aug-21	2/08/2021	\$172.58		
Bank Statement	12/08/2021	\$1,390.69		
	19/08/2021	\$350.64		
	26/08/2021	\$1,066.53		
	26/08/2021	\$350.64		\$3,331.08
Sep-21	9/09/2021	\$1.040.96		
Bank Statement	16/09/2021	\$350.64		
	23/09/2021	\$1.062.53		
	1/10/2021	\$1,213.54		\$3.667.67
	-,,++	*******		
Oct-21	7/10/2021	\$178.06		
Bank Statement	14/10/2021	\$350.64		
	21/10/2021	\$1,066.53		
	28/10/2021	\$1,040.96		
	1/11/2021	\$172.58		\$2,808.77
Nov-21	11/11/2021	\$528.70		
Bank Statement	18/11/2021	\$1,066.53		
	25/11/2021	\$350.64		
	1/12/2021	\$1,040.96		\$2,986.83

9/12/2021 16/12/2021 23/12/2021 30/12/2021

4/01/2022 13/01/2022 20/01/2022 27/01/2022 1/02/2022

10/02/2022 17/02/2022 24/02/2022 1/03/2022

10/03/2022 17/03/2022 24/03/2022 1/04/2021

7/04/2022 14/04/2022 21/04/2022 28/04/2022

3/05/2022 12/05/2022 19/05/2022 26/05/2022 31/05/2022

Dec-21 Bank Statement

Jan-22 Bank Statement

Feb-22 Bank Statement

Mar-22 Bank Statement

Apr-22 Bank Statement

May-22 Bank Statement

Jun-22 Bank Statement

\$350.64 \$1,066.53 \$350.64 \$1,040.96

\$172.58 \$1,251.91 \$350.64 \$991.26 \$172.58

\$1,033.05 \$172.58 \$743.90 \$345.16

\$1,073.85 \$345.16 \$1,035.48 \$534.18

\$895.79 \$350.64 \$1,040.96 \$523.22

\$350.64 \$1,729.17 \$350.64 \$350.64 \$1,066.54

\$2,808.77

\$3,847.63

\$2,816.09

e renwed to June 2023 and weekly rent reamins \$189

\$2,938.97 \$2,294.69 \$2,988.67 \$2,810.61

9/06/2022 16/06/2022 18/06/2022 30/06/2022 \$350.64 \$1,040.96 \$1,073.85 \$350.64 \$35,893.27

SCPR Statement 35893.27 This Spreasheet \$35,893.27

SMSF Tax Return Summery 35893.27

this spreadsheet and SMSF Tax Return Summery \$0.00

Warren & Daiyan Bennett Superannuation Fund Statement of Taxable Income For the Period from 1 July 2021 to 30 June 2022

		Тах	
Description		eturn Ref.	Amount
Description			Amount
Income	<u></u>	ction B	
Total Gross Rent and Other Leasing & Hiring Income		В	72,978.00
Total Gross Interest		С	322.00
Total Assessable Personal Contributions		R2	27,500.00
Total Assessable Contributions		R	27,500.00
Total Other Income		S	142,662.00
Total Exempt Current Pension Income		Y	(7,082.00)
Total Assessable Income			236,380.00
Deductions	Sec	<u>ction C</u>	
Total Capital Works Deductions		D	6,275.00
Total Deduction for Decline in Value of Depreciating Assets		E	413.00
Total Investment Expenses			26,229.00
Total Management and Administration Expenses		J	3,023.00
Total Other Deductions		L	259.00
Total Deductions			36,199.00
Taxable Income or Loss	(V - N)	0	200,181.00
Income Tax Calculation Statement	Sec	ction D	
Gross Tax			
Gross Tax @ 15% for Concessional Income	30 Jun 2022	T1	30,027.15
Total Gross Tax			30,027.15
Rebates and Offsets		С	0.00
SUBTOTAL			30,027.15
Total Eligible Credits			0.00
Net Tax Payable			30,027.15
Total PAYG Instalments Raised		к	15,632.00
Total Supervisory Levy		L	259.00
Total Amount Due / (Refundable)			14,654.15

1. Fund Details

Fund Name	Warren & Daiyan Bennett Superannuation Fund
Fund ABN	59 429 275 649
Fund Address	34 Aroona Ave
	BUDDINA, QLD 4575

2. Member Details

Member's Name	Mr Warren Bennett
Date of Birth	22 November 1946
Gender	Male
Tax File Number Held	Yes
Claim Tax Free Threshold	Yes

3. Pension Details

Pension Account	ABP - 100% Tax Free (1)
Pension Type	Account Based
Start Date	1 June 2015
Reversionary Beneficiary	Not recorded
Purchase Price	188,718.24
Account Balance	53,182.15
Date of Balance	30 June 2022
Tax Free Proportion	100.00%

Income Stream Requirements

Minimum Pension	1,600.00
Maximum Pension*	Not Applicable

* Maximum Pension applies only to Transition to Retirement pensions, a limit of 10% of the member's account balance in income that can be drawn each year.

Pension Payment Details	
Payment Frequency	Yearly
Selected Amount Strategy	Minimum
Selected Amount	1,600.00

4. Member Declaration

I intend on drawing income from my Account Based account during the 2022 / 2023 financial year in accordance with the above. I understand it is the Trustee's responsibility to ensure that the member draws an income stream in accordance with the relevant legislation.

Signature	Date	/	/



Level 2/11 York Street Sydney NSW 2000

GPO Box 5311 Sydney NSW 2001

limeactuarial.com.au certificates@limeactuarial.com.au 1300 546 300 02 8096 5901

11 May 2023

Certificate No. 305987.2

The Trustees Warren & Daiyan Bennett Superannuation Fund

Dear Trustees,

SECTION 295-390 ACTUARIAL CERTIFICATE

This Actuarial Certificate is prepared for Warren & Daiyan Bennett Superannuation Fund for the financial year ending 30 June 2022. It complies with The Institute of Actuaries of Australia Professional Standard 406.

Information I have relied upon

This Actuarial Certificate relies upon information provided to us by Initiative Group on behalf of the Trustees of Warren & Daiyan Bennett Superannuation Fund. The key information I have relied upon is shown in Appendix 1.

You have stated that:

- Any assets segregated by election (using separate asset pools) have been removed from the data entered.
- The Fund has met the Minimum Pension Standards. That is, the required minimum amount has been withdrawn from the pension during the financial year.
- The types of pensions in the Fund include Allocated Pensions, Market-linked pensions, Term allocated pensions and Account based pensions. They do not include Defined Benefits pensions.
- The pensions valued meet the requirements to be considered Retirement Superannuation Income Streams under the Income Tax Assessment Act 1997.

My calculations have been based on draft financial statements. If any information provided, as shown in Appendix 1, changes materially then you should revise that information and obtain an updated Actuarial Certificate. If you don't have login details then you can contact Lime Actuarial to obtain your login details. There is no charge for updating your Actuarial Certificate.

Exempt proportion

The fund had unsegregated assets during these periods:

• 1 July 2021 to 30 June 2022

	Start of year	End of year	Average
Unsegregated Retirement Income Stream Liabilities	\$42,471	\$53,182*	\$42,500
Unsegregated Superannuation liabilities	\$1,292,886	\$1,648,194*	\$1,295,461
Exempt Proportion			3.28%

*Estimate

The estimated net assets at 30 June 2022 were \$1,648,194.

The average liabilities are calculated with regard to all transactions taking place during the period in which there were unsegregated assets.

I certify that **3.28%** of investment income earned by the fund during the year ended 30 June 2022 and relating to unsegregated assets, is exempt from tax. The specific exempt percentages for each member are:

	Tax exempt %	Taxable %
Warren Bennett	3.28%	16.44%
Daiyan Bennett	0.00%	80.28%
Reserves	0.00%	0.00%
Total	3.28%	96.72%

Adequacy

By definition, the value of assets and liabilities of account based income streams must be equal. Therefore I am satisfied that the value of assets at 30 June 2022 is sufficient to meet the fund's liabilities as they fall due.

Yours sincerely,

G. R. Eindeld

Greg Einfeld MEc, MBA Fellow of the Institute of Actuaries of Australia

Fund details

Fund name	Warren & Daiyan Bennett Superannuation Fund
Fund ABN	59429275649
Trustee Type	Corporate
Trustee name	W & D Super 8 Pty Ltd
Financial Year	2021-2022
Fund established during the financial year?	No
Fund wound up during the financial year?	No
Are there any assets segregated by election?	No

Member details

Member name	Date of birth	Joined during this year?	Exited the fund?	Exit the fund as a result of death?
Warren Bennett	22/11/1946	No	No	No
Daiyan Bennett	16/07/1963	No	No	No

Opening Balances

Name	Non Retirement Balance	Retirement Balance	Fund Reserves
Warren Bennett	\$212,780.90	\$42,471.10	N/A
Daiyan Bennett	\$1,037,634.24	\$0.00	N/A
Reserve	N/A	N/A	\$0.00

Eligibility for Segregation

Name	Yes / No
The fund is eligible for segregation	Yes

Member Cash (External) Transactions

Transaction Type	Date	Amount	Member
Retirement Withdrawal	30/06/2022	\$1,060.00	Warren Bennett
Concessional Contribution	05/06/2022	\$27,500.00	Daiyan Bennett

Non Cash (Internal) Transactions

Transaction Type	Date	Member	Amount
No non cash (Internal) transactions found.			

Closing Balances

Date	Amount
30/6/2022	\$1,648,194.38*

*Estimate

Includes **Transaction Type Concessional Contribution** One off and regular Concessional contributions Non-Concessional Non-Concessional Contributions Contribution Transfers from outside the fund into accumulation accounts including Transfer In Rollovers In and Insurance claims received. One off and regular amounts paid out of the fund from TTR accounts where the member has not met a condition of release and from Non Retirement Withdrawal accumulation accounts. Includes lump sum benefits, death benefits, rollovers out, insurance premiums, and pension drawdowns from TTR accounts where the member has not met a condition of release. One off and regular amounts paid out of the fund from TTR accounts where the member has met a condition of release and from Account **Retirement Withdrawal** Based Pension accounts. Includes pension drawdowns, lump sum benefits, death benefits, rollovers out, insurance premiums.

Description of Member Cash Transaction Types

Description of Non-Cash Transaction Types

Transaction Type	Includes
Account Based Pension Commencements	Account Based Pensions commenced during the financial year. Do not include pensions commenced in previous years, these are shown as opening balances. Do not include TTR Pensions. An Account Based Pension commencement involves transferring member balances from Accumulation to Account Based Pension.
Retirement Pension Commutation	Retirement Pensions ceased either in part or in entirety, where balances are transferred from Retirement (TTR pension where a condition of release has been met, and Account Based Pension) to Accumulation.
Retirement Pension Reversion	Transfers of a retirement pension balance from a deceased member to a surviving spouse.
Conversions from TTR to Retirement Pension	Conversion of a TTR to a Retirement Pension when a member meets a condition of release.
Contribution Split	Contributions which are split from one spouse to another. The amount split will be up to 85% of the original concessional contribution. Note that the original concessional contribution will also be shown on this form if it took place in the same year.
Transfers from Reserves to Non Retirement	Transfer from reserve account to a member Accumulation account or TTR pension.
Transfers from Reserves to Retirement	Transfer from reserve account to a member TTR pension where a condition of release has been met or Account Based Pension.

APPENDIX 3: ASSUMPTIONS

I have assumed that all transactions occur before investment income is earned each day

No assumptions are required to calculate the rate of increase in pension liability and earning rate as by definition, the value of assets and liabilities of account based income streams must be equal.

Transactions: Mrs Daiyan Bennett - Warren & Daiyan Bennett Superannuation Fund

Date Range: 01/07/2021 to 30/06/2022

Mrs Daiyan Bennett

	Date	Narrative	Debit	Credit	Balance	Quantity
Mrs Daiyan Bennett						-
01/07/2021	Opening Baland	ce		\$ 0.00	\$ 0.00 Cr	
05/06/2022	TFR FROM 021	399338		\$ 27,500.00	\$ 27,500.00 Cr	
Total Mrs Daiyan Benne	tt	\$	0.00	\$ 27,500.00	\$ 27,500.00 Cr	
Total Mrs Daiyan Bennett		\$	0.00	\$ 27,500.00	\$ 27,500.00 Cr	

Warren & Daiyan Bennett Superannuation Fund Investment Revaluation as at 30 June 2022							
Investment			Price Date	Market Price	Quantity	Market Value	Change in Market Value
Property	Direct Market						
PROP001	57/7-15 Varsityview Ct, SIPPY DOWNS		30 Jun 2022	350,000.00000	1.00000	350,000.00	88,780.08
PROP002	76/7-15 Varsityview Ct, SIPPY DOWNS		30 Jun 2022	350,000.00000	1.00000	350,000.00	90,170.83
Property	Direct Market Total					700,000.00	178,950.91
Unlisted	Market						
GPAL0001	Grand Palais Investment Trust		30 Jun 2022	0.97000	155,077.00000	150,424.69	(4,652.31)
GRAN01	The Grange Unit Trust				1.00000	532,373.86	0.00
Unlisted	Market Total					682,798.55	(4,652.31)
Fund Tot	al					1,382,798.55	174,298.60
_							

Grand Palais Investment Trust

Beneficiary Balance Summary

For the year ended 30 June 2022

	2022	2021
	\$	\$
Radford Group Superannuation Fund		
Opening Balance - Beneficiary	(12,396.19)	(10,878.19)
Drawings	(48,000.00)	(52,500.00)
Profit Distribution for Year	54,894.07	50,982.00
Closing Balance - Beneficiary	(5,502.12)	(12,396.19)
PJ & LD Kerr Super Fund		
Opening Balance - Beneficiary	(20,660.32)	(18,130.32)
Drawings	(80,000.00)	(87,500.00)
Profit Distribution for Year	91,490.03	84,970.00
Closing Balance - Beneficiary	(9,170.29)	(20,660.32)
Warren & Daiyan Bennett Superannuation Fund		
Opening Balance - Beneficiary	(8,264.13)	(7,252.13)
Drawings	(32,000.00)	(35,000.00)
Profit Distribution for Year	36,595.96	33,988.00
Closing Balance - Beneficiary	(3,668.17)	(8,264.13)
Total Beneficiary Funds	(18,340.58)	(41,320.64)

II Holmans.

Refer to compilation report



The Grange Unit Trust

ABN: 76 783 570 989 Notes To The Financial Statements For The Year Ended 30 June 2022

		Note	2022	2021
3	Cash And Cash Equivalents		\$	\$
-	Cash On Hand		199.00	200.00
	BOQ WebSavings Account #4431		1.03	-
		-	200.03	200.00
		-		
4	Investments			
	Non-current			
	Partnership Equity - The Grange		1,059,512.51	1,074,885.25
		-	1,059,512.51	1,074,885.25
_	Trada And Other Deveklar			
5	Trade And Other Payables			
	Current Sundry Creditors		1,221.00	_
		-		
			1,221.00	-
6	Unpaid Trust Distributions			
	W & D SUPER 8 PTY LTD			
	Balance At Beginning Of Year		5,068.59	-
	Share Of Profit Drawings		102,103.15 (110,400.00)	51,068.59 (46,000.00)
		-		
	SPICER INVESTMENT GROUP PTY LTD		(3,228.26)	5,068.59
	Balance At Beginning Of Year		2,534.29	-
	Share Of Profit		51,051.57	25,534.29
	Drawings		(55,200.00)	(23,000.00)
		-	(1,614.14)	2,534.29

These notes should be read in conjunction with the attached compilation report of RCB Accounting Pty Ltd.

Transactions: Bank of Qld Savings a/c 21729625 - Warren & Daiyan Bennett Superannuation Fund

Date Range: 01/07/2021 to 30/06/2022

	Date	Narrative	Debit	:	Credit	Balance	Quantity
Bank of Qld Savings a/o	21729625						
01/07/2021	Opening Balance	е		\$	0.00	\$ 0.00 Cr	
31/07/2021	INTEREST PAYN SYSTEM GENER			\$	25.05	\$ 25.05 Cr	
31/08/2021	INTEREST PAYN SYSTEM GENER			\$	28.17	\$ 53.22 Cr	
30/09/2021	INTEREST PAYN SYSTEM GENER			\$	29.12	\$ 82.34 Cr	
31/10/2021	INTEREST PAYN SYSTEM GENER			\$	25.41	\$ 107.75 Cr	
30/11/2021	INTEREST PAYN SYSTEM GENER			\$	20.92	\$ 128.67 Cr	
31/12/2021	INTEREST PAYN SYSTEM GENER			\$	22.52	\$ 151.19 Cr	
31/01/2022	INTEREST PAYN SYSTEM GENER			\$	24.48	\$ 175.67 Cr	
28/02/2022	INTEREST PAYN SYSTEM GENER			\$	24.09	\$ 199.76 Cr	
31/03/2022	INTEREST PAYN SYSTEM GENER			\$	27.14	\$ 226.90 Cr	
30/04/2022	INTEREST PAYN SYSTEM GENER			\$	27.55	\$ 254.45 Cr	
31/05/2022	INTEREST PAYN SYSTEM GENER			\$	31.41	\$ 285.86 Cr	
30/06/2022	INTEREST PAYN SYSTEM GENER			\$	36.92	\$ 322.78 Cr	
Total Bank of Qld Savin	gs a/c 21729625	\$	0.00	\$	322.78	\$ 322.78 Cr	
Total Bank of Qld Savings a	/c 21729625	\$	0.00	\$	322.78	\$ 322.78 Cr	

RENTAL PROPERTY SCHEDULE

July 2021 to June 2022

Rental Details

Tax File No.	844 336 357					
Legal Entity	W & D Super 8 Pty Ltd (ACN 610 512 135)atf the Warren & Daiyan Bennett Superannuation Fund					
Location of Property	U57/7-15 Varsityview Court, Sippy Downs Q 4556					
Gross Rent & Other Income	41,259	less bond lodged =(\$3,024) total rent 2022 =\$38,234.84 ✓				
Expenditure Subtotal:						
Advertising for tenants	\$0.00	Internet	\$839.88			
Body Corporate Levy	\$6,457.82	Land Tax	\$0.00			
Borrowing expenses	\$0.00	Legal fees	\$0.00			
Cleaning	\$319.00	Pest Control	\$0.00			
Council Rates	\$2,387.78	Property Agent Fees and commission	\$0.00			
Capital Allowances	\$0.00	Repairs and maintenance	\$1,476.86			
Gardening	\$0.00	RTA	\$3,024.00			
Insurance	\$244.38	Stationery. Telephone and postage	\$0.00			
Interest on Loans	\$0.00	Water Charges	\$1,363.33			
		0	\$0.00			
		Refund of Payment	\$0.00			
Total Expenditure	16,113 See itemed Expenses Below]				

GROSS RENT LESS TOTAL EXPENSES BEFORE DEPRECIATION

\$25,146



BPAY Receipt

Pls see bank statements for the other 3 x bond lodgements

25/8/21 1/5/22 30/6/22

Receipt Number	45273859
Account Number	21729625
Account Type	S Savings A/c
Biller Code	707703
Biller Name	QLD GOVERNMENT
Customer Reference	1043572955
Payment Amount	\$756.00
Payment Frequency	Once Only
Payment Date	09/11/2021
SMS Alert Notification	N

57B (Emens) Bowl Lodgens Bowl 2TA

Your BPAY payment has been processed

LS4TH3RG5M-BP03

Rooming accommodation agreement (Form R18)

Residential Tenancies and Rooming Accommodation Act 2008



N	1 Agent or manager/provi ame/trading name W & D S				
	ddress	,, <u></u>			
3	34 Aroona Avenue, Buddii	na Old			Destands 45
	2 Phone	Mobile	En	nail	Postcode 45
		0419 658 528			
2.1	Resident/s	0110 000 020	J	amesssc@bigpond.net.au	
	esident 1 Full name/s Kiers	ten Purcell			
	none 0401 012 254		ersten@purcell	shouse.com	
				510036.0011	
Re	esident 2 Full name/s				
Ph	none	Email			
2.2	Address for service (if di	fferent from addres	s of the premise	s in item 6.1). Attach a separate list	
3.1					
Na	ame/trading name				
Add	dress				
					Postcode
3.2	Phone	Mobile	Em	ail	
					-
4.1	Resident's representative	ofor notices If applica	able. See clause 29		
Na	me/trading name				
L	dress				
					Destaul
42	Phone	Mobile	<u>Г</u>		Postcode
	THONE		Em		
Noti	ices may be given to				
(Indi	icate if the email is different fro	om item 1, 2 or 3 ab	ove)		
	Agent or manager/provid	er			
Ema	ail Yes 🖌 No 🗌			Facsimile Yes 🗌 No 🖌	
5.2	Resident/s				
	ail Yes 🖌 No 🗌			Facsimile Yes 🗌 No 🖌	
Ema					
Ema 5.3	Provider's agent				
5.3	Provider's agent			Facsimile Yes 🗌 No 🗸	1
5.3	ail Yes 🖌 No 🗌			Facsimile Yes 🗌 No 🖌]
5.3 Ema 5.4	ail Yes 🖌 No 🗌				
5.3 Ema 5.4 Ema	ail Yes 🖌 No 🗌 🗌 Resident's representative ail Yes 🖌 No 🗌			Facsimile Yes No	
5.3 Ema 5.4 Ema 6.1	ail Yes No				
5.3 Ema 5.4 Ema 6.1	Ail Yes Yes No	nises]
5.3 Ema 5.4 Ema 6.1	Ail Yes V No Resident's representative Resident's representative Ail Yes V No A Address of the rental prer om no. A 57/7 Varsit	nises yview Court, Sipp			Postcode 4556

Rooming accommodation agreement (Form R18) Residential Tenancies and Rooming Accommodation Act 2008

Ite	$\overline{7.1}$ The term of the agreement is $\overline{\checkmark}$ fixed	term agreement	odic agreement			
	7.2 Starting on 26/01/22	7.3 Ending on 26/07/22				
		Fixed term agreements only. For cont	nuation of agreement, soo aloung 5			
lte 8	^m Rent \$ 189.00		See clause 6(1)			
Ite		-				
9	Accommodation \$	Other services	\$ As Per Item 15			
	Food service \$ N/A	 (attach a list if necessary) 				
	Personal care service \$ N/A					
Ite	Pont must be not an up					
1(due date (Thurs	• • • • • • • • • • • • • • • • • • • •	of each fortnight			
	Insert day. See clause 6(2	A	Insert week/fortnight			
Iter 11	, is faithful the	be paid. See clause 6(3)				
Land and the second	Direct transfer or cash deposit					
	Details for direct credit					
	Bank/building society/credit union Bank of Que	ensland				
	BSB no. 1 2 4 0 7 2 Account na	ame W & D Super 8 Pty I	td			
	Account no. 2 1 7 2 9 6 2					
		5 Payment reference	Room No. + Surname			
Iten		id. See clause 6(4) to 6(6)				
12	Bank of Queensland					
Item	13.1 Can the rent be increased? Yes	✔ No				
13	13.2 How will the rent increase be calculated?					
	and the term and term increase be calculated?					
	13.3 When will the rent increase start?					
	Starting an					
	Starting on See clause 8					
Item 14	Rental bond amount \$ 756.00 See	e clause 11				
14						
Item 15	Services to be provided Attach list if necessary					
10	Utilities, internet facilities. kitchen and laund	ry ware				
Item	Utility services for which the resident must pay	See clause 13				
16	Excessive usage of electricity, water - See F	Residents' Book				
Item	House rules have been provided to the resident/					
17		s 🖌 Yes 🗌 No	See clause 16			
Item	18.1 Number of persons allowed to reside in the	room 1				
18	18.2 Number of persons allowed to reside at the					
Item		e rental premises 4	See clause 17			
19	19.1 Pets approved 🗌 Yes 🖌 No See	clause 18(1)				
	19.2 The types and number of pets that may be	kept See clause 18(2)				
	Type N/A	Number 0 Type N/A		Number 0		

residential tenancies
 authority

rta



Part 2 Standard Terms Division 1 Preliminary

1 Interpretation

In this agreement -

- (a) a reference to the rental premises includes a reference to any inclusions for the rental premises stated in this agreement for item 6.2; 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 rooming accommodation agreement

- This part states, under the Residential Tenancies and Rooming Accommodation Act 2008 (the Act), section 73, the standard terms of a rooming accommodation agreement.
- (2) The Act also imposes duties on, and gives entitlements to, the provider and resident that are taken to be included as terms of this agreement.
- (3) The house rules for the rental premises are taken to be included as terms of this agreement.
- (4) The provider and resident may agree on other terms of this agreement (special terms).
- (5) A duty or entitlement under the Act overrides a standard term or special term if the term is inconsistent with the duty or entitlement.
- (6) 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 provider or the provider's agent enters the resident's room in contravention of the rules of entry under sections 257 to 262; or
- the resident does not sign and return the condition report to the provider or the provider's agent under section 81.

Division 2 Period of rooming accommodation agreement

3 Start of rooming accommodation agreement

This agreement starts on the day stated in this agreement for item 7.2.

4 Entry condition report - s 81

- This clause applies only if a rental bond is payable, or has been paid, under this agreement.
- (2) The provider must prepare, in the approved form, sign and give the resident 1 copy of a condition report for the room.
- (3) The copy must be given to the resident on or before the day the resident occupies the room under this agreement.
- (4) The resident must mark the copy of the report to show any parts the resident disagrees with, and sign and return the copy to the provider not later than 3 days after the later of the following days –
 - (a) the day the resident is entitled to occupy the room;

(b) the day the resident 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 room when the rooming accommodation agreement started.

(5) After the copy of the condition report is returned to the provider by the resident, the provider must copy the condition report and return it to the resident within 14 days.

5 Continuation of fixed term agreement - s 82

- (1) This clause applies if -
 - (a) under this agreement, rooming accommodation is provided to the resident for a fixed term; and
 - (b) neither the provider nor the resident gives the other party a notice under chapter 5, part 2 ending the agreement or agrees in writing with the other party to end the agreement.
- (2) This agreement continues to apply after the last day of the term, as a periodic agreement, on the same terms on which it applied immediately before the last day of the term, other than the term about the fixed term.

Division 3 Rent

- 6 When, how and where rent must be paid - ss 98 and 100
- (1) The resident must pay the rent stated in this agreement for item 8.
- (2) The rent must be paid at the times stated in this agreement for item 10.
- (3) The rent must be paid -
 - (a) in the way stated in this agreement for item 11; or
 - (b) in the way agreed after the signing of this agreement by –
 (i) the provider or resident 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 11 or no way agreed after the signing of this agreement – in an approved way under section 98(4).

Note --

If the way rent is to be paid is another way agreed on by the provider and resident under section 98(4)(g), the provider or the provider's agent must comply with the obligations under section 99(2).

- (4) The rent must be paid at the place stated in this agreement for item 12.
- (5) However, if, after the signing of this agreement, the provider gives a notice to the resident 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 12 and there is no notice stating a place, the rent must be paid at an appropriate place.

Examples of an appropriate place -

- the provider's address for service
- the provider's agent's office.

7 Rent in advance - s 101

The provider may require the resident to pay rent in advance only if the payment is not more than 2 weeks rent. *Note* –

Under section 101(2), the provider or the provider's agent must not require a payment of rent under this agreement in a period for which rent has already been paid.

8 Rent increases - s 105

- (1) If a provider proposes to increase the rent, the provider must give notice of the proposal to the resident.
- (2) The notice must state -
 - (a) the amount of the increased rent; and
 - (b) the day, not earlier than 4 weeks after the day the notice is given, from which the increased rent is payable.
- (3) Also, if this agreement is for a fixed term, the rent may not be increased before the term ends unless –
 - (a) this agreement states for item 13.1 rent can be increased; and
 - (b) this agreement states for item 13.2 the amount of the increase or how the amount of the increase is to be worked out; and
 - (c) the increase is made in accordance with this agreement.



18

- (4) The resident is not required to pay the increase unless it is made in accordance with this clause.
- (5) Subclauses (1) to (4) do not apply if the parties amend this agreement to provide for another service to be provided by the provider to the resident and for an increase in the rent in payment of the service.

9 Rent decreases for matters including loss of amenity or service – s 106

- (1) This clause applies if -
 - (a) the resident's room or common areas become partly unfit to live in, or their amenity or standard substantially decreases, other than because of intentional or reckless damage caused by the resident or a guest of the resident; or
 - (b) a service provided to the resident under this agreement is no longer available or is withdrawn, or the standard of the service substantially decreases, other than because the resident has not met the resident's obligations under this agreement.
- (2) The rent payable under this agreement decreases by the amount, and from the time, agreed between the provider and the resident.
- (3) If the provider and the resident can not agree on the amount or time for the decrease, either of them may apply to a tribunal for an order decreasing the rent by a stated amount from a stated time.

10 Rent decreases because of resident's absence - s 107

- This clause applies if either of the following is not provided to the resident because of the resident's absence –
 - (a) a personal care service;
 - (b) a food service, but only if the resident is absent from the rental premises for a continuous period of more than 2 weeks.
- (2) The provider and the resident may agree to a reduction in rent for the period of the absence.
- (3) If the provider and the resident can not agree on a reduction in rent for the period of the absence, the resident may apply to a tribunal for an order decreasing the rent by a stated amount for the period.

Division 4 Rental bond

11 Rental bond required - ss 111 and 116

- If a rental bond is stated in this agreement for item 14, the resident must pay to the provider or the provider'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 resident signs this agreement. Note -

There is a maximum bond that may be required unless your weekly rent is more than \$500. See section 146.

- (2) The provider or the provider'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 provider if the resident breaches this agreement.

Example –

The provider may claim against the bond if the resident does not leave the room in the required condition at the end of the rooming accommodation agreement.

Note -

For how to apply to the authority or a tribunal for the bond at the end of the rooming accommodation agreement, see sections 125 to 141. Delay in applying may mean that payment is made on another application for payment.

12 Increase in bond - s 154

- The resident must increase the rental bond if –

 (a) the rent increases and the provider gives notice to the resident 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 resident is given the notice.

Division 5 Outgoings

13 Charge for utility service - s 170

The resident must pay an amount for utility services supplied to the rental premises during this agreement if -

- (a) the service is stated in this agreement for item 16; and
- (b) the resident's room is individually metered for the utility service by an appliance approved by the supplying entity. *Note* –

Section 170(2)(b) limits the amount the resident must pay.

Division 6 Rights and obligations of provider and resident

14 Provider's obligations - ss 247 and 249

- (1) The provider has the following obligations -
 - (a) to ensure the provider is not in breach of a law dealing with issues about the health or safety of persons using or entering the resident's room or common areas;
 - (b) to take reasonable steps to ensure the resident –
 (i) always has access to the resident's room and to bathroom and toilet facilities; and
 - (ii) has reasonable access to any other common areas;
 - (c) to take reasonable steps to ensure the security of the resident's room and the resident's personal property in the room;
 - (d) to maintain the resident's room and common areas in a way that the room and areas remain fit for the resident to live in;
 - (e) to take reasonable steps to ensure the resident's room and common areas and facilities provided in the room and areas –
 - (i) are kept safe and in good repair; and
 - subject to any agreement with the resident about cleaning the resident's room or common areas or facilities – are kept clean;
 - (f) not to unreasonably restrict the resident's guests in visiting the resident;
 - (g) to ensure that the times during which the provider, or an agent of the provider, is available to be contacted by the resident are reasonable, having regard to all the circumstances including the services being provided to the resident under this agreement.
- (2) For subclause (1)(e)(ii), an agreement about cleaning common areas may be made only for a common area used by the resident and a minority of other residents of the provider. *Example for subclause (2)* –

Four residents have individual rooms opening out onto a living area which is available for use only by those residents. The provider and the 4 residents may agree that the cleaning of the living area is to be done by the 4 residents.

- (3) The provider must take reasonable steps to ensure the resident has quiet enjoyment of the resident's room and common areas.
- (4) The provider or the provider's agent must not interfere with the reasonable peace, comfort or privacy of the resident in using the resident's room and common areas.

15 Resident's obligations - s 253

- (1) The resident has the following obligations -
 - (a) to use the resident's room and common areas only or mainly as a place of residence;
 - (b) not to use the resident's room or common areas for an illegal purpose;
 - (c) not to interfere with, and to ensure the resident's guests do not interfere with, the reasonable peace, comfort or privacy of another resident or another resident's appropriate use of the other resident's room or common areas;
 - (d) to pay the rent when it falls due;
 - (e) not to keep an animal on the rental premises without the provider's permission;
 - (f) not to intentionally or recklessly damage or destroy, or allow the resident's guests to intentionally or recklessly damage or destroy, any part of the rental premises or a facility in the rental premises;
 - (g) to keep the resident's room and inclusions clean, having regard to their condition at the start of this agreement;
 - (h) to maintain the resident's room in a condition that does not give rise to a fire or health hazard;

Examples of a fire hazard -

- 1 allowing newspapers to build up in the resident's room
- 2 blocking access to the resident's room.

16 House rules - ss 266-276

- (1) The resident must comply with the house rules for the rental premises.
- (2) The provider must give the resident a copy of the house rules for the rental premises before entering into this agreement.
- (3) The provider or the provider's agent for the rental premises must ensure a copy of the house rules for the rental premises is displayed, at all times, at a place in the rental premises where it is likely to be seen by the residents.
- (4) At least 7 days before making any changes to the house rules for the rental premises, the provider must give a notice to the resident stating the following –
 - (a) proposed changes and the day the changes are to take effect;
 - (b) that the resident may object to the changes and how an objection may be made.
- (5) However, if this agreement starts less than 7 days before the proposed changes are to take effect, the provider need only give the notice mentioned in subclause (4) when this agreement starts.

17 Number of occupants allowed

- (1) No more than the number of persons stated in this agreement for item 18.1 may reside in the room.
- (2) No more than the number of persons stated in this agreement for item 18.2 may reside at the rental premises.
- (3) However, more people may reside in the room or at the rental premises if the resident and the provider agree.

18 Pets

- (1) The resident may keep pets on the rental premises only if this agreement states for item 19.1 that pets are approved.
- (2) If this agreement states for item 19.1 that pets are approved and this agreement states for item 19.2 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.

19 Supply of locks and keys - s 250

- The provider must supply and maintain all locks necessary to ensure the resident's room is reasonably secure.
- (2) The provider must give the resident a key for each lock that secures an entry to the following
 - (a) the resident's room;
 - (b) a building or building within which the resident's room and common areas are situated.
- (3) The resident must not make a copy of the key without the provider's permission.
- (4) The resident must not tamper with a door lock in the rental premises.

20 Changing locks – s 251

- The resident may request the provider to change or repair a lock that secures entry to the resident's room if the resident reasonably believes there is the likelihood of
 - (a) risk to the resident's safety; or
 - (b) theft of, or damage to, the resident's belongings.
- (2) The provider must not act unreasonably in failing to agree to change or repair the lock.

21 Fixtures or structural changes - ss 254-256

 The resident may attach a fixture, or make a structural change, to the rental premises only if the provider 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 provider's agreement must be written, describe the nature of the fixture or change and include any terms of this agreement. *Examples of terms* –
 - that the resident may remove the fixture
 - that the resident must repair damage caused when removing the fixture
 - that the provider must pay for the fixture if the resident can not remove it
- (3) If the provider does agree, the resident must comply with the terms of the provider's agreement.
- (4) The provider must not act unreasonably in failing to agree.
- (5) If the resident attaches a fixture, or makes a structural change, to the rental premises without the provider's agreement, the provider 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 rental premises for the provider's benefit (that is, treat it as belonging to the provider, without having to pay the resident for it).

22 Provider's right to enter resident's room - ss 257-262

The provider or the provider's agent may enter the resident's room during this agreement only if the obligations under sections 257 to 262 have been complied with.

Division 7 When agreement ends

23 Ending of agreement - s 366

- (1) This agreement ends only if -
 - (a) the resident and the provider agree in writing; or
 - (b) the provider gives a notice to leave the rental premises to the resident by a stated day and the resident leaves the rental premises; or
 - (c) the provider or resident gives a notice to the other party terminating this agreement on a stated day; or
 - (d) a tribunal makes an order terminating this agreement; or

residential

tenancies authority



18

(e) the resident abandons the resident's room; or Note – See section 509 for indications that a resident has abandoned

their room.

- (f) after receiving a notice from a mortgagee under section 384, the resident vacates, or is removed from, the rental premises.
- (2) Also, if a sole resident dies, this agreement terminates in accordance with section 366(7) or (8).

24 Condition room must be left in – s 253(i)

At the end of this agreement, the resident must leave the resident's room and inclusions, as far as possible, in the same condition they were in at the start of this agreement, 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

25 Keys

At the end of this agreement, the resident must return to the provider all keys for the resident's room and the rental premises.

26 Goods or money left behind in rental premises - ss 392 and 393

- The resident must take all of the resident's belongings from the rental premises at the end of this agreement.
- (2) The provider must not treat belongings left behind as the provider's own property, but must deal with them under sections 392 and 393.

Division 9 Miscellaneous

27 Supply of goods and services – s 176

- The provider or the provider's agent must not require the resident to buy goods or services from the provider or a person nominated by the provider or agent.
- (2) Subclause (1) does not apply to a requirement about a food service, personal care service or utility service. *Note* –

See section 176 for what is a utility service and schedule 2 of the Act for what is a food service and a personal care service.

28 Provider's agent

- (1) The name and address for service of the provider's agent is stated in this agreement for item 3.
- (2) Unless a special term provides otherwise, the agent may –

 (a) stand in the provider's place in any application to a tribunal by the provider or the resident; or
 - (b) do any thing else the provider may do, or is required to do, under this agreement.

29 Notices

- A notice under this agreement must be written and, if there is an approved form for the notice, in the approved form.
- (2) A notice from the resident to the provider may be given to the provider's agent.
- (3) A notice may be given to a party to this agreement, the provider's agent or a representative –
 - (a) by giving it to the party, agent or representative personally; or
 - (b) if an address for service for the party, agent or representative is stated in this agreement for item 1, 2, 3 or 4 – 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, agent or representative is stated in this agreement for item 1, 2, 3 or 4 and item 5 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, agent or representative is stated in this agreement for item 1, 2, 3 or 4 and item 5 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, the provider's agent or a representative 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, agent or representative by facsimile or email.
- (5) If no address for service is stated in this agreement for item 2 for the resident, the resident's address for service is taken to be the address of the rental premises.
- (6) A party, the provider's agent or a representative 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, the provider's agent or a representative, the address for service, facsimile number or email address stated in the notice is taken to be the party's, agent's or representative's address for service, facsimile number or email address stated in this agreement for item 1, 2, 3 or 4.
- (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.

(9) In this clause –

representative means a person acting for the resident under section 525(1)(c).



Part 3 Special terms

insert any special terms here. See clause 2(4) to 2(6)

This agreement is signed in conjunction with the house rules and the resident agrees to live by the house rules of accommodation signed at the commencement of the tenancy.

The resident/s must receive a copy of any applicable by-laws if copies have not previously been given to the resident/s. Do not send to the RTA—give this form to the resident/s, keep a copy for your records.

Signature of the agent, manager/provider or provider's agent

Name/trading name W & D Super 8 Pty Ltd Sig Date 23

Signature of resident 1

Indicate if acting on authority under Guardianship and Administration Act 2000 or Powers of Attorney Act 1998.

Print name **Kiersten Purcell**

Signatur NG

Date Z1.11.21

Signature of resident 2

Indicate if acting on authority under Guardianship and Administration Act 2000 or Powers of Attorney Act 1998.

Print name

Signature

Cignatore

Date

Level 23, 179 Turbot Street | GPO Box 390 Brisbane Q 4001 | t 1300 366 311 | rta.qld.gov.au

Page 7 of 7 v7 Apr19

Rooming accommodation agreement (Form R18)

Residential Tenancies and Rooming Accommodation Act 2008



- talling induction of the	& D Super 8 Pty Ltd		
Address			
34 Aroona Avenue, E	Juddina Qld		Postcode 457
1.2 Phone	Mobile	Email	
	0419 658 528	jamesssc@bigpond.net.au	
2.1 Resident/s			and the second
Resident 1 Full name/s	Sebastian Emery		
Phone 0448 689 290	Email sebasti a	an.emery15@gmail.com	· ·
Resident 2 Full name/s	-		
Phone	Email		
		ne premises in item 6.1). Attach a separate list	
	's agent if applicable. See clause 28		
Name/trading name W			
Address			
34 Aroona Avenue, B	kuddina Old		Postcode 4575
3.2 Phone	Mobile	Email	
S.Z Phone	0419 658 528	jamesssc@bigpond.net.au	
· · · · ·	entative for notices If applicable. See		
Name/trading name			
Address			Postcode
		[TOSICOUS
4.2 Phone	Mobile	Email	
Notices may be given to) ierent from item 1, 2 or 3 above)		
Notices may be given to (Indicate if the email is diff	ferent from item 1, 2 or 3 above)		
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Notices may be given to (Indicate if the email is diff 5.1 Agent or manager Email Yes 🖌 No 🗌	ferent from item 1, 2 or 3 above)	Facsimile Yes 🗌 No 📈	
Notices may be given to (Indicate if the email is diff 5.1 Agent or manager Email Yes 2 No	ferent from item 1, 2 or 3 above)	Facsimile Yes 🗌 No 🖉	
Notices may be given to (Indicate if the email is diff 5.1 Agent or manager Email Yes No 5.2 Resident/s Email Yes No	ferent from item 1, 2 or 3 above)		
Notices may be given to (Indicate if the email is diff 5.1 Agent or manager Email Yes V No 5.2 Resident/s Email Yes V No 5.3 Provider's agent	ferent from item 1, 2 or 3 above)		
Notices may be given to (Indicate if the email is diff 5.1 Agent or manager Email Yes 5.2 Resident/s Email Yes 5.3 Provider's agent Email Yes 5.3 Provider's agent Email Yes	ferent from item 1, 2 or 3 above) /provider	Facsimile Yes 🗌 No 🗹	
Notices may be given to (Indicate if the email is diff 5.1 Agent or manager Email Yes 5.2 Resident/s Email Yes 5.3 Provider's agent Email Yes 5.4 Resident's represent	ferent from item 1, 2 or 3 above) /provider	Facsimile Yes 🗌 No 🗹	
Notices may be given to (Indicate if the email is diff 5.1 Agent or manager Email Yes No 5.2 Resident/s Email Yes No 5.3 Provider's agent Email Yes No 5.4 Resident's represe Email Yes No	ferent from item 1, 2 or 3 above) /provider /provider	Facsimile Yes 🗌 No 🗹	
Notices may be given to (Indicate if the email is diff 5.1 Agent or manager Email Yes No 5.2 Resident/s Email Yes No 5.3 Provider's agent Email Yes No 5.4 Resident's represe Email Yes No 1 Josephine 6.1 Address of the remain	ferent from item 1, 2 or 3 above) /provider /provider	Facsimile Yes 🗌 No 🗹	
Notices may be given to (Indicate if the email is diff 5.1 Agent or manager Email Yes No 5.2 Resident/s Email Yes No 5.3 Provider's agent Email Yes No 5.4 Resident's represe Email Yes No 1 Joseph 2 1 Address of the rer Room no. B	ferent from item 1, 2 or 3 above) /provider entative ntal premises	Facsimile Yes □ No ☑ Facsimile Yes □ No ☑ Facsimile Yes □ No ☑	Postcode 4556
Notices may be given to (Indicate if the email is diffi- 5.1 Agent or manager, Email Yes ✓ No □ 5.2 Resident/s Email Yes ✓ No □ 5.3 Provider's agent Email Yes ✓ No □ 5.4 Resident's represe Email Yes ✓ No □ 6.1 Address of the rer Room no. B	ferent from item 1, 2 or 3 above) /provider entative ntal premises 7 Varsityview Court, Sippy D	Facsimile Yes □ No ☑ Facsimile Yes □ No ☑ Facsimile Yes □ No ☑	Postcode 4556

1

Item. 7	7.1 The term of the agreement is 🖌 fixed term agreement 🗌 periodic agreement
******	7.2 Starting on 09/11/21 7.3 Ending on 19/12/22
	Fixed term agreements only. For continuation of agreement, see clause 5
Item 8	Rent \$ 189.00 per 🖌 week 🗌 fortnight See clause 6(1)
Item	Breakdown of rent
9	Accommodation \$ Other services (attach a list if necessary) \$ As Per Item 15
	Food service \$ N/A
	Personal care service \$ N/A
Item	Rent must be paid on the Wednesday day of each fortnight
1.0	Insert day. See clause 6(2) Insert week/fortnight
Item	Method of rent payment Insert the way the rent must be paid. See clause 6(3)
11	Direct transfer or cash deposit
	Details for direct credit
	Bank/building society/credit union Bank of Queensland
	BSB no. 1 2 4 0 7 2 Account name W and D Super Eight Pty Ltd
	Account no. 2 1 7 2 9 6 2 5 Payment reference Your surname
Item	Place of rent payment Insert where the rent must be paid. See clause 6(4) to 6(6)
-12	Bank of Queensland
Item	13.1 Can the rent be increased? Yes 🖌 No
13	13.2 How will the rent increase be calculated?
	13.3 When will the rent increase start?
	Starting on See clause 8
Item	
14	Rental bond amount \$ 756.00 See clause 11
Item	Services to be provided Attach list if necessary
15	Utilities, internet facilities. kitchen and laundry ware
llem	Utility services for which the resident must pay See clause 13
16	Excessive usage of electricity, water - See Residents' Book
Item 17	House rules have been provided to the resident/s 🖌 Yes 🗌 No See clause 16
	18.1 Number of persons allowed to reside in the room
18	18.2 Number of persons allowed to reside at the rental premises 4 See clause 17
Item	19.1 Pets approved Yes V No See clause 18(1)
19*	
	19.2 The types and number of pets that may be kept See clause 18(2) Type N/A Number 0 Type N/A
	Type N/A Number 0 Type N/A Number 0



Part 2 Standard Terms Division 1 Preliminary

1 Interpretation

In this agreement –

- (a) a reference to *the rental premises* includes a reference to any inclusions for the rental premises stated in this agreement for item 6.2; 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 rooming accommodation agreement

- This part states, under the Residential Tenancies and Rooming Accommodation Act 2008 (the Act), section 73, the standard terms of a rooming accommodation agreement.
- (2) The Act also imposes duties on, and gives entitlements to, the provider and resident that are taken to be included as terms of this agreement.
- (3) The house rules for the rental premises are taken to be included as terms of this agreement.
- (4) The provider and resident may agree on other terms of this agreement (special terms).
- (5) A duty or entitlement under the Act overrides a standard term or special term if the term is inconsistent with the duty or entitlement.
- (6) 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 provider or the provider's agent enters the resident's room in contravention of the rules of entry under sections 257 to 262; or
- the resident does not sign and return the condition report to the provider or the provider's agent under section 81.

Division 2 Period of rooming accommodation agreement

3 Start of rooming accommodation agreement

This agreement starts on the day stated in this agreement for item 7.2.

4 Entry condition report - s 81

- (1) This clause applies only if a rental bond is payable, or has been paid, under this agreement.
- (2) The provider must prepare, in the approved form, sign and give the resident 1 copy of a condition report for the room.
- (3) The copy must be given to the resident on or before the day the resident occupies the room under this agreement.
- (4) The resident must mark the copy of the report to show any parts the resident disagrees with, and sign and return the copy to the provider not later than 3 days after the later of the following days –
 - (a) the day the resident is entitled to occupy the room;

(b) the day the resident 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 room when the rooming accommodation agreement started.

(5) After the copy of the condition report is returned to the provider by the resident, the provider must copy the condition report and return it to the resident within 14 days.

5 Continuation of fixed term agreement - s 82

- (1) This clause applies if -
 - (a) under this agreement, rooming accommodation is provided to the resident for a fixed term; and
 - (b) neither the provider nor the resident gives the other party a notice under chapter 5, part 2 ending the agreement or agrees in writing with the other party to end the agreement.
- (2) This agreement continues to apply after the last day of the term, as a periodic agreement, on the same terms on which it applied immediately before the last day of the term, other than the term about the fixed term.

Division 3 Rent

6 When, how and where rent must be paid - ss 98 and 100

- (1) The resident must pay the rent stated in this agreement for item 8.
- (2) The rent must be paid at the times stated in this agreement for item 10.
- (3) The rent must be paid -
 - (a) in the way stated in this agreement for item 11; or
 - (b) in the way agreed after the signing of this agreement by –
 (i) the provider or resident 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 11 or no way agreed after the signing of this agreement – in an approved way under section 98(4).

Note -

If the way rent is to be paid is another way agreed on by the provider and resident under section 98(4)(g), the provider or the provider's agent must comply with the obligations under section 99(2).

- (4) The rent must be paid at the place stated in this agreement for item 12.
- (5) However, if, after the signing of this agreement, the provider gives a notice to the resident 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 12 and there is no notice stating a place, the rent must be paid at an appropriate place.

Examples of an appropriate place -

- the provider's address for service
- the provider's agent's office.

7 Rent in advance - s 101

The provider may require the resident to pay rent in advance only if the payment is not more than 2 weeks rent. *Note* –

Under section 101(2), the provider or the provider's agent must not require a payment of rent under this agreement in a period for which rent has already been paid.

8 Rent increases - s 105

- (1) If a provider proposes to increase the rent, the provider must give notice of the proposal to the resident.
- (2) The notice must state -
 - (a) the amount of the increased rent; and
 - (b) the day, not earlier than 4 weeks after the day the notice is given, from which the increased rent is payable.
- (3) Also, if this agreement is for a fixed term, the rent may not be increased before the term ends unless
 - (a) this agreement states for item 13.1 rent can be increased; and
 - (b) this agreement states for item 13.2 the amount of the increase or how the amount of the increase is to be worked out; and
 - (c) the increase is made in accordance with this agreement.



- (4) The resident is not required to pay the increase unless it is made in accordance with this clause.
- (5) Subclauses (1) to (4) do not apply if the parties amend this agreement to provide for another service to be provided by the provider to the resident and for an increase in the rent in payment of the service.

9 Rent decreases for matters including loss of amenity or service – s 106

- This clause applies if
 - (a) the resident's room or common areas become partly unfit to live in, or their amenity or standard substantially decreases, other than because of intentional or reckless damage caused by the resident or a guest of the resident; or
 - (b) a service provided to the resident under this agreement is no longer available or is withdrawn, or the standard of the service substantially decreases, other than because the resident has not met the resident's obligations under this agreement.
- (2) The rent payable under this agreement decreases by the amount, and from the time, agreed between the provider and the resident.
- (3) If the provider and the resident can not agree on the amount or time for the decrease, either of them may apply to a tribunal for an order decreasing the rent by a stated amount from a stated time.

10 Rent decreases because of resident's absence - s 107

- This clause applies if either of the following is not provided to the resident because of the resident's absence –

 (a) a personal care service;
 - (b) a food service, but only if the resident is absent from the rental premises for a continuous period of more than 2 weeks.
- (2) The provider and the resident may agree to a reduction in rent for the period of the absence.
- (3) If the provider and the resident can not agree on a reduction in rent for the period of the absence, the resident may apply to a tribunal for an order decreasing the rent by a stated amount for the period.

Division 4 Rental bond

11 Rental bond required - ss 111 and 116

- If a rental bond is stated in this agreement for item 14, the resident must pay to the provider or the provider'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 resident signs this agreement. Note –

There is a maximum bond that may be required unless your weekly rent is more than \$500. See section 146.

- (2) The provider or the provider'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 provider if the resident breaches this agreement.

Example -

The provider may claim against the bond if the resident does not leave the room in the required condition at the end of the rooming accommodation agreement.

Note -

For how to apply to the authority or a tribunal for the bond at the end of the rooming accommodation agreement, see sections 125 to 141. Delay in applying may mean that payment is made on another application for payment.

12 Increase in bond - s 154

- (1) The resident must increase the rental bond if -
 - (a) the rent increases and the provider gives notice to the resident 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 resident is given the notice.

Division 5 Outgoings

13 Charge for utility service - s 170

The resident must pay an amount for utility services supplied to the rental premises during this agreement if –

- (a) the service is stated in this agreement for item 16; and
- (b) the resident's room is individually metered for the utility service by an appliance approved by the supplying entity. *Note –*

Section 170(2)(b) limits the amount the resident must pay.

Division 6 Rights and obligations of provider and resident

14 Provider's obligations - ss 247 and 249

- (1) The provider has the following obligations -
 - (a) to ensure the provider is not in breach of a law dealing with issues about the health or safety of persons using or entering the resident's room or common areas;
 - (b) to take reasonable steps to ensure the resident –
 (i) always has access to the resident's room and to bathroom and toilet facilities; and
 - (ii) has reasonable access to any other common areas;
 - (c) to take reasonable steps to ensure the security of the resident's room and the resident's personal property in the room;
 - (d) to maintain the resident's room and common areas in a way that the room and areas remain fit for the resident to live in;
 - (e) to take reasonable steps to ensure the resident's room and common areas and facilities provided in the room and areas –
 - (i) are kept safe and in good repair; and
 - subject to any agreement with the resident about cleaning the resident's room or common areas or facilities – are kept clean;
 - (f) not to unreasonably restrict the resident's guests in visiting the resident;
 - (g) to ensure that the times during which the provider, or an agent of the provider, is available to be contacted by the resident are reasonable, having regard to all the circumstances including the services being provided to the resident under this agreement.
- (2) For subclause (1)(e)(ii), an agreement about cleaning common areas may be made only for a common area used by the resident and a minority of other residents of the provider.

Example for subclause (2) –

Four residents have individual rooms opening out onto a living area which is available for use only by those residents. The provider and the 4 residents may agree that the cleaning of the living area is to be done by the 4 residents.

- (3) The provider must take reasonable steps to ensure the resident has quiet enjoyment of the resident's room and common areas.
- (4) The provider or the provider's agent must not interfere with the reasonable peace, comfort or privacy of the resident in using the resident's room and common areas.



- (1) The resident has the following obligations -
 - (a) to use the resident's room and common areas only or mainly as a place of residence;
 - (b) not to use the resident's room or common areas for an illegal purpose;
 - (c) not to interfere with, and to ensure the resident's guests do not interfere with, the reasonable peace, comfort or privacy of another resident or another resident's appropriate use of the other resident's room or common areas;
 - (d) to pay the rent when it falls due;
 - (e) not to keep an animal on the rental premises without the provider's permission;
 - (f) not to intentionally or recklessly damage or destroy, or allow the resident's guests to intentionally or recklessly damage or destroy, any part of the rental premises or a facility in the rental premises;
 - (g) to keep the resident's room and inclusions clean, having regard to their condition at the start of this agreement;
 - (h) to maintain the resident's room in a condition that does not give rise to a fire or health hazard;

Examples of a fire hazard -

- 1 allowing newspapers to build up in the resident's room
- 2 blocking access to the resident's room.

16 House rules - ss 266-276

- (1) The resident must comply with the house rules for the rental premises.
- (2) The provider must give the resident a copy of the house rules for the rental premises before entering into this agreement.
- (3) The provider or the provider's agent for the rental premises must ensure a copy of the house rules for the rental premises is displayed, at all times, at a place in the rental premises where it is likely to be seen by the residents.
- (4) At least 7 days before making any changes to the house rules for the rental premises, the provider must give a notice to the resident stating the following –
 - (a) proposed changes and the day the changes are to take effect;
 - (b) that the resident may object to the changes and how an objection may be made.
- (5) However, if this agreement starts less than 7 days before the proposed changes are to take effect, the provider need only give the notice mentioned in subclause (4) when this agreement starts.

17 Number of occupants allowed

- (1) No more than the number of persons stated in this agreement for item 18.1 may reside in the room.
- (2) No more than the number of persons stated in this agreement for item 18.2 may reside at the rental premises.
- (3) However, more people may reside in the room or at the rental premises if the resident and the provider agree.

18 Pets

- (1) The resident may keep pets on the rental premises only if this agreement states for item 19.1 that pets are approved.
- (2) If this agreement states for item 19.1 that pets are approved and this agreement states for item 19.2 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.

19 Supply of locks and keys – s 250

- (1) The provider must supply and maintain all locks necessary to ensure the resident's room is reasonably secure.
- (2) The provider must give the resident a key for each lock that secures an entry to the following –
 - (a) the resident's room;
 - (b) a building or building within which the resident's room and common areas are situated.
- (3) The resident must not make a copy of the key without the provider's permission.
- (4) The resident must not tamper with a door lock in the rental premises.

20 Changing locks – s 251

- The resident may request the provider to change or repair a lock that secures entry to the resident's room if the resident reasonably believes there is the likelihood of –
 - (a) risk to the resident's safety; or
 - (b) theft of, or damage to, the resident's belongings.
- (2) The provider must not act unreasonably in failing to agree to change or repair the lock.

21 Fixtures or structural changes - ss 254-256

 The resident may attach a fixture, or make a structural change, to the rental premises only if the provider agrees to the fixture's attachment or the structural change.

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 provider's agreement must be written, describe the nature of the fixture or change and include any terms of this agreement. *Examples of terms* –
 - that the resident may remove the fixture
 - that the resident must repair damage caused when removing the fixture
 - that the provider must pay for the fixture if the resident can not remove it
- (3) If the provider does agree, the resident must comply with the terms of the provider's agreement.
- (4) The provider must not act unreasonably in failing to agree.
- (5) If the resident attaches a fixture, or makes a structural change, to the rental premises without the provider's agreement, the provider 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 rental premises for the provider's benefit (that is, treat it as belonging to the provider, without having to pay the resident for it).

22 Provider's right to enter resident's room - ss 257-262

The provider or the provider's agent may enter the resident's room during this agreement only if the obligations under sections 257 to 262 have been complied with.

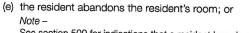
Division 7 When agreement ends

23 Ending of agreement - s 366

- (1) This agreement ends only if -
 - (a) the resident and the provider agree in writing; or
 - (b) the provider gives a notice to leave the rental premises to the resident by a stated day and the resident leaves the rental premises; or
 - (c) the provider or resident gives a notice to the other party terminating this agreement on a stated day; or
 - (d) a tribunal makes an order terminating this agreement; or

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See section 509 for indications that a resident has abandoned their room.

- (f) after receiving a notice from a mortgagee under section 384, the resident vacates, or is removed from, the rental premises.
- (2) Also, if a sole resident dies, this agreement terminates in accordance with section 366(7) or (8).

24 Condition room must be left in – s 253(i)

- At the end of this agreement, the resident must leave the resident's room and inclusions, as far as possible, in the same condition they were in at the start of this agreement, 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

25 Keys

At the end of this agreement, the resident must return to the provider all keys for the resident's room and the rental premises.

26 Goods or money left behind in rental premises - ss 392 and 393

- (1) The resident must take all of the resident's belongings from the rental premises at the end of this agreement.
- (2) The provider must not treat belongings left behind as the provider's own property, but must deal with them under sections 392 and 393.

Division 9 Miscellaneous

27 Supply of goods and services – s 176

- The provider or the provider's agent must not require the resident to buy goods or services from the provider or a person nominated by the provider or agent.
- (2) Subclause (1) does not apply to a requirement about a food service, personal care service or utility service. *Note* –

See section 176 for what is a utility service and schedule 2 of the Act for what is a food service and a personal care service.

28 Provider's agent

- The name and address for service of the provider's agent is stated in this agreement for item 3.
- (2) Unless a special term provides otherwise, the agent may –

 (a) stand in the provider's place in any application to a tribunal by the provider or the resident; or
 - (b) do any thing else the provider may do, or is required to do, under this agreement.

29 Notices

- (1) A notice under this agreement must be written and, if there is an approved form for the notice, in the approved form.
- (2) A notice from the resident to the provider may be given to the provider's agent.
- (3) A notice may be given to a party to this agreement, the provider's agent or a representative –
 - (a) by giving it to the party, agent or representative personally; or
 - (b) if an address for service for the party, agent or representative is stated in this agreement for item 1, 2, 3 or 4 – 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, agent or representative is stated in this agreement for item 1, 2, 3 or 4 and item 5 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, agent or representative is stated in this agreement for item 1, 2, 3 or 4 and item 5 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, the provider's agent or a representative 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, agent or representative by facsimile or email.
- (5) If no address for service is stated in this agreement for item 2 for the resident, the resident's address for service is taken to be the address of the rental premises.
- (6) A party, the provider's agent or a representative 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, the provider's agent or a representative, the address for service, facsimile number or email address stated in the notice is taken to be the party's, agent's or representative's address for service, facsimile number or email address stated in this agreement for item 1, 2, 3 or 4.
- (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.

(9) In this clause –

representative means a person acting for the resident under section 525(1)(c).

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Part 3 Special terms

Insert any special terms here. See clause 2(4) to 2(6)

This agreement is signed in conjunction with the house rules (as per Residents Book) and the resident agrees to live by the house rules of accommodation.

The resident/s must receive a copy of any applicable by-laws if copies have not previously been given to the resident/s. Do not send to the RTA-give this form to the resident/s, keep a copy for your records.

Signature of the agent, manager/provider or provider's agent

Name/tracling name W & D Super 8 Pty Ltd Signatur Date

Signature of resident 1

Indicate if acting on authority under Guardianship and Administration Act 2000 or Powers of Attorney Act 1998.

Print name

Sebastian Emery

Signature 51 Date (Emer

Signature of resident 2

Indicate if acting on authority under Guardianship and Administration Act 2000 or Powers of Attorney Act 1998, Print name

-	 	

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Residential Tenancies and Rooming Accommodation Act 2008



ran	11	Rooming a	accomm	odation de	tails						
Item	1.1	Address of th	e rental pre	mises							
1	Room no. D 7 - 15 Varsityview Court										
	Sippy Downs Qld Postcode 45										
	1.2	Type of room	ing accomn	nodation (tick 🗸	if applicable)						
		Level 1 🖌 🖌	Level 2	Level 3	Student acco	ommodation	n				
	1.3 Agent or manager/provider										
	Nam	ne/trading name	W&DS	Super 8 Pty Lto	ł						
,		iress						1			
	34 /	Aroona Avenu	e Buddina	a Qld				Postcode	4575		
1	1.4	Phone		Mobile		Email					
				0419 658 528	3	jamessso	c@bigpond.net.au				
0	2.1	Resident/s									
2	Resi	dent 1 Full nam	ne/s Awhir	na Dalton-Edw	ards						
l	Phor	ne 0455	5420.	220 Email	awhinaaaedwa	ards@gma	ail.com				
Г	Resi	dent 2 Full nam		7.6				-			
H		Phone ALSS 470228 Email									
L			1200	12 Email							
	2.2	Address for se	ervice (if diff	erent from add	ress of the prem	ises in iterr	1.1). Attach a separate list				
2											
L	Name/trading name										
Г Г	Address										
L		Dhama				3		Postcode			
З Г	3.2	Phone		Mobile		Email	·				
		D									
			resentative	for notices If app	olicable. See clause 29)					
		e/trading name									
А Г	Addre	SS									
L								Postcode			
4	1.2	Phone		Vlobile		Email					
L	-										
		es may be give		m item 1, 2, 3 or	(
		Agent or mana			4 above)						
E		Yes 🖌 No					Facsimile Yes 🖌 No				
			-								
	2 1	Resident/s									
5.		Resident/s Yes 🔽 No 🗌	1								
5. Ei	mail	Yes 🗹 No					Facsimile Yes 🗹 No 🗌				
5. Ei 5.	mail	Yes 🖌 No 🗌	nt								
5. Ei 5. Ei	Email 5 .3 I Email	Yes 🖌 No 🗌 Provider's ager Yes 🖌 No 🗌	nt				Facsimile Yes 🗹 No 🗌				
5. Ei 5. Ei 5.	Email 5 .3 F Email 5 .4 F	Yes 🖌 No _ Provider's ager Yes 🖌 No _ Resident's repr	nt] esentative				Facsimile Yes 🗹 No 🗌				
5. El 5. El	: mail 5 .3 5 .4 5 .4 5	Yes 🖌 No Provider's ager Yes 🖌 No Resident's repr Yes 🖌 No	nt] esentative								

Item 7	7.1 The term of the agreement is 🖌 fixed term agreement 🗌 periodic agreement
	7.2 Starting on 02/05/22 7.3 Ending on 19/02/23
	Fixed term agreements only. For continuation of agreement, see clause 5
Item 8	Rent 189.00 per V week fortnight See clause 6(1)
Item	Breakdown of rent See clause 3(1e). Please break down amount of rent for each – in either percentage or dollar values.
9	Accommodation Other services See Item 15
	Food service (attach a list if necessary)
	Personal care service See clause 30
	N.B The manager/provider/agent acknowledges they do not receive any government funding on behalf of the resident for the services charged for in the breakdown above.
Item	Rent must be paid on the Monday day of each fortnight
10	Insert day. See clause 6(2) Insert week/fortnight
Item	Method of rent payment Insert the way the rent must be paid. See clause 6(3)
11	Direct credit or cash
	Details for direct credit
	Bank/building society/credit union Bank of Queensland
	BSB no. 1 2 4 0 7 2 Account name W & D Super 8 Pty Ltd
	Account no. 2 1 7 2 9 6 2 5 Payment reference Awhina
Item 12	Place of rent payment Insert where the rent must be paid. See clause 6(4) to 6(6)
	Bank of Queensland
Item 13	13.1 Can the rent be increased? Ves No
	13.2 How will the rent increase be calculated?
	\$5 increase
	13.3 When will the rent increase start?
	Starting on 06/11/22 See clause 8
Item 14	Rental bond amount \$ 756.00 See clause 11
Item	Services to be provided Attach list if necessary
15	Electricity, water, internet
Item 16	Utility services for which the resident must pay See clause 13 Excessive consumption of water and or electricity
Item 17	House rules have been provided to the resident/s Ves No See clause 16
Item	18.1 Number of persons allowed to reside in the room 1
18	18.2 Number of persons allowed to reside at the rental premises 4 See clause 17
	19.1 Pets approved Yes No See clause 18(1)
19	19.2 The types and number of pets that may be kept See clause 18(2)

18

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9.2 T	ne types	and	number	of	pets that	at may	/ be	kept	See clause	18(2)
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Part 2 Standard Terms

Division 1 Preliminary

1 Interpretation

In this agreement – (a) a reference to **the rental premie**r

- (a) a reference to *the rental premises* includes a reference to any inclusions for the rental premises stated in this agreement for item 6.1; 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 rooming accommodation agreement

- This part states, under the Residential Tenancies and Rooming Accommodation Act 2008 (the Act), section 73, the standard terms of a rooming accommodation agreement.
- (2) The Act also imposes duties on, and gives entitlements to, the provider and resident that are taken to be included as terms of this agreement.
- (3) The house rules for the rental premises are taken to be included as terms of this agreement.
- (4) The provider and resident may agree on other terms of this agreement (special terms).
- (5) A duty or entitlement under the Act overrides a standard term or special term if the term is inconsistent with the duty or entitlement.
- (6) 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 provider or the provider's agent enters the resident's room in contravention of the rules of entry under sections 257 to 262; or
- the resident does not sign and return the condition report to the provider or the provider's agent under section 81.

Division 2 Period of rooming accommodation agreement

3 Start of rooming accommodation agreement

- (1) Written agreement required s77 (4)
 - The agreement must-
 - (a) be written in a clear and precise way; and
 - (b) state the provider's name, address and any telephone number and the resident's name and any telephone number; and
 - (c) fully describe the services to be provided under the agreement; and
 - (d) state the amount of rent payable, when it is payable and how it must be paid; and
 - (e) state the components of the rent attributable to accommodation, a food service, a personal care service or another service; and
 - (f) state the amount of any rental bond payable; and
 - (g) for a fixed term agreement, state the term for which it applies; and
 - (h) be signed by the parties; and
 - (i) comply with any other requirement prescribed under a regulation.
- (2) This agreement starts on the day stated in this agreement for item 7.2.

4 Entry condition report – s 81

(4) This also applies only if a rental band is payable, as been been

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

(b) the day the resident 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 room when the rooming accommodation agreement started.

(5) After the copy of the condition report is returned to the provider by the resident, the provider must copy the condition report and return it to the resident within 14 days.

5 Continuation of fixed term agreement - s 82

- (1) This clause applies if -
 - (a) under this agreement, rooming accommodation is provided to the resident for a fixed term; and
 - (b) neither the provider nor the resident gives the other party a notice under chapter 5, part 2 ending the agreement or agrees in writing with the other party to end the agreement.
- (2) This agreement continues to apply after the last day of the term, as a periodic agreement, on the same terms on which it applied immediately before the last day of the term, other than the term about the fixed term.

Division 3 Rent

6 When, how and where rent must be paid - ss 98 and 100

- The resident must pay the rent stated in this agreement for item 8.
- (2) The rent must be paid at the times stated in this agreement for item 10.
- (3) The rent must be paid
 - (a) in the way stated in this agreement for item 11; or
 - (b) in the way agreed after the signing of this agreement by -
 - the provider or resident 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 11 or no way agreed after the signing of this agreement – in an approved way under section 98(4).

Note -

If the way rent is to be paid is another way agreed on by the provider and resident under section 98(4)(g), the provider or the provider's agent must comply with the obligations under section 99(2).

- (4) The rent must be paid at the place stated in this agreement for item 12.
- (5) However, if, after the signing of this agreement, the provider gives a notice to the resident 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 12 and there is no notice stating a place, the rent must be paid at an appropriate place.
 - Examples of an appropriate place -

• the provider's address for service

• the provider's agent's office.

7 Rent in advance - s 101

The provider may require the resident to pay rent in advance only if the payment is not more than 2 weeks rent. *Note* –

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Residential Tenancies and Rooming Accommodation Act 2008



8 Rent increases – s 105

- (1) If a provider proposes to increase the rent, the provider must give notice of the proposal to the resident.
- (2) The notice must state
 - (a) the amount of the increased rent; and
 - (b) the day, not earlier than 4 weeks after the day the notice is given, from which the increased rent is payable.
- (3) Also, if this agreement is for a fixed term, the rent may not be increased before the term ends unless –
 - (a) this agreement states for item 13.1 rent can be increased;
 and
 - (b) this agreement states for item 13.2 the amount of the increase or how the amount of the increase is to be worked out; and
 - (c) the increase is made in accordance with this agreement.
- (4) The resident is not required to pay the increase unless it is made in accordance with this clause.
- (5) Subclauses (1) to (4) do not apply if the parties amend this agreement to provide for another service to be provided by the provider to the resident and for an increase in the rent in payment of the service.

9 Rent decreases for matters including loss of amenity or service – s 106

- (1) This clause applies if -
 - (a) the resident's room or common areas become partly unfit to live in, or their amenity or standard substantially decreases, other than because of intentional or reckless damage caused by the resident or a guest of the resident; or
 - (b) a service provided to the resident under this agreement is no longer available or is withdrawn, or the standard of the service substantially decreases, other than because the resident has not met the resident's obligations under this agreement.
- (2) The rent payable under this agreement decreases by the amount, and from the time, agreed between the provider and the resident.
- (3) If the provider and the resident can not agree on the amount or time for the decrease, either of them may apply to a tribunal for an order decreasing the rent by a stated amount from a stated time.

10 Rent decreases because of resident's absence - s 107

- This clause applies if either of the following is not provided to the resident because of the resident's absence –
 - (a) a personal care service;
 - (b) a food service, but only if the resident is absent from the rental premises for a continuous period of more than 2 weeks.
- (2) The provider and the resident may agree to a reduction in rent for the period of the absence.
- (3) If the provider and the resident can not agree on a reduction in rent for the period of the absence, the resident may apply to a tribunal for an order decreasing the rent by a stated amount for the period.

Division 4 Rental bond

11 Rental bond required - ss 111 and 116

- If a rental bond is stated in this agreement for item 14, the resident must pay to the provider or the provider'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 resident signs this agreement.

There is a maximum bond that may be required unless your weekly rent is more than \$500. See section 146.

- (2) The provider or the provider'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 provider if the resident breaches this agreement.

Example -

The provider may claim against the bond if the resident does not leave the room in the required condition at the end of the rooming accommodation agreement.

Note -

For how to apply to the authority or a tribunal for the bond at the end of the rooming accommodation agreement, see sections 125 to 141. Delay in applying may mean that payment is made on another application for payment.

12 Increase in bond - s 154

- (1) The resident must increase the rental bond if -
 - (a) the rent increases and the provider gives notice to the resident 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 resident is given the notice.

Division 5 Outgoings

13 Charge for utility service - s 170

The resident must pay an amount for utility services supplied to the rental premises during this agreement if –

- (a) the service is stated in this agreement for item 16; and
 (b) the resident's room is individually metered for the utility service by a application application of the service by the
- service by an appliance approved by the supplying entity. Note –

Section 170(2)(b) limits the amount the resident must pay.

Division 6 Rights and obligations of provider and resident

14 Provider's obligations - ss 247 and 249

- (1) The provider has the following obligations -
 - (a) to ensure the provider is not in breach of a law dealing with issues about the health or safety of persons using or entering the resident's room or common areas;
 - (b) to take reasonable steps to ensure the resident -
 - always has access to the resident's room and to bathroom and toilet facilities; and
 - (ii) has reasonable access to any other common areas;
 - (c) to take reasonable steps to ensure the security of the resident's room and the resident's personal property in the room;
 - (d) to maintain the resident's room and common areas in a way that the room and areas remain fit for the resident to live in;
 - (e) to take reasonable steps to ensure the resident's room and common areas and facilities provided in the room and areas –
 - (i) are kept safe and in good repair; and
 - (ii) subject to any agreement with the resident about cleaning the resident's room or common and



- (f) not to unreasonably restrict the resident's guests in visiting the resident;
- (g) to ensure that the times during which the provider, or an agent of the provider, is available to be contacted by the resident are reasonable, having regard to all the circumstances including the services being provided to the resident under this agreement.
- (2) For subclause (1)(e)(ii), an agreement about cleaning common areas may be made only for a common area used by the resident and a minority of other residents of the provider. *Example for subclause (2)* –

Four residents have individual rooms opening out onto a living area which is available for use only by those residents. The provider and the 4 residents may agree that the cleaning of the living area is to be done by the 4 residents.

- (3) The provider must take reasonable steps to ensure the resident has quiet enjoyment of the resident's room and common areas.
- (4) The provider or the provider's agent must not interfere with the reasonable peace, comfort or privacy of the resident in using the resident's room and common areas.

15 Resident's obligations - s 253

- (1) The resident has the following obligations -
 - (a) to use the resident's room and common areas only or mainly as a place of residence;
 - (b) not to use the resident's room or common areas for an illegal purpose;
 - (c) not to interfere with, and to ensure the resident's guests do not interfere with, the reasonable peace, comfort or privacy of another resident or another resident's appropriate use of the other resident's room or common areas;
 - (d) to pay the rent when it falls due;
 - (e) not to keep an animal on the rental premises without the provider's permission;
 - (f) not to intentionally or recklessly damage or destroy, or allow the resident's guests to intentionally or recklessly damage or destroy, any part of the rental premises or a facility in the rental premises;
 - (g) to keep the resident's room and inclusions clean, having regard to their condition at the start of this agreement;
 - (h) to maintain the resident's room in a condition that does not give rise to a fire or health hazard;

Examples of a fire hazard -

1 allowing newspapers to build up in the resident's room 2 blocking access to the resident's room.

16 House rules - ss 266-276

- (1) The resident must comply with the house rules for the rental premises.
- (2) The provider must give the resident a copy of the house rules for the rental premises before entering into this agreement.
- (3) The provider or the provider's agent for the rental premises must ensure a copy of the house rules for the rental premises is displayed, at all times, at a place in the rental premises where it is likely to be seen by the residents.
- (4) At least 7 days before making any changes to the house rules for the rental premises, the provider must give a notice to the resident stating the following –
 - (a) proposed changes and the day the changes are to take effect;
 - (b) that the resident may object to the changes and how an objection may be made.
- (5) However, if this agreement starts less than 7 days before the proposed changes are to take effect, the provider need only give the notice mentioned in subclause (4) when this agreement starts.

17 Number of occupants allowed

- No more than the number of persons stated in this agreement for item 18.1 may reside in the room.
- (2) No more than the number of persons stated in this agreement for item 18.2 may reside at the rental premises.
- (3) However, more people may reside in the room or at the rental premises if the resident and the provider agree.

18 Pets

- (1) The resident may keep pets on the rental premises only if this agreement states for item 19.1 that pets are approved.
- (2) If this agreement states for item 19.1 that pets are approved and this agreement states for item 19.2 that only –
 (a) a particular base of path of the states for item 19.2 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.

19 Supply of locks and keys - s 250

- The provider must supply and maintain all locks necessary to ensure the resident's room is reasonably secure.
- (2) The provider must give the resident a key for each lock that secures an entry to the following –
 (a) the analysis is a secure of the secure
 - (a) the resident's room;
 - (b) a building or building within which the resident's room and common areas are situated.
- (3) The resident must not make a copy of the key without the provider's permission.
- (4) The resident must not tamper with a door lock in the rental premises.

20 Changing locks - s 251

- The resident may request the provider to change or repair a lock that secures entry to the resident's room if the resident reasonably believes there is the likelihood of –
 (a) rights the main the resident is the likelihood of –
 - (a) risk to the resident's safety; or
 - (b) theft of, or damage to, the resident's belongings.
- (2) The provider must not act unreasonably in failing to agree to change or repair the lock.

21 Fixtures or structural changes - ss 254-256

(1) The resident may attach a fixture, or make a structural change, to the rental premises only if the provider 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 provider's agreement must be written, describe the nature of the fixture or change and include any terms of this agreement. *Examples of terms –*
 - that the resident may remove the fixture
 - that the resident must repair damage caused when removing the fixture
 - that the provider must pay for the fixture if the resident can not remove it
- (3) If the provider does agree, the resident must comply with the terms of the provider's agreement.
- (4) The provider must not act unreasonably in failing to agree.
- (5) If the resident attaches a fixture, or makes a structural change, to the rental premises without the provider's agreement, the provider 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 rental premises for the provider's benefit (that is, treat it)



22 Provider's right to enter resident's room - ss 257-262

The provider or the provider's agent may enter the resident's room during this agreement only if the obligations under sections 257 to 262 have been complied with.

Division 7 When agreement ends

23 Ending of agreement - s 366

(1) This agreement ends only if -

- (a) the resident and the provider agree in writing; or
- (b) the provider gives a notice to leave the rental premises to the resident by a stated day and the resident leaves the rental premises; or
- (c) the provider or resident gives a notice to the other party terminating this agreement on a stated day; or
- (d) a tribunal makes an order terminating this agreement; or
- (e) the resident abandons the resident's room; or Note –

See section 509 for indications that a resident has abandoned their room.

- (f) after receiving a notice from a mortgagee under section 384, the resident vacates, or is removed from, the rental premises.
- (2) Also, if a sole resident dies, this agreement terminates in accordance with section 366(7) or (8).

24 Condition room must be left in - s 253(i)

At the end of this agreement, the resident must leave the resident's room and inclusions, as far as possible, in the same condition they were in at the start of this agreement, 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

25 Keys

At the end of this agreement, the resident must return to the provider all keys for the resident's room and the rental premises.

26 Goods or money left behind in rental premises - ss 392 and 393

- (1) The resident must take all of the resident's belongings from the rental premises at the end of this agreement.
- (2) The provider must not treat belongings left behind as the provider's own property, but must deal with them under sections 392 and 393.

Division 9 Miscellaneous

27 Supply of goods and services - s 176

- The provider or the provider's agent must not require the resident to buy goods or services from the provider or a person nominated by the provider or agent.
- (2) Subclause (1) does not apply to a requirement about a food service, personal care service or utility service.
 Note –

vote -

See section 176 for what is a utility service and schedule 2 of the Act for what is a food service and a personal care service.

28 Provider's agent

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

29 Notices

- (1) A notice under this agreement must be written and, if there is an approved form for the notice, in the approved form.
- (2) A notice from the resident to the provider may be given to the provider's agent.
- (3) A notice may be given to a party to this agreement, the provider's agent or a representative –
 - (a) by giving it to the party, agent or representative personally; or
 - (b) if an address for service for the party, agent or representative is stated in this agreement for item 1, 2, 3 or 4 – 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, agent or representative is stated in this agreement for item 1, 2, 3 or 4 and item 5 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, agent or representative is stated in this agreement for item 1, 2, 3 or 4 and item 5 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, the provider's agent or a representative 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, agent or representative by facsimile or email.
- (5) If no address for service is stated in this agreement for item 2 for the resident, the resident's address for service is taken to be the address of the rental premises.
- (6) A party, the provider's agent or a representative 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, the provider's agent or a representative, the address for service, facsimile number or email address stated in the notice is taken to be the party's, agent's or representative's address for service, facsimile number or email address stated in this agreement for item 1, 2, 3 or 4.
- (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.
- (9) In this clause representative means a person acting for the resident under section 525(1)(c).

30 Dictionary - Schedule 2

personal care service means a service of regularly providing a resident with—

- (a) help in—
 - (i) bathing, toileting or another activity related to personal hygiene; or
 - (ii) dressing or undressing; or
 - (iii) consuming a meal; or
 - (iv) meeting a mobility problem of the resident; or
 - (v) taking medication; or

(h) halp in managing the resident's financial affairs



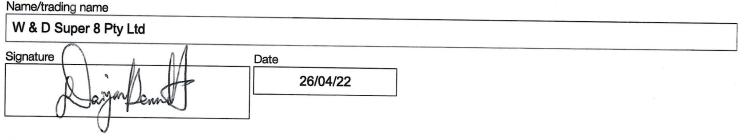
Part 3 Special terms

Insert any special terms here. See clause 2(4) to 2(6)

This agreement is signed in conjuction with the house rules and the resident agrees to live by the house rules.

The resident/s must receive a copy of any applicable by-laws if copies have not previously been given to the resident/s. **Do not send to the RTA—give this form to the resident/s, keep a copy for your records.**

Signature of the agent, manager/provider or provider's agent



Signature of resident 1

Indicate if acting on authority under Guardianship and Administration Act 2000 or Powers of Attorney Act 1998.

Print name

Awhina Dalton-Edwards

TUU

Signature

Date

26/04/22

Signature of resident 2

Indicate if acting on authority under Guardianship and Administration Act 2000 or Powers of Attorney Act 1998.

Print name

Signature

Date

Residential Tenancies and Booming Accommodation Act 2008



	ler uper 8 Pty Ltd		
Address			
34 Aroona Avenue, Buddina	a Old		Destanda
1.2 Phone	Mobile	Email	Postcode 4
	0419 658 528	jamesssc@bigpond.net.au	-
2.1 Resident/s		Jamessac@bigpond.net.au	
Resident 1 Full name/s Jamila	Rai	-	-
Phone 0451 598 020			
	Linai rungina	ngjamila@gmail.com	
Resident 2 Full name/s			
Phone	Email		
2.2 Address for service (if diff	erent from address of th	e premises in item 6.1). Attach a separate list	
3.1 Manager/provider's agent	If applicable. See clause 28		
Name/trading name W & D Su			
Address			
34 Aroona Avenue, Buddina	Qld		Postcode 457
	Mobile	Email	Posicode 457
	0419 658 528	jamesssc@bigpond.net.au	
			Postcode
4.2 Phone N	Nobile	Email	
Notices may be given to (Indicate if the email is different from	n item 1, 2 or 3 above)		
(Indicate if the email is different from 5.1 Agent or manager/provider			
(Indicate if the email is different from		Facsimile Yes 🗌 No 🖌	
(Indicate if the email is different from 5.1 Agent or manager/provider		Facsimile Yes 🗌 No 🖉	
(Indicate if the email is different from 5.1 Agent or manager/provider Email Yes / No			
(Indicate if the email is different from 5.1 Agent or manager/provider Email Yes <i>I</i> No 5.2 Resident/s		Facsimile Yes 🗌 No 🖉	
(Indicate if the email is different from 5.1 Agent or manager/provider Email Yes No 5.2 Resident/s Email Yes No		Facsimile Yes 🗌 No 🖉	
(Indicate if the email is different from 5.1 Agent or manager/provider Email Yes No 5.2 Resident/s Email Yes No 5.3 Provider's agent Email Yes No			
(Indicate if the email is different from 5.1 Agent or manager/provider Email Yes No 5.2 Resident/s Email Yes No 5.3 Provider's agent Email Yes No 5.4 Resident's representative		Facsimile Yes 🗌 No 🖌	
(Indicate if the email is different from 5.1 Agent or manager/provider Email Yes \[No \] 5.2 Resident/s Email Yes \[No \] 5.3 Provider's agent Email Yes \[No \] 5.4 Resident's representative Email Yes \[No \]		Facsimile Yes 🗌 No 🖉	
(Indicate if the email is different from 5.1 Agent or manager/provider Email Yes \[No \] 5.2 Resident/s Email Yes \[No \] 5.3 Provider's agent Email Yes \[No \] 5.4 Resident's representative Email Yes \[No \] 6.1 Address of the rental premis		Facsimile Yes 🗌 No 🖌	
(Indicate if the email is different from 5.1 Agent or manager/provider Email Yes No 5.2 Resident/s Email Yes No 5.3 Provider's agent Email Yes No 5.4 Resident's representative Email Yes No 6.1 Address of the rental premis Room no. C	585	Facsimile Yes No 🖌 Facsimile Yes No 🖌 Facsimile Yes No 🖌	
(Indicate if the email is different from 5.1 Agent or manager/provider Email Yes No 5.2 Resident/s Email Yes No 5.3 Provider's agent Email Yes No 5.4 Resident's representative Email Yes No 6.1 Address of the rental premis Room no. C 57/7 Varsityv	ses view Court, Sippy Down	Facsimile Yes No 🖌 Facsimile Yes No 🖌 Facsimile Yes No 🖌	Postcode 4556

Level 23, 179 Turbot Street | GPO Box 390 Brisbane Q 4001 | t 1300 366 311 | rta.qld.gov.au

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idential Tenancies and Rooming Accommodation Act 2008	Trta residentiai tenancies authority
m. 7.1 The term of the agreement is V fixed term agreement periodic agreement	
7.2 Starting on 01/02/22 7.3 Ending on 01/08/22 Exect term agreements only. For contrulation of agreement, see clause 5	
Rent \$ 189.00 per V week fortnight See clause 6(1)	
Breakdown of rent Accommodation \$ 189.00 Food services \$ N/A	
Personal care service \$ N/A	
Rent must be paid on the Monday day of each fortnight	
Method of rent payment Insert the way the rent must be paid. See clause 6(3) Direct transfer or cash deposit	
Details for direct credit	
Bank/building society/credit union Bank of Queensland	
BSB no. 1 2 4 0 8 1 Account name W & D Super 8 Pty Ltd	
Account no. 2 1 7 2 9 6 2 5 Payment reference 57C Jamila	
	and a second
Place of rent payment Insert where the rent must be paid. See clause 6(4) to 6(6) Bank of Queensland	
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Part 2 Standard Terms Division 1 Preliminary

1 Interpretation

In this agreement -

- (a) a reference to the rental premises includes a reference to any inclusions for the rental premises stated in this agreement for item 6.2; 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 rooming accommodation agreement

- This part states, under the Residential Tenancies and Rooming Accommodation Act 2008 (the Act), section 73, the standard terms of a rooming accommodation agreement.
- (2) The Act also imposes duties on, and gives entitlements to, the provider and resident that are taken to be included as terms of this agreement.
- (3) The house rules for the rental premises are taken to be included as terms of this agreement.
- (4) The provider and resident may agree on other terms of this agreement (special terms).
- (5) A duty or entitlement under the Act overrides a standard term or special term if the term is inconsistent with the duty or entitlement.
- (6) 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 provider or the provider's agent enters the resident's room in contravention of the rules of entry under sections 257 to 262; or
- the resident does not sign and return the condition report to the provider or the provider's agent under section 81.

Division 2 Period of rooming accommodation agreement

3 Start of rooming accommodation agreement

This agreement starts on the day stated in this agreement for item 7.2.

4 Entry condition report – s 81

- This clause applies only if a rental bond is payable, or has been paid, under this agreement.
- (2) The provider must prepare, in the approved form, sign and give the resident 1 copy of a condition report for the room.
- (3) The copy must be given to the resident on or before the day the resident occupies the room under this agreement.
- (4) The resident must mark the copy of the report to show any parts the resident disagrees with, and sign and return the copy to the provider not later than 3 days after the later of the following days –
 - (a) the day the resident is entitled to occupy the room;

(b) the day the resident 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 room when the rooming accommodation agreement started.

(5) After the copy of the condition report is returned to the provider by the resident, the provider must copy the condition report and return it to the resident within 14 days.

5 Continuation of fixed term agreement - s 82

- (1) This clause applies if -
 - (a) under this agreement, rooming accommodation is provided to the resident for a fixed term; and
 - (b) neither the provider nor the resident gives the other party a notice under chapter 5, part 2 ending the agreement or agrees in writing with the other party to end the agreement.
- (2) This agreement continues to apply after the last day of the term, as a periodic agreement, on the same terms on which it applied immediately before the last day of the term, other than the term about the fixed term.

Division 3 Rent

- 6 When, how and where rent must be paid - ss 98 and 100
- (1) The resident must pay the rent stated in this agreement for item 8.
- (2) The rent must be paid at the times stated in this agreement for item 10.
- (3) The rent must be paid -
 - (a) in the way stated in this agreement for item 11; or
 - (b) in the way agreed after the signing of this agreement by –
 (i) the provider or resident 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 11 or no way agreed after the signing of this agreement – in an approved way under section 98(4).

Note --

If the way rent is to be paid is another way agreed on by the provider and resident under section 98(4)(g), the provider or the provider's agent must comply with the obligations under section 99(2).

- (4) The rent must be paid at the place stated in this agreement for item 12.
- (5) However, if, after the signing of this agreement, the provider gives a notice to the resident 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 12 and there is no notice stating a place, the rent must be paid at an appropriate place.

Examples of an appropriate place -

- the provider's address for service
- the provider's agent's office.

7 Rent in advance - s 101

The provider may require the resident to pay rent in advance only if the payment is not more than 2 weeks rent. *Note* –

Under section 101(2), the provider or the provider's agent must not require a payment of rent under this agreement in a period for which rent has already been paid.

8 Rent increases - s 105

- (1) If a provider proposes to increase the rent, the provider must give notice of the proposal to the resident.
- (2) The notice must state -
 - (a) the amount of the increased rent; and
 - (b) the day, not earlier than 4 weeks after the day the notice is given, from which the increased rent is payable.
- (3) Also, if this agreement is for a fixed term, the rent may not be increased before the term ends unless –
 - (a) this agreement states for item 13.1 rent can be increased; and
 - (b) this agreement states for item 13.2 the amount of the increase or how the amount of the increase is to be worked out; and
 - (c) the increase is made in accordance with this agreement.



- (4) The resident is not required to pay the increase unless it is made in accordance with this clause.
- (5) Subclauses (1) to (4) do not apply if the parties amend this agreement to provide for another service to be provided by the provider to the resident and for an increase in the rent in payment of the service.

9 Rent decreases for matters including loss of amenity or service – s 106

- (1) This clause applies if -
 - (a) the resident's room or common areas become partly unfit to live in, or their amenity or standard substantially decreases, other than because of intentional or reckless damage caused by the resident or a guest of the resident; or
 - (b) a service provided to the resident under this agreement is no longer available or is withdrawn, or the standard of the service substantially decreases, other than because the resident has not met the resident's obligations under this agreement.
- (2) The rent payable under this agreement decreases by the amount, and from the time, agreed between the provider and the resident.
- (3) If the provider and the resident can not agree on the amount or time for the decrease, either of them may apply to a tribunal for an order decreasing the rent by a stated amount from a stated time.

10 Rent decreases because of resident's absence - s 107

- This clause applies if either of the following is not provided to the resident because of the resident's absence –
 - (a) a personal care service;
 - (b) a food service, but only if the resident is absent from the rental premises for a continuous period of more than 2 weeks.
- (2) The provider and the resident may agree to a reduction in rent for the period of the absence.
- (3) If the provider and the resident can not agree on a reduction in rent for the period of the absence, the resident may apply to a tribunal for an order decreasing the rent by a stated amount for the period.

Division 4 Rental bond

11 Rental bond required - ss 111 and 116

- If a rental bond is stated in this agreement for item 14, the resident must pay to the provider or the provider'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 resident signs this agreement. Note -

There is a maximum bond that may be required unless your weekly rent is more than \$500. See section 146.

- (2) The provider or the provider'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 provider if the resident breaches this agreement.

Example –

The provider may claim against the bond if the resident does not leave the room in the required condition at the end of the rooming accommodation agreement.

Note -

For how to apply to the authority or a tribunal for the bond at the end of the rooming accommodation agreement, see sections 125 to 141. Delay in applying may mean that payment is made on another application for payment.

12 Increase in bond - s 154

- (1) The resident must increase the rental bond if -
 - (a) the rent increases and the provider gives notice to the resident 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 resident is given the notice.

Division 5 Outgoings

13 Charge for utility service - s 170

The resident must pay an amount for utility services supplied to the rental premises during this agreement if -

- (a) the service is stated in this agreement for item 16; and
- (b) the resident's room is individually metered for the utility service by an appliance approved by the supplying entity. Note –

Section 170(2)(b) limits the amount the resident must pay.

Division 6 Rights and obligations of provider and resident

14 Provider's obligations - ss 247 and 249

- (1) The provider has the following obligations -
 - (a) to ensure the provider is not in breach of a law dealing with issues about the health or safety of persons using or entering the resident's room or common areas;
 - (b) to take reasonable steps to ensure the resident –
 (i) always has access to the resident's room and to bathroom and toilet facilities; and
 - (ii) has reasonable access to any other common areas;
 - (c) to take reasonable steps to ensure the security of the resident's room and the resident's personal property in the room;
 - (d) to maintain the resident's room and common areas in a way that the room and areas remain fit for the resident to live in;
 - (e) to take reasonable steps to ensure the resident's room and common areas and facilities provided in the room and areas –
 - (i) are kept safe and in good repair; and
 - subject to any agreement with the resident about cleaning the resident's room or common areas or facilities – are kept clean;
 - (f) not to unreasonably restrict the resident's guests in visiting the resident;
 - (g) to ensure that the times during which the provider, or an agent of the provider, is available to be contacted by the resident are reasonable, having regard to all the circumstances including the services being provided to the resident under this agreement.
- (2) For subclause (1)(e)(ii), an agreement about cleaning common areas may be made only for a common area used by the resident and a minority of other residents of the provider. *Example for subclause (2)* –

Four residents have individual rooms opening out onto a living area which is available for use only by those residents. The provider and the 4 residents may agree that the cleaning of the living area is to be done by the 4 residents.

- (3) The provider must take reasonable steps to ensure the resident has quiet enjoyment of the resident's room and common areas.
- (4) The provider or the provider's agent must not interfere with the reasonable peace, comfort or privacy of the resident in using the resident's room and common areas.

15 Resident's obligations - s 253

- (1) The resident has the following obligations -
 - (a) to use the resident's room and common areas only or mainly as a place of residence;
 - (b) not to use the resident's room or common areas for an illegal purpose;
 - (c) not to interfere with, and to ensure the resident's guests do not interfere with, the reasonable peace, comfort or privacy of another resident or another resident's appropriate use of the other resident's room or common areas;
 - (d) to pay the rent when it falls due;
 - (e) not to keep an animal on the rental premises without the provider's permission;
 - (f) not to intentionally or recklessly damage or destroy, or allow the resident's guests to intentionally or recklessly damage or destroy, any part of the rental premises or a facility in the rental premises;
 - (g) to keep the resident's room and inclusions clean, having regard to their condition at the start of this agreement;
 - (h) to maintain the resident's room in a condition that does not give rise to a fire or health hazard;

Examples of a fire hazard -

- 1 allowing newspapers to build up in the resident's room
- 2 blocking access to the resident's room.

16 House rules - ss 266-276

- The resident must comply with the house rules for the rental premises.
- (2) The provider must give the resident a copy of the house rules for the rental premises before entering into this agreement.
- (3) The provider or the provider's agent for the rental premises must ensure a copy of the house rules for the rental premises is displayed, at all times, at a place in the rental premises where it is likely to be seen by the residents.
- (4) At least 7 days before making any changes to the house rules for the rental premises, the provider must give a notice to the resident stating the following –
 - (a) proposed changes and the day the changes are to take effect;
 - (b) that the resident may object to the changes and how an objection may be made.
- (5) However, if this agreement starts less than 7 days before the proposed changes are to take effect, the provider need only give the notice mentioned in subclause (4) when this agreement starts.

17 Number of occupants allowed

- (1) No more than the number of persons stated in this agreement for item 18.1 may reside in the room.
- (2) No more than the number of persons stated in this agreement for item 18.2 may reside at the rental premises.
- (3) However, more people may reside in the room or at the rental premises if the resident and the provider agree.

18 Pets

- (1) The resident may keep pets on the rental premises only if this agreement states for item 19.1 that pets are approved.
- (2) If this agreement states for item 19.1 that pets are approved and this agreement states for item 19.2 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.

19 Supply of locks and keys - s 250

- The provider must supply and maintain all locks necessary to ensure the resident's room is reasonably secure.
- (2) The provider must give the resident a key for each lock that secures an entry to the following -
 - (a) the resident's room;
 - (b) a building or building within which the resident's room and common areas are situated.
- (3) The resident must not make a copy of the key without the provider's permission.
- (4) The resident must not tamper with a door lock in the rental premises.

20 Changing locks – s 251

- The resident may request the provider to change or repair a lock that secures entry to the resident's room if the resident reasonably believes there is the likelihood of –

 (a) risk to the resident's safety; or
 - (b) theft of, or damage to, the resident's belongings.
- (2) The provider must not act unreasonably in failing to agree to change or repair the lock.

21 Fixtures or structural changes - ss 254-256

 The resident may attach a fixture, or make a structural change, to the rental premises only if the provider agrees to the fixture's attachment or the structural change.

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 provider's agreement must be written, describe the nature of the fixture or change and include any terms of this agreement. *Examples of terms* –
 - that the resident may remove the fixture
 - that the resident must repair damage caused when removing the fixture
 - that the provider must pay for the fixture if the resident can not remove it
- (3) If the provider does agree, the resident must comply with the terms of the provider's agreement.
- (4) The provider must not act unreasonably in failing to agree.
- (5) If the resident attaches a fixture, or makes a structural change, to the rental premises without the provider's agreement, the provider 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 rental premises for the provider's benefit (that is, treat it as belonging to the provider, without having to pay the resident for it).

22 Provider's right to enter resident's room - ss 257-262

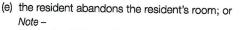
The provider or the provider's agent may enter the resident's room during this agreement only if the obligations under sections 257 to 262 have been complied with.

Division 7 When agreement ends

23 Ending of agreement - s 366

- (1) This agreement ends only if -
 - (a) the resident and the provider agree in writing; or
 - (b) the provider gives a notice to leave the rental premises to the resident by a stated day and the resident leaves the rental premises; or
 - (c) the provider or resident gives a notice to the other party terminating this agreement on a stated day; or
 - (d) a tribunal makes an order terminating this agreement; or





See section 509 for indications that a resident has abandoned their room.

- (f) after receiving a notice from a mortgagee under section 384, the resident vacates, or is removed from, the rental premises.
- (2) Also, if a sole resident dies, this agreement terminates in accordance with section 366(7) or (8).

24 Condition room must be left in - s 253(i)

At the end of this agreement, the resident must leave the resident's room and inclusions, as far as possible, in the same condition they were in at the start of this agreement, 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

25 Keys

At the end of this agreement, the resident must return to the provider all keys for the resident's room and the rental premises.

26 Goods or money left behind in rental premises - ss 392 and 393

- (1) The resident must take all of the resident's belongings from the rental premises at the end of this agreement.
- (2) The provider must not treat belongings left behind as the provider's own property, but must deal with them under sections 392 and 393.

Division 9 Miscellaneous

27 Supply of goods and services – s 176

- The provider or the provider's agent must not require the resident to buy goods or services from the provider or a person nominated by the provider or agent.
- (2) Subclause (1) does not apply to a requirement about a food service, personal care service or utility service. *Note* –

See section 176 for what is a utility service and schedule 2 of the Act for what is a food service and a personal care service.

28 Provider's agent

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

29 Notices

- A notice under this agreement must be written and, if there is an approved form for the notice, in the approved form.
- (2) A notice from the resident to the provider may be given to the provider's agent.
- A notice may be given to a party to this agreement, the provider's agent or a representative –
 - (a) by giving it to the party, agent or representative personally; or
 - (b) if an address for service for the party, agent or representative is stated in this agreement for item 1, 2, 3 or 4 – 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, agent or representative is stated in this agreement for item 1, 2, 3 or 4 and item 5 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, agent or representative is stated in this agreement for item 1, 2, 3 or 4 and item 5 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, the provider's agent or a representative 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, agent or representative by facsimile or email.
- (5) If no address for service is stated in this agreement for item 2 for the resident, the resident's address for service is taken to be the address of the rental premises.
- (6) A party, the provider's agent or a representative 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, the provider's agent or a representative, the address for service, facsimile number or email address stated in the notice is taken to be the party's, agent's or representative's address for service, facsimile number or email address stated in this agreement for item 1, 2, 3 or 4.
- (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.

(9) In this clause -

representative means a person acting for the resident under section 525(1)(c).

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Part 3 Special terms

Insert any special terms here. See clause 2(4) to 2(6)

This agreement is signed in conjunction with the house rules (as per Residents Book) and the resident agrees to live by

The resident/s must receive a copy of any applicable by-laws if copies have not previously been given to the resident/s. Do not send to the RTA-give this form to the resident/s, keep a copy for your records.

Signature of the agent, manager/provider or provider's agent

Name/trading name W & D Super 8 Pty Ltd Signature 202 Date 2

Signature of resident 1 Indicate if acting on authority under Guardianship and Administration Act 2000 or Powers of Attorney Act 1998.

Print name

Jamila Rai

Signature

Date 13/11/202

Signature of resident 2

Indicate if acting on authority under Guardianship and Administration Act 2000 or Powers of Attorney Act 1998.

Print name

Signature

Level 23, 179 Turbot Street | GPO Box 390 Brisbane Q 4001 | t 1300 366 311 | rta.qld.gov.au

Date

RENTAL PROPERTY SCHEDULE

July to June

Rental Details

Tax File No.	844 336 357		
Legal Entity	W & D Super 8 Pty Lt	d (ACN 610 512 135)atf the Warren & Daiyan Bennett Superann	uation Fund
Location of Property	U76/7-15 Varsityv	iew Court, Sippy Downs Q 4556	
Gross Rent & Other Income	35,893	less rent reversal per bank statement o	n 2/7/21=(\$1.150)
Expenditure		total rent 2022	=\$34,743.27 🗸
• Advertising for tenants	\$0.00	Internet	\$839.88
Body Corporate Levy	\$6,458.72	Land Tax	\$0.00
Borrowing expenses	\$0.00	Legal fees	\$0.00
Cleaning	\$0.00	Pest Control	\$0.00
Council Rates	\$2,387.78	Property Agent Fees and commission	\$0.00
Capital Allowances	\$0.00	Repairs and maintenance/Capital work dedns	\$268.00
Gardening	\$0.00	RTA	\$0.00
Insurance	\$732.78	Stationery. Telephone and postage	\$0.00
Interest on Loans	\$0.00	Water Charges	\$1,834.43
		Sundry rentall expenses	\$0.00
		Refund of Payment	\$0.00
Total Expenditure	12,522		

GROSS RENT LESS TOTAL EXPENSES BEFORE DEPRECIATION

\$23,372

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Part	1 F	Rooming a	ccom	nodat	tion d	etails						
ltem	1.1	Address of the	rental pr	emises								
1	Roor	m no. 76A	7-15 Va	ristyviev	w Court							
	Sippy Down QLD Postcode 455									4556		
		Image: Type of rooming accommodation (tick ✓ if applicable) Image: Level 2 Image: Level 3 Image: Level 2 Image: Level 3 Image: Level 3 Image: Level 3										
	1.3	Agent or mana	ger/provi	der								
	Nam	Name/trading name W & D SUPER 8 PTY LTD A.C.N. 610 512 135 TRUSTEE UNDER INSTRUMENT 718720229										
	Address											
	C/- S	Sunshine Coa	st Prope	ty Rent	als, Off	ice 106 Nicklir	Way, Wai	rana Qld		Postcode	4556	
	1.4	Phone		Mobile			Email					
	(07) 5493 7069					pm5@su	nshinecoas	stpropertyrenta	ls.com		
Item	2.1	Resident/s										
2	Resi	dent 1 Full nam	e/s Ma	k Herem	aia							
	Phor	ne 0484 330 7	'84		Email	maxheremai	a@gmail.c	om				
	Resi	dent 2 Full nam	e/s			1						
	Phor	ne			Email							
	2.2	Address for se	rvice (if c	lifferent	from ad	dress of the pre	emises in it	em 1.1). Attac	h a separate list			
Item		Manager/provi	der's age	nt If applica	able. See cl	ause 28						
3	Nam	Name/trading name KMJ Investments Pty Ltd atf MC Investments Trust T/as Sunshine Coast Property Rentals Group										
		Address										
	Suit	e 2, 14-20 Aer	odrome	Road, M	arooch	ydore QLD				Postcode	4558	
		Phone		Mobile			Email					
	<u> </u>) 5493 7069					info@sur	nshinecoas	tpropertyrenta	s.com		
Item		-		/e for no	tices If a	pplicable. See clause	29					
4		e/trading name	N/A									
	Addre	ess								Postcode		
		Dhama		N.4 - 1-11 -			F			POSICOUE		
	4.2	Phone		Mobile			Email					
		es may be give ate if the email i		from iter	n 1, 2, 3	or 4 above)						
	5.1	Agent or mana	- <u> </u>					7				
	Email	Yes 🗸 No	pm5	@sunsh	inecoas	stpropertyrent	als.com	Facsimile	Yes 🗌 No 🗸			
	5.2	Resident/s						7				
	Email	Yes 🗸 No	maxł	eremai	a@gma	il.com		Facsimile	Yes 🗌 No 🗸			
		Provider's age						٦				
		Yes 🗌 No						Facsimile	Yes 🗌 No 🗸			
		Resident's rep		/e]]	
		Yes No						Facsimile				
Item		•				·	ousehold goods	let with the prem	nises. Attach list if nece	ssary.		
6	Rete	r to Entry Cor	Idition R	eport &	mvento	"" /MA_	_					
							/					

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ltem 7	7.1 The term of the agreement is intermagreement is intermagreement intermagreement intermagneement intermagneemen
	7.2 Starting on 13 / 01 / 2022 7.3 Ending on 11 / 01 / 2023 IIII
ltem 8	Fixed term agreements only. For continuation of agreement, see clause 5 Rent \$ 189.00 per \$ fortnight See clause 6(1)
Item 9	Breakdown of rent See clause 3(1e). Please break down amount of rent for each – in either percentage or dollar values. Accommodation Food service Personal care services See clause 30 N.B The manager/provider/agent acknowledges they do not receive any government funding on behalf of the resident for the services charged for in the breakdown above.
Item 10	Rent must be paid on the Insert day. See clause 6(2) day of each Insert week/fortnight
Item	Method of rent payment Insert the way the rent must be paid. See clause 6(3)
11	Bank Cheque, Money Order & Direct Deposit
	Details for direct credit
	Bank/building society/credit union Westpac
	BSB no. 0 3 4 6 7 6 Account name Sunshine Coast Property Rentals
	Account no. 3 7 7 7 2 7 Payment reference R1146
Item	Place of rent payment Insert where the rent must be paid. See clause 6(4) to 6(6)
12	Westpac bank
Item 13	13.1 Can the rent be increased?
15	13.2 How will the rent increase be calculated?
	13.3 When will the rent increase start?
	Starting on See clause 8
Item 14	Rental bond amount \$ 756.00 See clause 11
ltem 15	Services to be provided Attach list if necessary
15	Internet, Electricity, Local Phone Calls & Water
ltem 16	Utility services for which the resident must pay See clause 13 N/A
ltem 17	House rules have been provided to the resident/s Ves No See clause 16
ltem 18	18.1 Number of persons allowed to reside in the room
10	18.2 Number of persons allowed to reside at the rental premises 5 See clause 17
ltem 19	19.1 Pets approved ☐ Yes ☑ No See clause 18(1)
-13	19.2 The types and number of pets that may be kept See clause 18(2)
	Type Not Permitted Number Type Not Permitted Number

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Part 2 Standard Terms Division 1 Preliminary

1 Interpretation

In this agreement -

- a reference to the *rental premises* includes a reference to any inclusions for the rental premises stated in this agreement for item 6.1; 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 rooming accommodation agreement
- This part states, under the *Residential Tenancies and Rooming* Accommodation Act 2008 (the Act), section 73, the standard terms of a rooming accommodation agreement.
- (2) The Act also imposes duties on, and gives entitlements to, the provider and resident that are taken to be included as terms of this agreement.
- (3) The house rules for the rental premises are taken to be included as terms of this agreement.
- (4) The provider and resident may agree on other terms of this agreement (*special terms*).
- (5) A duty or entitlement under the Act overrides a standard term or special term if the term is inconsistent with the duty or entitlement.
- (6) 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 - $% \left({\left[{{{\rm{Act}}} \right]_{\rm{Act}}} \right)_{\rm{Act}}} \right)$

- the provider or the provider's agent enters the resident's room in contravention of the rules of entry under sections 257 to 262; or
- the resident does not sign and return the condition report to the provider or the provider's agent under section 81.

Division 2 Period of rooming accommodation agreement

- <u>3 Start of rooming accommodation agreement</u>
 (1) Written agreement required s77 (4) The agreement must—

 (a) be written in a clear and precise way; and
 (b) state the provider's name, address and any telephone number and the resident's name and any telephone number; and
 - (c) fully describe the services to be provided under the agreement; and
 - (d) state the amount of rent payable, when it is payable and how it must be paid; and
 - (e) state the components of the rent attributable to accommodation, a food service, a personal care service or another service; and
 - (f) state the amount of any rental bond payable; and
 - (g) for a fixed term agreement, state the term for which it applies; and
 - (h) be signed by the parties; and
 - (i) comply with any other requirement prescribed under a regulation.
- (2) This agreement starts on the day stated in this agreement for item 7.2.

4 Entry condition report – s 81

(1) This clause applies only if a rental bond is payable, or has been paid, under this agreement.

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

(a) the day the resident is entitled to occupy the room;
(b) the day the resident 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 room when the rooming accommodation agreement started.

(5) After the copy of the condition report is returned to the provider by the resident, the provider must copy the condition report and return it to the resident within 14 days.

5 Continuation of fixed term agreement – s 82

- (1) This clause applies if -
 - (a) under this agreement, rooming accommodation is provided to the resident for a fixed term; and
 - (b) neither the provider nor the resident gives the other party a notice under chapter 5, part 2 ending the agreement or agrees in writing with the other party to end the agreement.
- (2) This agreement continues to apply after the last day of the term, as a periodic agreement, on the same terms on which it applied immediately before the last day of the term, other than the term about the fixed term.

Division 3 Rent

6 When, how and where rent must be paid – ss 98 and 100

- The resident must pay the rent stated in this agreement for item 8.
- (2) The rent must be paid at the times stated in this agreement for item 10.
- (3) The rent must be paid -
 - (a) in the way stated in this agreement for item 11; or
 - (b) in the way agreed after the signing of this agreement by (i) the provider or resident 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 11 or no way agreed after the signing of this agreement - in an approved way under section 98(4).

Note-

If the way rent is to be paid is another way agreed on by the provider and resident under section 98(4)(g), the provider or the provider's agent must comply with the obligations under section 99(2).

- (4) The rent must be paid at the place stated in this agreement for item 12.
- (5) However, if, after the signing of this agreement, the provider gives a notice to the resident 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 12 and there is no notice stating a place, the rent must be paid at an appropriate place.
 - Examples of an appropriate place
 - the provider's address for service
 - the provider's agent's office.

7 Rent in advance – s 101

The provider may require the resident to pay rent in advance only if the payment is not more than 2 weeks rent. *Note* -

Under section 101(2), the provider or the provider's agent must not require a payment of rent under this agreement in a period for which rent has already been paid.

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8 Rent increases – s 105

- (1) If a provider proposes to increase the rent, the provider must give notice of the proposal to the resident.
- (2) The notice must state -
 - (a) the amount of the increased rent; and
 - (b) the day, not earlier than 4 weeks after the day the notice is given, from which the increased rent is payable.
- (3) Also, if this agreement is for a fixed term, the rent may not be increased before the term ends unless -
 - (a) this agreement states for item 13.1 rent can be increased; and
 - (b) this agreement states for item 13.2 the amount of the increase or how the amount of the increase is to be worked out; and
 - (c) the increase is made in accordance with this agreement.
- (4) The resident is not required to pay the increase unless it is made in accordance with this clause.
- (5) Subclauses (1) to (4) do not apply if the parties amend this agreement to provide for another service to be provided by the provider to the resident and for an increase in the rent in payment of the service.

9 Rent decreases for matters including loss of amenity or service – s 106

- (1) This clause applies if -
 - (a) the resident's room or common areas become partly unfit to live in, or their amenity or standard substantially decreases, other than because of intentional or reckless damage caused by the resident or a guest of the resident; or
 - (b) a service provided to the resident under this agreement is no longer available or is withdrawn, or the standard of the service substantially decreases, other than because the resident has not met the resident's obligations under this agreement.
- (2) The rent payable under this agreement decreases by the amount, and from the time, agreed between the provider and the resident.
- (3) If the provider and the resident can not agree on the amount or time for the decrease, either of them may apply to a tribunal for an order decreasing the rent by a stated amount from a stated time.
- 10 Rent decreases because of resident's absence - s 107
- (1) This clause applies if either of the following is not provided to the resident because of the resident's absence -
 - (a) a personal care service;
 - (b) a food service, but only if the resident is absent from the rental premises for a continuous period of more than 2 weeks.
- (2) The provider and the resident may agree to a reduction in rent for the period of the absence.
- (3) If the provider and the resident can not agree on a reduction in rent for the period of the absence, the resident may apply to a tribunal for an order decreasing the rent by a stated amount for the period.

Division 4 Rental bond

- 11 Rental bond required ss 111 and 116
- (1) If a rental bond is stated in this agreement for item 14, the resident must pay to the provider or the provider'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 resident signs this agreement. *Note* -

There is a maximum bond that may be required unless your weekly rent is more than \$500. See section 146.

- The provider or the provider'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 provider if the resident breaches this agreement. *Example-*

The provider may claim against the bond if the resident does not leave the room in the required condition at the end of the rooming accommodation agreement.

Note-

For how to apply to the authority or a tribunal for the bond at the end of the rooming accommodation agreement, see sections 125 to 141. Delay in applying may mean that payment is made on another application for payment.

12 Increase in bond – s 154

- (1) The resident must increase the rental bond if -
 - (a) the rent increases and the provider gives notice to the resident 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 resident is given the notice.

Division 5 Outgoings

13 Charge for utility service – s 170

The resident must pay an amount for utility services supplied to the rental premises during this agreement if -

- (a) the service is stated in this agreement for item 16; and
- (b) the resident's room is individually metered for the utility service by an appliance approved by the supplying entity. *Note-*

Section 170(2)(b) limits the amount the resident must pay.

Division 6 Rights and obligations of provider and resident

Provider's obligations – ss 247 and 249
The provider has the following obligations -
 to ensure the provider is not in breach of a law dealing with issues about the health or safety of persons using or entering the resident's room or common areas;
 (b) to take reasonable steps to ensure the resident - (i) always has access to the resident's room and to bathroom and toilet facilities; and (ii) has reasonable access to any other common areas;
 (c) to take reasonable steps to ensure the security of the resident's room and the resident's personal property in the room;
 (d) to maintain the resident's room and common areas in a way that the room and areas remain fit for the resident to live in;
 (e) to take reasonable steps to ensure the resident's room and common areas and facilities provided in the room and areas - (i) are kept safe and in good repair; and

- are kept safe and in good repair; and
 subject to any agreement with the res
 - subject to any agreement with the resident about cleaning the resident's room or common areas or facilities are kept clean;



- (f) not to unreasonably restrict the resident's guests in visiting the resident;
- (g) to ensure that the times during which the provider, or an agent of the provider, is available to be contacted by the resident are reasonable, having regard to all the circumstances including the services being provided to the resident under this agreement.
- (2) For subclause (1)(e)(ii), an agreement about cleaning common areas may be made only for a common area used by the resident and a minority of other residents of the provider. *Example for subclause (2)*-Four residents have individual rooms opening out onto a living area which is available for use only by those residents. The provider and the 4 residents may agree that the cleaning of the living area is to be done
- by the 4 residents.(3) The provider must take reasonable steps to ensure the resident has quiet enjoyment of the resident's room and common areas.
- (4) The provider or the provider's agent must not interfere with the reasonable peace, comfort or privacy of the resident in using the resident's room and common areas.

15 Resident's obligations – s 253

- (1) The resident has the following obligations -
 - (a) to use the resident's room and common areas only or mainly as a place of residence;
 - (b) not to use the resident's room or common areas for an illegal purpose;
 - (c) not to interfere with, and to ensure the resident's guests do not interfere with, the reasonable peace, comfort or privacy of another resident or another resident's appropriate use of the other resident's room or common areas;
 - (d) to pay the rent when it falls due;
 - (e) not to keep an animal on the rental premises without the provider's permission;
 - (f) not to intentionally or recklessly damage or destroy, or allow the resident's guests to intentionally or recklessly damage or destroy, any part of the rental premises or a facility in the rental premises;
 - (g) to keep the resident's room and inclusions clean, having regard to their condition at the start of this agreement;
 - (h) to maintain the resident's room in a condition that does not give rise to a fire or health hazard;

Examples of a fire hazard-

1 allowing newspapers to build up in the resident's room 2 blocking access to the resident's room.

- <u>16 House rules ss 266–276</u>
- (1) The resident must comply with the house rules for the rental premises.
- (2) The provider must give the resident a copy of the house rules for the rental premises before entering into this agreement.
- (3) The provider or the provider's agent for the rental premises must ensure a copy of the house rules for the rental premises is displayed, at all times, at a place in the rental premises where it is likely to be seen by the residents.
- (4) At least 7 days before making any changes to the house rules for the rental premises, the provider must give a notice to the resident stating the following -
 - (a) proposed changes and the day the changes are to take effect;
 - (b) that the resident may object to the changes and how an objection may be made.
- (5) However, if this agreement starts less than 7 days before the proposed changes are to take effect, the provider need only give the notice mentioned in subclause (4) when this agreement starts.

- 17 Number of occupants allowed
- (1) No more than the number of persons stated in this agreement for item 18.1 may reside in the room.
- (2) No more than the number of persons stated in this agreement for item 18.2 may reside at the rental premises.
- (3) However, more people may reside in the room or at the rental premises if the resident and the provider agree.

18 Pets

- (1) The resident may keep pets on the rental premises only if this agreement states for item 19.1 that pets are approved.
- (2) If this agreement states for item 19.1 that pets are approved and this agreement states for item 19.2 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.

19 Supply of locks and keys – s 250

- (1) The provider must supply and maintain all locks necessary to ensure the resident's room is reasonably secure.
- (2) The provider must give the resident a key for each lock that secures an entry to the following -
 - (a) the resident's room;
 - (b) a building or building within which the resident's room and common areas are situated.
- (3) The resident must not make a copy of the key without the provider's permission.
- (4) The resident must not tamper with a door lock in the rental premises.
- 20 Changing locks s 251
- (1) The resident may request the provider to change or repair a lock that secures entry to the resident's room if the resident reasonably believes there is the likelihood of -
 - (a) risk to the resident's safety; or
 - (b) theft of, or damage to, the resident's belongings.
- (2) The provider must not act unreasonably in failing to agree to change or repair the lock.
- 21 Fixtures or structural changes ss 254–256
- (1) The resident may attach a fixture, or make a structural change, to the rental premises only if the provider agrees to the fixture's attachment or the structural change. *Nate-*

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 provider's agreement must be written, describe the nature of the fixture or change and include any terms of this agreement. *Examples of terms*-
 - that the resident may remove the fixture
 - that the resident must repair damage caused when removing the fixture
 - that the provider must pay for the fixture if the resident can not remove it
- (3) If the provider does agree, the resident must comply with the terms of the provider's agreement.
- (4) The provider must not act unreasonably in failing to agree.
- (5) If the resident attaches a fixture, or makes a structural change, to the rental premises without the provider's agreement, the provider 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 rental premises for the provider's benefit (that is, treat it as belonging to the provider, without having to pay the resident for it).



22 Provider's right to enter resident's room - ss 257-262

The provider or the provider's agent may enter the resident's room during this agreement only if the obligations under sections 257 to 262 have been complied with.

Division 7 When agreement ends

23 Ending of agreement – s 366

- (1) This agreement ends only if -
 - (a) the resident and the provider agree in writing; or
 - (b) the provider gives a notice to leave the rental premises to the resident by a stated day and the resident leaves the rental premises; or
 - (c) the provider or resident gives a notice to the other party terminating this agreement on a stated day; or
 - (d) a tribunal makes an order terminating this agreement; or
 (e) the resident abandons the resident's room; or
 - *Note-*See section 509 for indications that a resident has abandoned their room.
 - (f) after receiving a notice from a mortgagee under section 384, the resident vacates, or is removed from, the rental premises.
- (2) Also, if a sole resident dies, this agreement terminates in accordance with section 366(7) or (8).

24 Condition room must be left in - s 253(i)

At the end of this agreement, the resident must leave the resident's room and inclusions, as far as possible, in the same condition they were in at the start of this agreement, fair wear and tear excepted.

Examples of what may be fair wear and tear-

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

25 Keys

At the end of this agreement, the resident must return to the provider all keys for the resident's room and the rental premises.

- 26 Goods or money left behind in rental premises - ss 392 and 393
- (1) The resident must take all of the resident's belongings from the rental premises at the end of this agreement.
- (2) The provider must not treat belongings left behind as the provider's own property, but must deal with them under sections 392 and 393.

Division 9 Miscellaneous

27 Supply of goods and services – s 176

- (1) The provider or the provider's agent must not require the resident to buy goods or services from the provider or a person nominated by the provider or agent.
- Subclause (1) does not apply to a requirement about a food service, personal care service or utility service.
 Note- See section 176 for what is a utility service and schedule 2 of the Act for what is a food service and a personal care service.

28 Provider's agent

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

29 Notices

- (1) A notice under this agreement must be written and, if there is an approved form for the notice, in the approved form.
- (2) A notice from the resident to the provider may be given to the provider's agent.
- (3) A notice may be given to a party to this agreement, the provider's agent or a representative -
 - (a) by giving it to the party, agent or representative personally; or
 - (b) if an address for service for the party, agent or representative is stated in this agreement for item 1, 2, 3 or 4 - 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, agent or representative is stated in this agreement for item 1, 2, 3 or 4 and item 5 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, agent or representative is stated in this agreement for item 1, 2, 3 or 4 and item 5 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, the provider's agent or a representative 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, agent or representative by facsimile or email.
- (5) If no address for service is stated in this agreement for item 2 for the resident, the resident's address for service is taken to be the address of the rental premises.
- (6) A party, the provider's agent or a representative 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.
- On the giving of a notice of a new address for service, facsimile number or email address for a party, the provider's agent or a representative, the address for service, facsimile number or email address stated in the notice is taken to be the party's, agent's or representative's address for service, facsimile number or email address stated in this agreement for item 1, 2, 3 or 4.
- (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
 - (d) a notice sent by email is taken to have been received by the recipient when the email enters the recipient's email server.
- (9) In this clause -

representative means a person acting for the resident under section 525(1)(c).

30 Dictionary – Schedule 2

personal care service means a service of regularly providing a resident with—

- (a) help in—
 - (i) bathing, toileting or another activity related to personal hygiene; or
 - (ii) dressing or undressing; or
 - (iii) consuming a meal; or
 - (iv) meeting a mobility problem of the resident; or
 - (v) taking medication; or
- (b) help in managing the resident's financial affairs.

Part 3 Special terms

Insert any special terms here. See clause 2(4) to 2(6)





The resident/s must receive a copy of any applicable by-laws if copies have not previously been given to the resident/s. Do not send to the RTA—give this form to the resident/s, keep a copy for your records.

Signature of the agent, manager/provider or provider's agent

Name/trading name

KMJ Investments Pty Ltd Atf MC Investments Trust T/as Sunshine Coast Property Rentals Group

Signature

Lişa Kirkham

Date Dec 06/2021

Signature of resident 1

Indicate if acting on authority under Guardianship and Administration Act 2000 or Powers of Attorney Act 1998.

Print name

Max Heremaia

Signature



Dec 05 2021

Signature of resident 2

Indicate if acting on authority under Guardianship and Administration Act 2000 or Powers of Attorney Act 1998.

Print name	
Signature	Date
	/ /

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Residential Tenancies and Rooming Accommodation Act 2008

	1 Rooming accor		tion details								
Item 1	1.1 Address of the rental premises Room no. 76B 7-15 Varistyview Court										
	Sippy Down QLD	varistyviev	wcoun			Postcode	4550				
							4556				
	1.2 Type of rooming according Level 1	Level		commodation							
	1.3 Agent or manager/provider										
	Name/trading name W & D SUPER 8 PTY LTD A.C.N. 610 512 135 TRUSTEE UNDER INSTRUMENT 718720229										
	Address C/- Sunshine Coast Property Rentals, Office 106 Nicklin Way, Warana Qld Postcode 4										
			als, Office 106 Nick	-	arana Qid	Postcode	4556				
	1.4 Phone	Mobile		Email							
	(07) 5493 7069			pm5@st	unshinecoastpropertyrenta	IS.COM					
ltem 2	2.1 Resident/s										
2	Resident 1 Full name/s	Benjamin	Michael Winkless								
	Phone 0475 063 915		Email ben_winkle	ess@hotmai	il.com						
	Resident 2 Full name/s										
	Phone		Email								
	2.2 Address for service (if different f	from address of the	oremises in i	tem 1.1). Attach a separate list						
Item	3.1 Manager/provider's a				tem Trij. Allacit a separate list						
3				estments Tru	ust T/as Sunshine Coast Prop	erty Rentals	Group				
	Address	mvestmen					Croup				
	106 Nicklin Way, Waran	a OLD				Postcode	4575				
	3.2 Phone	Mobile				4373					
	(07) 5493 7069			Email	n@sunshinecoastproperty	rentals com					
14		ative for no	tions is an tack to be a la	-							
Item 4	4.1 Resident's represent Name/trading name N/A		GICES If applicable. See cla	use 29							
	Address					Postcode					
		NA - I- 11 -		F		TOSICOUE					
	4.2 Phone	Mobile		Email							
5	Notices may be given to (Indicate if the email is different from item 1, 2, 3 or 4 above) 5.1 Agent or manager/provider										
	Email Yes 🗸 No 🗌 pn	n5@sunshi	inecoastpropertyre	ntals.com	Facsimile Yes 🗌 No 🗸						
	5.2 Resident/s										
	Email Yes 🗸 No 🗌 be	n_winkles	s@hotmail.com		Facsimile Yes 🗌 No 🗸						
	5.3 Provider's agent										
	Email Yes 🗌 No 🗸										
	5.4 Resident's represent										
	Email Yes 🗌 No 🗸				Facsimile Yes 🗌 No 🗸						
Item	6.1 Inclusions provided	Insert inclusions,	, for example, furniture or oth	er household good	Is let with the premises. Attach list if neces	ssary.					
6	Refer to Entry Condition	n Report &	Inventory			BW	© 0				

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Residential Tenancies and Rooming Accommodation Act 2008

Item	7.1 The term of the agreement is fixed term agreement periodic agreement						
	7.2 Starting on 14 / 08 / 2021 7.3 Ending on 11 / 02 / 2022						
Itom	Fixed term agreements only. For continuation of agreement, see clause 5						
Item 8	Rent195.00perweekfortnightSee clause 6(1)						
Item	Breakdown of rent See clause 3(1e). Please break down amount of rent for each – in either percentage or dollar values.						
9	9 Accommodation \$ 189.00 Other services (attach a list if necessary) \$6.00 - Uncovered Car Space						
	Food service \$ Personal care service \$						
	See clause 30 Image: See clause 30 N.B The manager/provider/agent acknowledges they do not receive any government funding on behalf of the resident for the services charged						
	for in the breakdown above.						
Item 10	Rent must be paid on the Monday day of each						
Item	Insert day. See clause 6(2) Insert week/fortnight Method of rent payment Insert the way the rent must be paid. See clause 6(3)						
11	Bank Cheque, Money Order & Direct Deposit						
	Details for direct credit						
	Bank/building society/credit union Westpac						
	BSB no. 0 3 4 6 7 6 Account name Sunshine Coast Property Rentals						
	Account no. 3 7 7 7 2 7 Payment reference R147						
Item	Place of rent payment Insert where the rent must be paid. See clause 6(4) to 6(6)						
12	Westpac bank						
Item	13.1 Can the rent be increased?						
13	13.2 How will the rent increase be calculated?						
	13.3 When will the rent increase start?						
	Starting on / / / See clause 8						
ltem 14	Rental bond amount \$ 780.00 See clause 11						
Item	Services to be provided Attach list if necessary						
15	Internet, Electricity, Local Phone Calls & Water						
Item	Utility services for which the resident must pay See clause 13						
16	N/A						
Item 17	House rules have been provided to the resident/s Ves No See clause 16						
ltem 18	18.1 Number of persons allowed to reside in the room						
10	18.2 Number of persons allowed to reside at the rental premises 4 See clause 17						
ltem 19	19.1 Pets approved Yes Vo See clause 18(1)						
13	19.2 The types and number of pets that may be kept See clause 18(2)						
	Type Not Permitted Number Type Not Permitted Number						

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Part 2 Standard Terms **Division 1 Preliminary**

Interpretation 1

- In this agreement
 - a reference to the rental premises includes a reference (a) to any inclusions for the rental premises stated in this agreement for item 6.2; 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
 - a reference to a numbered clause is a reference to the (d) clause of this agreement with that number.
- 2 Terms of a rooming accommodation agreement
- (1) This part states, under the Residential Tenancies and Rooming Accommodation Act 2008 (the Act), section 73, the standard terms of a rooming accommodation agreement.
- (2) The Act also imposes duties on, and gives entitlements to, the provider and resident that are taken to be included as terms of this agreement.
- The house rules for the rental premises are taken to be included (3) as terms of this agreement.
- The provider and resident may agree on other terms of this (4)agreement (special terms).
- A duty or entitlement under the Act overrides a standard term (5)or special term if the term is inconsistent with the duty or entitlement.
- A standard term overrides a special term if they are inconsistent. (6) Note -

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

- the provider or the provider's agent enters the resident's room in contravention of the rules of entry under sections 257 to 262; or
- the resident does not sign and return the condition report to the provider or the provider's agent under section 81.

Division 2 Period of rooming accommodation agreement

- Start of rooming accommodation agreement 3
- (1)Written agreement required s77 (4)
- The agreement must-
 - (a) be written in a clear and precise way; and
 - state the provider's name, address and any telephone (b)
 - number and the resident's name and any telephone number; and
 - fully describe the services to be provided under the (C) agreement; and
 - (d) state the amount of rent payable, when it is payable and how it must be paid; and
 - (e) state the components of the rent attributable to accommodation, a food service, a personal care service or another service; and
 - state the amount of any rental bond payable; and (f)
 - (g) for a fixed term agreement, state the term for which it applies; and
 - be signed by the parties; and (h)
 - (i) comply with any other requirement prescribed under a regulation.
- This agreement starts on the day stated in this agreement for (2) item 7.2.

Entry condition report – s 81

(1)This clause applies only if a rental bond is payable, or has been paid, under this agreement.

- (2) The provider must prepare, in the approved form, sign and give the resident 1 copy of a condition report for the room.
- (3) The copy must be given to the resident on or before the day the resident occupies the room under this agreement.
- The resident must mark the copy of the report to show any (4) parts the resident disagrees with, and sign and return the copy to the provider not later than 3 days after the later of the following days -

the day the resident is entitled to occupy the room; (a) (b) the day the resident 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 room when the rooming accommodation agreement started.

- (5) After the copy of the condition report is returned to the provider by the resident, the provider must copy the condition report and return it to the resident within 14 days.
- Continuation of fixed term agreement s 82 5
- (1) This clause applies if
 - under this agreement, rooming accommodation is provided (a) to the resident for a fixed term; and
 - neither the provider nor the resident gives the other party (b) a notice under chapter 5, part 2 ending the agreement or agrees in writing with the other party to end the agreement.
- (2) This agreement continues to apply after the last day of the term, as a periodic agreement, on the same terms on which it applied immediately before the last day of the term, other than the term about the fixed term.

Division 3 Rent

- When, how and where rent must be paid 6 - ss 98 and 100
- (1)The resident must pay the rent stated in this agreement for item 8.
- (2) The rent must be paid at the times stated in this agreement for item 10.
- (3)The rent must be paid
 - in the way stated in this agreement for item 11; or (a)
 - in the way agreed after the signing of this agreement by -(b) the provider or resident giving the other party a notice (i)
 - proposing the way; and
 - (ii) the other party agreeing to the proposal in writing; or
 - if there is no way stated in this agreement for item 11 or (c) no way agreed after the signing of this agreement - in an approved way under section 98(4).

Note

If the way rent is to be paid is another way agreed on by the provider and resident under section 98(4)(g), the provider or the provider's agent must comply with the obligations under section 99(2).

- (4) The rent must be paid at the place stated in this agreement for item 12.
- (5) However, if, after the signing of this agreement, the provider gives a notice to the resident stating a different place for payment and the place is reasonable, the rent must be paid at the place while the notice is in force.
- If no place is stated in this agreement for item 12 and there (6) is no notice stating a place, the rent must be paid at an appropriate place.
 - Examples of an appropriate place -
 - the provider's address for service the provider's agent's office.
- 7 Rent in advance – s 101

The provider may require the resident to pay rent in advance only if the payment is not more than 2 weeks rent. Note -

Under section 101(2), the provider or the provider's agent must not require a payment of rent under this agreement in a period for which rent has already been paid.

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Residential Tenancies and Rooming Accommodation Act 2008



8 Rent increases – s 105

- (1) If a provider proposes to increase the rent, the provider must give notice of the proposal to the resident.
- (2) The notice must state -
 - (a) the amount of the increased rent; and
 - (b) the day, not earlier than 4 weeks after the day the notice is given, from which the increased rent is payable.
- (3) Also, if this agreement is for a fixed term, the rent may not be increased before the term ends unless -
 - (a) this agreement states for item 13.1 rent can be increased; and
 - (b) this agreement states for item 13.2 the amount of the increase or how the amount of the increase is to be worked out; and
 - (c) the increase is made in accordance with this agreement.
- (4) The resident is not required to pay the increase unless it is made in accordance with this clause.
- (5) Subclauses (1) to (4) do not apply if the parties amend this agreement to provide for another service to be provided by the provider to the resident and for an increase in the rent in payment of the service.
- 9 Rent decreases for matters including loss of amenity or service s 106
- (1) This clause applies if -
 - (a) the resident's room or common areas become partly unfit to live in, or their amenity or standard substantially decreases, other than because of intentional or reckless damage caused by the resident or a guest of the resident; or
 - (b) a service provided to the resident under this agreement is no longer available or is withdrawn, or the standard of the service substantially decreases, other than because the resident has not met the resident's obligations under this agreement.
- (2) The rent payable under this agreement decreases by the amount, and from the time, agreed between the provider and the resident.
- (3) If the provider and the resident can not agree on the amount or time for the decrease, either of them may apply to a tribunal for an order decreasing the rent by a stated amount from a stated time.
- 10 Rent decreases because of resident's absence - s 107
- (1) This clause applies if either of the following is not provided to the resident because of the resident's absence -
 - (a) a personal care service;
 - (b) a food service, but only if the resident is absent from the rental premises for a continuous period of more than 2 weeks.
- (2) The provider and the resident may agree to a reduction in rent for the period of the absence.
- (3) If the provider and the resident can not agree on a reduction in rent for the period of the absence, the resident may apply to a tribunal for an order decreasing the rent by a stated amount for the period.

Division 4 Rental bond

- 11 Rental bond required ss 111 and 116
- (1) If a rental bond is stated in this agreement for item 14, the resident must pay to the provider or the provider'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 resident signs this agreement. Note -

There is a maximum bond that may be required unless your weekly rent is more than \$500. See section 146.

- The provider or the provider'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 provider if the resident breaches this agreement. Example -

The provider may claim against the bond if the resident does not leave the room in the required condition at the end of the rooming accommodation agreement.

Note -

For how to apply to the authority or a tribunal for the bond at the end of the rooming accommodation agreement, see sections 125 to 141. Delay in applying may mean that payment is made on another application for payment.

12 Increase in bond – s 154

- (1) The resident must increase the rental bond if -
 - (a) the rent increases and the provider gives notice to the resident 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 resident is given the notice.

Division 5 Outgoings

13 Charge for utility service – s 170

The resident must pay an amount for utility services supplied to the rental premises during this agreement if -

- (a) the service is stated in this agreement for item 16; and
- (b) the resident's room is individually metered for the utility service by an appliance approved by the supplying entity. Note -

Section 170(2)(b) limits the amount the resident must pay.

Division 6 Rights and obligations of provider and resident

14	Provider's obligations – ss 247 and 249					
(1)	The	The provider has the following obligations -				
	(a) to ensure the provider is not in breach of a law dealing					
	with issues about the health or safety of persons using or					
	entering the resident's room or common areas;					
	(b) to take reasonable steps to ensure the resident -					
		 always has access to the resident's room and to 				
		bathroom and toilet facilities; and				
		(ii) has reasonable access to any other common areas;				
	(c) to take reasonable steps to ensure the security of the					
		resident's room and the resident's personal property in the				
		room;				
	(d)	to maintain the resident's room and common areas in a way				
		that the room and areas remain fit for the resident to live in;				
	(e)	to take reasonable steps to ensure the resident's room				
		and common areas and facilities provided in the room				
	and areas -					

- (i) are kept safe and in good repair; and
- (ii) subject to any agreement with the resident about cleaning the resident's room or common areas or facilities are kept clean;

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- (f) not to unreasonably restrict the resident's guests in visiting the resident;
- (g) to ensure that the times during which the provider, or an agent of the provider, is available to be contacted by the resident are reasonable, having regard to all the circumstances including the services being provided to the resident under this agreement.
- (2) For subclause (1)(e)(ii), an agreement about cleaning common areas may be made only for a common area used by the resident and a minority of other residents of the provider. Example for subclause (2) -Four residents have individual rooms opening out onto a living area which is available for use only by those residents. The provider and the 4 residents may agree that the cleaning of the living area is to be done by the 4 residents.
- (3) The provider must take reasonable steps to ensure the resident has quiet enjoyment of the resident's room and common areas.
- (4) The provider or the provider's agent must not interfere with the reasonable peace, comfort or privacy of the resident in using the resident's room and common areas.

15 Resident's obligations – s 253

- (1) The resident has the following obligations -
 - (a) to use the resident's room and common areas only or mainly as a place of residence;
 - (b) not to use the resident's room or common areas for an illegal purpose;
 - (c) not to interfere with, and to ensure the resident's guests do not interfere with, the reasonable peace, comfort or privacy of another resident or another resident's appropriate use of the other resident's room or common areas;
 - (d) to pay the rent when it falls due;
 - (e) not to keep an animal on the rental premises without the provider's permission;
 - (f) not to intentionally or recklessly damage or destroy, or allow the resident's guests to intentionally or recklessly damage or destroy, any part of the rental premises or a facility in the rental premises;
 - (g) to keep the resident's room and inclusions clean, having regard to their condition at the start of this agreement;
 - (h) to maintain the resident's room in a condition that does not give rise to a fire or health hazard;

Examples of a fire hazard -

1 allowing newspapers to build up in the resident's room 2 blocking access to the resident's room.

- <u>16 House rules ss 266–276</u>
- (1) The resident must comply with the house rules for the rental premises.
- (2) The provider must give the resident a copy of the house rules for the rental premises before entering into this agreement.
- (3) The provider or the provider's agent for the rental premises must ensure a copy of the house rules for the rental premises is displayed, at all times, at a place in the rental premises where it is likely to be seen by the residents.
- (4) At least 7 days before making any changes to the house rules for the rental premises, the provider must give a notice to the resident stating the following -
 - (a) proposed changes and the day the changes are to take effect;
 - (b) that the resident may object to the changes and how an objection may be made.
- (5) However, if this agreement starts less than 7 days before the proposed changes are to take effect, the provider need only give the notice mentioned in subclause (4) when this agreement starts.

- 17 Number of occupants allowed
- (1) No more than the number of persons stated in this agreement for item 18.1 may reside in the room.
- (2) No more than the number of persons stated in this agreement for item 18.2 may reside at the rental premises.
- (3) However, more people may reside in the room or at the rental premises if the resident and the provider agree.

18 Pets

- (1) The resident may keep pets on the rental premises only if this agreement states for item 19.1 that pets are approved.
- (2) If this agreement states for item 19.1 that pets are approved and this agreement states for item 19.2 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.

19 Supply of locks and keys – s 250

- (1) The provider must supply and maintain all locks necessary to ensure the resident's room is reasonably secure.
- (2) The provider must give the resident a key for each lock that secures an entry to the following -
 - (a) the resident's room;
 - (b) a building or building within which the resident's room and common areas are situated.
- (3) The resident must not make a copy of the key without the provider's permission.
- (4) The resident must not tamper with a door lock in the rental premises.
- 20 Changing locks s 251
- The resident may request the provider to change or repair a lock that secures entry to the resident's room if the resident reasonably believes there is the likelihood of (a) rick to the resident's confict.
 - (a) risk to the resident's safety, or
 - (b) theft of, or damage to, the resident's belongings.
- (2) The provider must not act unreasonably in failing to agree to change or repair the lock.
- 21 Fixtures or structural changes ss 254–256
- The resident may attach a fixture, or make a structural change, to the rental premises only if the provider 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 provider's agreement must be written, describe the nature of the fixture or change and include any terms of this agreement. Examples of terms -
 - that the resident may remove the fixture
 - that the resident must repair damage caused when removing the fixture
 - that the provider must pay for the fixture if the resident can not remove it
- (3) If the provider does agree, the resident must comply with the terms of the provider's agreement.
- (4) The provider must not act unreasonably in failing to agree.
- (5) If the resident attaches a fixture, or makes a structural change, to the rental premises without the provider's agreement, the provider 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 rental premises for the provider's benefit (that is, treat it as belonging to the provider, without having to pay the resident for it).

KL)



22 Provider's right to enter resident's room - ss 257-262

> The provider or the provider's agent may enter the resident's room during this agreement only if the obligations under sections 257 to 262 have been complied with.

Division 7 When agreement ends

23 Ending of agreement – s 366

- (1)This agreement ends only if
 - the resident and the provider agree in writing; or (a)
 - the provider gives a notice to leave the rental premises to the (b) resident by a stated day and the resident leaves the rental premises; or
 - (c) the provider or resident gives a notice to the other party terminating this agreement on a stated day; or
 - (d) a tribunal makes an order terminating this agreement; or
 - (e) the resident abandons the resident's room; or Note -See section 509 for indications that a resident has abandoned their room.
 - after receiving a notice from a mortgagee under section (f) 384, the resident vacates, or is removed from, the rental premises.
- (2) Also, if a sole resident dies, this agreement terminates in accordance with section 366(7) or (8).
- 24 Condition room must be left in – s 253(i)

At the end of this agreement, the resident must leave the resident's room and inclusions, as far as possible, in the same condition they were in at the start of this agreement, 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

25 Keys

At the end of this agreement, the resident must return to the provider all keys for the resident's room and the rental premises.

- Goods or money left behind in rental premises 26 - ss 392 and 393
- The resident must take all of the resident's belongings from the (1)rental premises at the end of this agreement.
- The provider must not treat belongings left behind as the (2) provider's own property, but must deal with them under sections 392 and 393.

Division 9 Miscellaneous

- Supply of goods and services s 176
- The provider or the provider's agent must not require the (1) resident to buy goods or services from the provider or a person nominated by the provider or agent.
- (2) Subclause (1) does not apply to a requirement about a food service, personal care service or utility service. Note -See section 176 for what is a utility service and schedule 2 of the Act for what is a food service and a personal care service.
- 28 Provider's agent
- The name and address for service of the provider's agent is (1)stated in this agreement for item 3. (2)
 - Unless a special term provides otherwise, the agent may
 - stand in the provider's place in any application to a tribunal (a) by the provider or the resident; or
 - do any thing else the provider may do, or is required to do, (b) under this agreement.

- 29 **Notices**
- (1) A notice under this agreement must be written and, if there is an approved form for the notice, in the approved form.
- (2) A notice from the resident to the provider may be given to the provider's agent.
- (3) A notice may be given to a party to this agreement, the provider's agent or a representative
 - by giving it to the party, agent or representative personally; or (a)
 - if an address for service for the party, agent or representative (b) is stated in this agreement for item 1, 2, 3 or 4 - by leaving it at the address, sending it by prepaid post as a letter to the address; or
 - if a facsimile number for the party, agent or representative (c) is stated in this agreement for item 1, 2, 3 or 4 and item 5 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
 - if an email address for the party, agent or representative (d) is stated in this agreement for item 1, 2, 3 or 4 and item 5 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, the provider's agent or a representative 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, agent or representative by facsimile or email.
- (5) If no address for service is stated in this agreement for item 2 for the resident, the resident's address for service is taken to be the address of the rental premises.
- A party, the provider's agent or a representative may change his (6) 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, the provider's agent or a representative, the address for service, facsimile number or email address stated in the notice is taken to be the party's, agent's or representative's address for service, facsimile number or email address stated in this agreement for item 1, 2, 3 or 4.
- (8) Unless the contrary is proved
 - a notice left at an address for service is taken to have been (a) received by the party to whom the address relates when the notice was left at the address; and
 - a notice sent by post is taken to have been received by the (b) person to whom it was addressed when it would have been delivered in the ordinary course of post; and
 - a notice sent by facsimile is taken to have been received at (c) 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.
- (9) In this clause -

representative means a person acting for the resident under section 525(1)(c).

30 Dictionary – Schedule 2

personal care service means a service of regularly providing a resident with-

- (a) help in
 - bathing, toileting or another activity related to personal (i) hygiene; or
 - dressing or undressing; or (ii)
 - consuming a meal; or (iii)
 - meeting a mobility problem of the resident; or (iv)
 - (v) taking medication; or
- **R[])** (b) help in managing the resident's financial affairs.

Part 3 Special terms

Insert any special terms here. See clause 2(4) to 2(6)

The resident/s must receive a copy of any applicable by-laws if copies have not previously been given to the resident/s. **Do not send to the RTA—give this form to the resident/s, keep a copy for your records.**

Signature of the agent, manager/provider or provider's agent

Name/trading name

KMJ Investments Pty Ltd Atf MC Investments Trust T/as Sunshine Coast Property Rentals Group

Signature

Georgia Brownlie

Date Jul/07 2/021

Signature of resident 1

Indicate if acting on authority under Guardianship and Administration Act 2000 or Powers of Attorney Act 1998.

Print name

Benjamin Michael Winkless

Signature

B winkless

Date Jul 07 20/21

Signature of resident 2

Indicate if acting on authority under Guardianship and Administration Act 2000 or Powers of Attorney Act 1998.

Print name			
Signature			
	Date / /		
		BU)	

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Residential Tenancies and Rooming Accommodation Act 2008

Part Item	1 Rooming accommo							
1	Room no. 76C 7-15 Varistyview Court							
	Sippy Down QLD			Postcode 4556				
	.2 Type of rooming accommodation Level 1 Level 2 Level 3 Student accommodation							
	1.3 Agent or manager/provider	I.3 Agent or manager/provider						
	Name/trading name W & D SU	JPER 8 PTY LTD A.C.N. 610	512 135 TRUSTEE UNDER INSTRUM	ENT 718720229				
	Address]				
	C/- Sunshine Coast Property		Way, Warana Qld	Postcode 4556				
		obile	Email					
	(07) 5493 7069		pm5@sunshinecoastpropertyrentals	.com				
Item	2.1 Resident/s]				
2		gawati Neupane						
	Phone 0420 733 192	Email bhagawatineu	upane18@gmail.com					
	Resident 2 Full name/s							
	Phone	Email						
		arent from address of the pre	mises in item 1.1). Attach a separate list					
ltem	3.1 Manager/provider's agent	-	inises in item 1.1). Attach a separate list					
3			ments Trust T/as Sunshine Coast Proper	ty Rentals Group				
	Address							
	106 Nicklin Way, Warana QLE	ר ר		Postcode 4575				
	-		Email	4575				
	(07) 5493 7069		reception@sunshinecoastpropertyre	ntals.com				
ltem		for notices If applicable. See clause						
4	Name/trading name N/A							
	Address							
				Postcode				
	4.2 Phone Mo	obile	Email					
ltem 5	 Notices may be given to (Indicate if the email is different from item 1, 2, 3 or 4 above) 5.1 Agent or manager/provider 							
	Email Yes 🗸 No 🗌 pm5@s	unshinecoastpropertyrenta	als.com Facsimile Yes No 🗸					
	5.2 Resident/s							
	Email Yes 🗸 No 🗌		Facsimile Yes 🗌 No 🗸					
	5.3 Provider's agent]				
381	Email Yes 🗌 No 🗸							
<i>)</i> v	5.4 Resident's representative							
	Email Yes No 🗸		Facsimile Yes No 🗸					
Item	•	pusehold goods let with the premises. Attach list if necessa	iry.					
6	Refer to Entry Condition Repo	ort & Inventory						

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Residential Tenancies and Rooming Accommodation Act 2008

Item 7	7.1 The term of the agreement is 🗸 fixed term agreement
	7.2 Starting on 14 / 12 / 2021 7.3 Ending on 20 / 06 / 2022
Item 8	Fixed term agreements only. For continuation of agreement, see clause 5 Rent 189.00 per week fortnight See clause 6(1)
ltem 9	Breakdown of rent See clause 3(1e). Please break down amount of rent for each – in either percentage or dollar values. Accommodation \$ 189.00 Other services (attach a list if necessary) Food service \$ Other services (attach a list if necessary)
	Personal care service See clause 30
	N.B The manager/provider/agent acknowledges they do not receive any government funding on behalf of the resident for the services charged for in the breakdown above.
Item 10	Rent must be paid on the Wednesday day of each Week Insert day. See clause 6(2) Insert week/fortnight
ltem 11	Method of rent payment Insert the way the rent must be paid. See clause 6(3)
	Bank Cheque, Money Order & Direct Deposit
	Details for direct credit Bank/building society/credit union Westpac
	BSB no. 0 3 4 6 7 6 Account name Sunshine Coast Property Rentals
	Account no. 3 7 7 2 7 Payment reference R148
ltem	Place of rent payment Insert where the rent must be paid. See clause 6(4) to 6(6)
12	Westpac bank
Item 13	13.1 Can the rent be increased? ☐ Yes ✓ No 13.2 How will the rent increase be calculated?
	13.3 When will the rent increase start?
	Starting on / / / See clause 8
Item 14	Rental bond amount \$ 756.00 See clause 11
Item	Services to be provided Attach list if necessary
15	Internet, Electricity & Water
Item 16	Utility services for which the resident must pay See clause 13 N/A
ltem 17	House rules have been provided to the resident/s Ves No See clause 16
ltem 18	18.1 Number of persons allowed to reside in the room
	18.2 Number of persons allowed to reside at the rental premises 5 See clause 17
ltem 19	19.1 Pets approved Yes Vo See clause 18(1)
n 1	19.2 The types and number of pets that may be kept See Clause 18(2) Type Not Permitted Number Type Type Not Permitted
КN	

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Part 2 Standard Terms Division 1 Preliminary

1 Interpretation

In this agreement -

- a reference to the *rental premises* includes a reference to any inclusions for the rental premises stated in this agreement for item 6.2; and
- (b) a reference to a numbered section is a reference to the section in the Act with that number; and
- a reference to a numbered item is a reference to the item with that number in part 1; and
- (d) a reference to a numbered clause is a reference to the clause of this agreement with that number.
- 2 Terms of a rooming accommodation agreement
- This part states, under the *Residential Tenancies and Rooming* Accommodation Act 2008 (the Act), section 73, the standard terms of a rooming accommodation agreement.
- (2) The Act also imposes duties on, and gives entitlements to, the provider and resident that are taken to be included as terms of this agreement.
- (3) The house rules for the rental premises are taken to be included as terms of this agreement.
- (4) The provider and resident may agree on other terms of this agreement (*special terms*).
- (5) A duty or entitlement under the Act overrides a standard term or special term if the term is inconsistent with the duty or entitlement.
- (6) 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 $\ensuremath{\mathsf{-}}$

- the provider or the provider's agent enters the resident's room in contravention of the rules of entry under sections 257 to 262; or
- the resident does not sign and return the condition report to the provider or the provider's agent under section 81.

Division 2 Period of rooming accommodation agreement

- <u>3</u> Start of rooming accommodation agreement
 (1) Written agreement required s77 (4) The agreement must—

 (a) be written in a clear and precise way; and
 (b) state the provider's name, address and any telephone number and the resident's name and any telephone number; and
 - (c) fully describe the services to be provided under the agreement; and
 - (d) state the amount of rent payable, when it is payable and how it must be paid; and
 - (e) state the components of the rent attributable to accommodation, a food service, a personal care service or another service; and
 - (f) state the amount of any rental bond payable; and
 - (g) for a fixed term agreement, state the term for which it applies; and



- be signed by the parties; and
 comply with any other requirement prescribed under a
- regulation.2) This agreement starts on the day stated in this agreement for item 7.2.
- 4 Entry condition report s 81
- (1) This clause applies only if a rental bond is payable, or has been paid, under this agreement.

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

(a) the day the resident is entitled to occupy the room;
(b) the day the resident 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 room when the rooming accommodation agreement started.

(5) After the copy of the condition report is returned to the provider by the resident, the provider must copy the condition report and return it to the resident within 14 days.

5 Continuation of fixed term agreement – s 82

- (1) This clause applies if -
 - (a) under this agreement, rooming accommodation is provided to the resident for a fixed term; and
 - (b) neither the provider nor the resident gives the other party a notice under chapter 5, part 2 ending the agreement or agrees in writing with the other party to end the agreement.
- (2) This agreement continues to apply after the last day of the term, as a periodic agreement, on the same terms on which it applied immediately before the last day of the term, other than the term about the fixed term.

Division 3 Rent

6 When, how and where rent must be paid – ss 98 and 100

- (1) The resident must pay the rent stated in this agreement for item 8.
- (2) The rent must be paid at the times stated in this agreement for item 10.
- (3) The rent must be paid -
 - (a) in the way stated in this agreement for item 11; or
 - (b) in the way agreed after the signing of this agreement by (i) the provider or resident 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 11 or no way agreed after the signing of this agreement - in an approved way under section 98(4).

Note-

If the way rent is to be paid is another way agreed on by the provider and resident under section 98(4)(g), the provider or the provider's agent must comply with the obligations under section 99(2).

- (4) The rent must be paid at the place stated in this agreement for item 12.
- (5) However, if, after the signing of this agreement, the provider gives a notice to the resident 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 12 and there is no notice stating a place, the rent must be paid at an appropriate place. *Cramples of an angrantiate place*
 - Examples of an appropriate place
 - the provider's address for service the provider's agent's office.
- 7 Rent in advance s 101

The provider may require the resident to pay rent in advance only if the payment is not more than 2 weeks rent. *Note-*

Under section 101(2), the provider or the provider's agent must not require a payment of rent under this agreement in a period for which rent has already been paid.



residential

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authority

Residential Tenancies and Rooming Accommodation Act 2008



8 Rent increases – s 105

- (1) If a provider proposes to increase the rent, the provider must give notice of the proposal to the resident.
- (2) The notice must state -
 - (a) the amount of the increased rent; and
 - (b) the day, not earlier than 4 weeks after the day the notice is given, from which the increased rent is payable.
- (3) Also, if this agreement is for a fixed term, the rent may not be increased before the term ends unless -
 - (a) this agreement states for item 13.1 rent can be increased; and
 - (b) this agreement states for item 13.2 the amount of the increase or how the amount of the increase is to be worked out; and
 - (c) the increase is made in accordance with this agreement.
- (4) The resident is not required to pay the increase unless it is made in accordance with this clause.
- (5) Subclauses (1) to (4) do not apply if the parties amend this agreement to provide for another service to be provided by the provider to the resident and for an increase in the rent in payment of the service.

9 Rent decreases for matters including loss of amenity or service – s 106

- (1) This clause applies if -
 - (a) the resident's room or common areas become partly unfit to live in, or their amenity or standard substantially decreases, other than because of intentional or reckless damage caused by the resident or a guest of the resident; or
 - (b) a service provided to the resident under this agreement is no longer available or is withdrawn, or the standard of the service substantially decreases, other than because the resident has not met the resident's obligations under this agreement.
- (2) The rent payable under this agreement decreases by the amount, and from the time, agreed between the provider and the resident.
- (3) If the provider and the resident can not agree on the amount or time for the decrease, either of them may apply to a tribunal for an order decreasing the rent by a stated amount from a stated time.
- 10 Rent decreases because of resident's absence - s 107
- (1) This clause applies if either of the following is not provided to the resident because of the resident's absence -
 - (a) a personal care service;
 - (b) a food service, but only if the resident is absent from the rental premises for a continuous period of more than 2 weeks.
- (2) The provider and the resident may agree to a reduction in rent for the period of the absence.
- (3) If the provider and the resident can not agree on a reduction in rent for the period of the absence, the resident may apply to a tribunal for an order decreasing the rent by a stated amount for the period.

Division 4 Rental bond

- 11 Rental bond required ss 111 and 116
- (1) If a rental bond is stated in this agreement for item 14, the resident must pay to the provider or the provider'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 resident signs this agreement. *Note-*

There is a maximum bond that may be required unless your weekly rent is more than 500. See section 146.

- (2) The provider or the provider'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 provider if the resident breaches this agreement. *Example*-

The provider may claim against the bond if the resident does not leave the room in the required condition at the end of the rooming accommodation agreement.

Note-

For how to apply to the authority or a tribunal for the bond at the end of the rooming accommodation agreement, see sections 125 to 141. Delay in applying may mean that payment is made on another application for payment.

12 Increase in bond – s 154

- (1) The resident must increase the rental bond if -
 - (a) the rent increases and the provider gives notice to the resident 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 resident is given the notice.

Division 5 Outgoings

13 Charge for utility service – s 170

The resident must pay an amount for utility services supplied to the rental premises during this agreement if -

- (a) the service is stated in this agreement for item 16; and
- (b) the resident's room is individually metered for the utility service by an appliance approved by the supplying entity. *Nate-*

Section 170(2)(b) limits the amount the resident must pay.

Division 6 Rights and obligations of provider and resident

14	Provider's obligations – ss 247 and 249				
(1)	The provider has the following obligations -				
. ,	 (a) to ensure the provider is not in breach of a law dealing with issues about the health or safety of persons using or entering the resident's room or common areas; 				
	 (b) to take reasonable steps to ensure the resident - (i) always has access to the resident's room and to bathroom and toilet facilities; and (ii) has reasonable access to any other common areas; 				
	 (c) to take reasonable steps to ensure the security of the resident's room and the resident's personal property in the room; 				
	 (d) to maintain the resident's room and common areas in a way that the room and areas remain fit for the resident to live in; 				
	(e) to take reasonable steps to ensure the resident's room and common areas and facilities provided in the room and areas -				

- (i) are kept safe and in good repair; and
- subject to any agreement with the resident about cleaning the resident's room or common areas or facilities - are kept clean;



- (f) not to unreasonably restrict the resident's guests in visiting the resident;
- (g) to ensure that the times during which the provider, or an agent of the provider, is available to be contacted by the resident are reasonable, having regard to all the circumstances including the services being provided to the resident under this agreement.
- (2) For subclause (1)(e)(ii), an agreement about cleaning common areas may be made only for a common area used by the resident and a minority of other residents of the provider. *Example for subclause (2)*-Four residents have individual rooms opening out onto a living area which is available for use only by those residents. The provider and the 4 residents may agree that the cleaning of the living area is to be done
- by the 4 residents.(3) The provider must take reasonable steps to ensure the resident has quiet enjoyment of the resident's room and common areas.
- (4) The provider or the provider's agent must not interfere with the reasonable peace, comfort or privacy of the resident in using the resident's room and common areas.

15 Resident's obligations – s 253

- (1) The resident has the following obligations -
 - (a) to use the resident's room and common areas only or mainly as a place of residence;
 - (b) not to use the resident's room or common areas for an illegal purpose;
 - (c) not to interfere with, and to ensure the resident's guests do not interfere with, the reasonable peace, comfort or privacy of another resident or another resident's appropriate use of the other resident's room or common areas;
 - (d) to pay the rent when it falls due;
 - (e) not to keep an animal on the rental premises without the provider's permission;
 - (f) not to intentionally or recklessly damage or destroy, or allow the resident's guests to intentionally or recklessly damage or destroy, any part of the rental premises or a facility in the rental premises;
 - (g) to keep the resident's room and inclusions clean, having regard to their condition at the start of this agreement;
 - (h) to maintain the resident's room in a condition that does not give rise to a fire or health hazard;

Examples of a fire hazard

1 allowing newspapers to build up in the resident's room 2 blocking access to the resident's room.

- 16 House rules ss 266–276
- (1) The resident must comply with the house rules for the rental premises.
- (2) The provider must give the resident a copy of the house rules for the rental premises before entering into this agreement.
- (3) The provider or the provider's agent for the rental premises must ensure a copy of the house rules for the rental premises is displayed, at all times, at a place in the rental premises where it is likely to be seen by the residents.
- (4) At least 7 days before making any changes to the house rules for the rental premises, the provider must give a notice to the resident stating the following -
 - (a) proposed changes and the day the changes are to take effect;
 - (b) that the resident may object to the changes and how an objection may be made.
- (5) However, if this agreement starts less than 7 days before the proposed changes are to take effect, the provider need only give the notice mentioned in subclause (4) when this agreement starts

starts.

- 17 Number of occupants allowed
- (1) No more than the number of persons stated in this agreement for item 18.1 may reside in the room.
- (2) No more than the number of persons stated in this agreement for item 18.2 may reside at the rental premises.
- (3) However, more people may reside in the room or at the rental premises if the resident and the provider agree.

18 Pets

- (1) The resident may keep pets on the rental premises only if this agreement states for item 19.1 that pets are approved.
- (2) If this agreement states for item 19.1 that pets are approved and this agreement states for item 19.2 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.

19 Supply of locks and keys – s 250

- (1) The provider must supply and maintain all locks necessary to ensure the resident's room is reasonably secure.
- (2) The provider must give the resident a key for each lock that secures an entry to the following -
 - (a) the resident's room;
 - (b) a building or building within which the resident's room and common areas are situated.
- (3) The resident must not make a copy of the key without the provider's permission.
- (4) The resident must not tamper with a door lock in the rental premises.
- 20 Changing locks s 251
- (1) The resident may request the provider to change or repair a lock that secures entry to the resident's room if the resident reasonably believes there is the likelihood of -
 - (a) risk to the resident's safety; or
 - (b) theft of, or damage to, the resident's belongings.
- (2) The provider must not act unreasonably in failing to agree to change or repair the lock.
- 21 Fixtures or structural changes ss 254–256
- (1) The resident may attach a fixture, or make a structural change, to the rental premises only if the provider agrees to the fixture's attachment or the structural change. *Nate-*

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 provider's agreement must be written, describe the nature of the fixture or change and include any terms of this agreement. *Examples of terms*-
 - that the resident may remove the fixture
 - that the resident must repair damage caused when removing the fixture
 - that the provider must pay for the fixture if the resident can not remove it
- (3) If the provider does agree, the resident must comply with the terms of the provider's agreement.
- (4) The provider must not act unreasonably in failing to agree.
- (5) If the resident attaches a fixture, or makes a structural change, to the rental premises without the provider's agreement, the provider 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 rental premises for the provider's benefit (that is, treat it as belonging to the provider, without having to pay the resident for it).



22 Provider's right to enter resident's room - ss 257-262

The provider or the provider's agent may enter the resident's room during this agreement only if the obligations under sections 257 to 262 have been complied with.

Division 7 When agreement ends

23 Ending of agreement – s 366

- (1) This agreement ends only if -
 - (a) the resident and the provider agree in writing; or
 - (b) the provider gives a notice to leave the rental premises to the resident by a stated day and the resident leaves the rental premises; or
 - (c) the provider or resident gives a notice to the other party terminating this agreement on a stated day; or
 - (d) a tribunal makes an order terminating this agreement; or
 (e) the resident abandons the resident's room; or
 - *Note-*See section 509 for indications that a resident has abandoned their room.
 - (f) after receiving a notice from a mortgagee under section 384, the resident vacates, or is removed from, the rental premises.
- (2) Also, if a sole resident dies, this agreement terminates in accordance with section 366(7) or (8).

24 Condition room must be left in - s 253(i)

At the end of this agreement, the resident must leave the resident's room and inclusions, as far as possible, in the same condition they were in at the start of this agreement, fair wear and tear excepted.

Examples of what may be fair wear and tear-

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

25 Keys

At the end of this agreement, the resident must return to the provider all keys for the resident's room and the rental premises.

- 26 Goods or money left behind in rental premises - ss 392 and 393
- (1) The resident must take all of the resident's belongings from the rental premises at the end of this agreement.
- (2) The provider must not treat belongings left behind as the provider's own property, but must deal with them under sections 392 and 393.

Division 9 Miscellaneous

- 27 Supply of goods and services s 176
- (1) The provider or the provider's agent must not require the resident to buy goods or services from the provider or a person nominated by the provider or agent.
- Subclause (1) does not apply to a requirement about a food service, personal care service or utility service.
 Note See section 176 for what is a utility service and schedule 2 of the Act for what is a food service and a personal care service.

28 Provider's agent

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

29 Notices

- (1) A notice under this agreement must be written and, if there is an approved form for the notice, in the approved form.
- (2) A notice from the resident to the provider may be given to the provider's agent.
- (3) A notice may be given to a party to this agreement, the provider's agent or a representative -
 - (a) by giving it to the party, agent or representative personally; or
 - (b) if an address for service for the party, agent or representative is stated in this agreement for item 1, 2, 3 or 4 - 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, agent or representative is stated in this agreement for item 1, 2, 3 or 4 and item 5 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, agent or representative is stated in this agreement for item 1, 2, 3 or 4 and item 5 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, the provider's agent or a representative 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, agent or representative by facsimile or email.
- (5) If no address for service is stated in this agreement for item 2 for the resident, the resident's address for service is taken to be the address of the rental premises.
- (6) A party, the provider's agent or a representative 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.
- On the giving of a notice of a new address for service, facsimile number or email address for a party, the provider's agent or a representative, the address for service, facsimile number or email address stated in the notice is taken to be the party's, agent's or representative's address for service, facsimile number or email address stated in this agreement for item 1, 2, 3 or 4.
- (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
 - an otice sent by email is taken to have been received by the recipient when the email enters the recipient's email server.
- (9) In this clause -

representative means a person acting for the resident under section 525(1)(c).

30 Dictionary – Schedule 2

personal care service means a service of regularly providing a resident with—

- (a) help in—
 - (i) bathing, toileting or another activity related to personal hygiene; or
 - (ii) dressing or undressing; or
 - (iii) consuming a meal; or
 - (iv) meeting a mobility problem of the resident; or
 - (v) taking medication; or
- (b) help in managing the resident's financial affairs.

Part 3 Special terms

Insert any special terms here. See clause 2(4) to 2(6)

The resident/s must receive a copy of any applicable by-laws if copies have not previously been given to the resident/s.

Do not send to the RTA—give this form to the resident/s, keep a copy for your records.

Signature of the agent, manager/provider or provider's agent

Name/trading name

KMJ Investments Pty Ltd Atf MC Investments Trust T/as Sunshine Coast Property Rentals Group

Signature



Signature of resident 1

Indicate if acting on authority under Guardianship and Administration Act 2000 or Powers of Attorney Act 1998.

Print name

Bhagawati Neupane

Signature

Bhagawati Neupaue

Sep 14 2021

Signature of resident 2

Indicate if acting on authority under Guardianship and Administration Act 2000 or Powers of Attorney Act 1998.

Date

Print name						
Signature						
	Date	1	1			





Rooming accommodation agreement (Form R18)

Residential Tenancies and Rooming Accommodation Act 2008

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		7-15 Val		Jurt						Postcode	4550	
	Sippy Down QLD				·					1 0310000	4556	
	 1.2 Type of rooming accommodation (tick ✓ if applicable) □ Level 1 □ Level 2 □ Level 3 ✓ Student accommodation 1.3 Agent or manager/provider 											
	Name/trading name W & D SUPER 8 PTY LTD A.C.N. 610 512 135 TRUSTEE UNDER INSTRUMI									/IENT 71872	20229	
	Address											
	C/- Sunshine Coast	Property	Rentals, Off	fice S	Suite 2, 14-20 A	erodrome l	Road, Maro	ochydore	QLD	Postcode	4558	
	1.4 Phone		Mobile			Email				·	•	
	(07) 5493 7069					pm5@su	nshinecoa	stpropert	yrental	s.com		
Item 2	2.1 Resident/s	/										
2	Resident 1 Full name	e/s Mar	ni Okazaki									
	Phone 0423 241 20	03	Em	ail	okazakimam	i0227@gm	ail.com					
	Resident 2 Full name	e/s										
	Phone		Em	ail								
	2.2 Address for ser	vice (if d	lifferent from	ו add	Iress of the pre	emises in ite	em 1.1). Attac	h a separate	list			
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Rooming accommodation agreement (Form R18)

Residential Tenancies and Rooming Accommodation Act 2008

Item 7	7.1 The term of the agreement is 🗸 fixed term agreement	
	7.2 Starting on 16 / 07 / 2022 7.3 Ending on 14 / 07 / 2023	
Item	Fixed term agreements only. For continuation of agreement, see clause 5 Rent \$ 220.00 per Image: Week fortnight See clause 6(1)	
8		
ltem 9	Breakdown of rent See clause 3(1e). Please break down amount of rent for each – in either percentage or dollar values. Accommodation \$ 210.00 Other services (attach a list if necessary) \$10.00 - Covered Parking Space	
	Food service \$ Personal care service \$ See clause 30 \$	
	N.B The manager/provider/agent acknowledges they do not receive any government funding on behalf of the resident for the s for in the breakdown above.	ervices charged
Item 10	Rent must be paid on the Due day of each Week Insert day. See clause 6(2) Insert week/fortnight	
Item	Method of rent payment Insert the way the rent must be paid. See clause 6(3)	
11	Bank Cheque, Money Order & Direct Deposit	
	Details for direct credit	
	Bank/building society/credit union Westpac	
	BSB no. 0 3 4 6 7 6 Account name Sunshine Coast Property Rentals	
	Account no. 3 7 7 7 2 7 Payment reference R149	
Item	Place of rent payment Insert where the rent must be paid. See clause 6(4) to 6(6)	
12	Westpac bank	
Item 13	13.1 Can the rent be increased? Yes V No	
	13.2 How will the rent increase be calculated?	
	13.3 When will the rent increase start?	
	Starting on / / See clause 8	
ltem 14	Rental bond amount \$ 880.00 See clause 11	
Item	Services to be provided Attach list if necessary	
15	Internet, Electricity, Local Phone Calls & Water	
ltem 16	Utility services for which the resident must pay See clause 13 N/A	
ltem 17	House rules have been provided to the resident/s Yes No See clause 16]
ltem 18	18.1 Number of persons allowed to reside in the room	
	18.2 Number of persons allowed to reside at the rental premises 5 See clause 17	, ,
ltem 19	19.1 Pets approved Yes No See clause 18(1)	MŐ
	19.2 The types and number of pets that may be kept See clause 18(2)	
	Type Not Permitted Number Type Not Permitted	Number

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Part 2 Standard Terms Division 1 Preliminary

1 Interpretation

In this agreement -

- a reference to the *rental premises* includes a reference to any inclusions for the rental premises stated in this agreement for item 6.1; 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 rooming accommodation agreement
- This part states, under the *Residential Tenancies and Rooming* Accommodation Act 2008 (the Act), section 73, the standard terms of a rooming accommodation agreement.
- (2) The Act also imposes duties on, and gives entitlements to, the provider and resident that are taken to be included as terms of this agreement.
- (3) The house rules for the rental premises are taken to be included as terms of this agreement.
- (4) The provider and resident may agree on other terms of this agreement (*special terms*).
- (5) A duty or entitlement under the Act overrides a standard term or special term if the term is inconsistent with the duty or entitlement.
- (6) 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 - $% \left({\left[{{{\rm{Act}}} \right]_{\rm{Act}}} \right)_{\rm{Act}}} \right)$

- the provider or the provider's agent enters the resident's room in contravention of the rules of entry under sections 257 to 262; or
- the resident does not sign and return the condition report to the provider or the provider's agent under section 81.

Division 2 Period of rooming accommodation agreement

- <u>3</u> Start of rooming accommodation agreement
 (1) Written agreement required s77 (4) The agreement must—

 (a) be written in a clear and precise way; and
 (b) state the provider's name, address and any telephone number and the resident's name and any telephone number;
 - and
 fully describe the services to be provided under the agreement; and
 - (d) state the amount of rent payable, when it is payable and how it must be paid; and
 - (e) state the components of the rent attributable to accommodation, a food service, a personal care service or another service; and
 - (f) state the amount of any rental bond payable; and
 - (g) for a fixed term agreement, state the term for which it applies; and
 - (h) be signed by the parties; and
 - (i) comply with any other requirement prescribed under a regulation.
- (2) This agreement starts on the day stated in this agreement for item 7.2.
- 4 Entry condition report s 81
- (1) This clause applies only if a rental bond is payable, or has been paid, under this agreement.

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

(a) the day the resident is entitled to occupy the room;
(b) the day the resident 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 room when the rooming accommodation agreement started.

(5) After the copy of the condition report is returned to the provider by the resident, the provider must copy the condition report and return it to the resident within 14 days.

5 Continuation of fixed term agreement – s 82

- (1) This clause applies if -
 - (a) under this agreement, rooming accommodation is provided to the resident for a fixed term; and
 - (b) neither the provider nor the resident gives the other party a notice under chapter 5, part 2 ending the agreement or agrees in writing with the other party to end the agreement.
- (2) This agreement continues to apply after the last day of the term, as a periodic agreement, on the same terms on which it applied immediately before the last day of the term, other than the term about the fixed term.

Division 3 Rent

- 6 When, how and where rent must be paid – ss 98 and 100
- (1) The resident must pay the rent stated in this agreement for item 8.
- (2) The rent must be paid at the times stated in this agreement for item 10.
- (3) The rent must be paid -
 - (a) in the way stated in this agreement for item 11; or
 - (b) in the way agreed after the signing of this agreement by (i) the provider or resident 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 11 or no way agreed after the signing of this agreement - in an approved way under section 98(4).

Note-

If the way rent is to be paid is another way agreed on by the provider and resident under section 98(4)(g), the provider or the provider's agent must comply with the obligations under section 99(2).

- (4) The rent must be paid at the place stated in this agreement for item 12.
- (5) However, if, after the signing of this agreement, the provider gives a notice to the resident 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 12 and there is no notice stating a place, the rent must be paid at an appropriate place. *Cramples of an angrantiate place*
 - Examples of an appropriate place
 - the provider's address for service the provider's agent's office.
- 7 Rent in advance s 101

The provider may require the resident to pay rent in advance only if the payment is not more than 2 weeks rent. *Note* -

Under section 101(2), the provider or the provider's agent must not require a payment of rent under this agreement in a period for which rent has already been paid.

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Rooming accommodation agreement (Form R18)

Residential Tenancies and Rooming Accommodation Act 2008



8 Rent increases – s 105

- (1) If a provider proposes to increase the rent, the provider must give notice of the proposal to the resident.
- (2) The notice must state -
 - (a) the amount of the increased rent; and
 - (b) the day, not earlier than 4 weeks after the day the notice is given, from which the increased rent is payable.
- (3) Also, if this agreement is for a fixed term, the rent may not be increased before the term ends unless -
 - (a) this agreement states for item 13.1 rent can be increased; and
 - (b) this agreement states for item 13.2 the amount of the increase or how the amount of the increase is to be worked out; and
 - (c) the increase is made in accordance with this agreement.
- (4) The resident is not required to pay the increase unless it is made in accordance with this clause.
- (5) Subclauses (1) to (4) do not apply if the parties amend this agreement to provide for another service to be provided by the provider to the resident and for an increase in the rent in payment of the service.

9 Rent decreases for matters including loss of amenity or service – s 106

- (1) This clause applies if -
 - (a) the resident's room or common areas become partly unfit to live in, or their amenity or standard substantially decreases, other than because of intentional or reckless damage caused by the resident or a guest of the resident; or
 - (b) a service provided to the resident under this agreement is no longer available or is withdrawn, or the standard of the service substantially decreases, other than because the resident has not met the resident's obligations under this agreement.
- (2) The rent payable under this agreement decreases by the amount, and from the time, agreed between the provider and the resident.
- (3) If the provider and the resident can not agree on the amount or time for the decrease, either of them may apply to a tribunal for an order decreasing the rent by a stated amount from a stated time.
- 10 Rent decreases because of resident's absence - s 107
- (1) This clause applies if either of the following is not provided to the resident because of the resident's absence -
 - (a) a personal care service;
 - (b) a food service, but only if the resident is absent from the rental premises for a continuous period of more than 2 weeks.
- (2) The provider and the resident may agree to a reduction in rent for the period of the absence.
- (3) If the provider and the resident can not agree on a reduction in rent for the period of the absence, the resident may apply to a tribunal for an order decreasing the rent by a stated amount for the period.

Division 4 Rental bond

- 11 Rental bond required ss 111 and 116
- (1) If a rental bond is stated in this agreement for item 14, the resident must pay to the provider or the provider'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 resident signs this agreement. *Note-*

There is a maximum bond that may be required unless your weekly rent is more than 500. See section 146.

- (2) The provider or the provider'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 provider if the resident breaches this agreement. *Example-*

The provider may claim against the bond if the resident does not leave the room in the required condition at the end of the rooming accommodation agreement.

Note-

For how to apply to the authority or a tribunal for the bond at the end of the rooming accommodation agreement, see sections 125 to 141. Delay in applying may mean that payment is made on another application for payment.

12 Increase in bond – s 154

- (1) The resident must increase the rental bond if -
 - (a) the rent increases and the provider gives notice to the resident 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 resident is given the notice.

Division 5 Outgoings

13 Charge for utility service – s 170

The resident must pay an amount for utility services supplied to the rental premises during this agreement if -

- (a) the service is stated in this agreement for item 16; and
- (b) the resident's room is individually metered for the utility service by an appliance approved by the supplying entity. *Note-*

Section 170(2)(b) limits the amount the resident must pay.

Division 6 Rights and obligations of provider and resident

1	4	Prov	vider's obligations – ss 247 and 249						
(1)	The provider has the following obligations -							
		(a) to ensure the provider is not in breach of a law dealing							
	with issues about the health or safety of persons using o entering the resident's room or common areas;								
		(b)	to take reasonable steps to ensure the resident -						
		. ,	(i) always has access to the resident's room and to						
			bathroom and toilet facilities; and						
			(ii) has reasonable access to any other common areas;						
		(C)	to take reasonable steps to ensure the security of the						
			resident's room and the resident's personal property in the						
		(d)	room;						
		(d)	to maintain the resident's room and common areas in a way that the room and areas remain fit for the resident to live in;						
		(e)	to take reasonable steps to ensure the resident's room						
		(0)	and common areas and facilities provided in the room						
			and areas -						
			(i) are kept safe and in good repair; and						
,		7	(ii) subject to any agreement with the resident about						
И	1	-/	cleaning the resident's room or common areas or						

facilities - are kept clean;



- (f) not to unreasonably restrict the resident's guests in visiting the resident;
- (g) to ensure that the times during which the provider, or an agent of the provider, is available to be contacted by the resident are reasonable, having regard to all the circumstances including the services being provided to the resident under this agreement.
- (2) For subclause (1)(e)(ii), an agreement about cleaning common areas may be made only for a common area used by the resident and a minority of other residents of the provider. *Example for subclause (2)*-Four residents have individual rooms opening out onto a living area which is available for use only by those residents. The provider and the 4 residents may agree that the cleaning of the living area is to be done
- by the 4 residents.(3) The provider must take reasonable steps to ensure the resident has quiet enjoyment of the resident's room and common areas.
- (4) The provider or the provider's agent must not interfere with the reasonable peace, comfort or privacy of the resident in using the resident's room and common areas.

15 Resident's obligations – s 253

- (1) The resident has the following obligations -
 - (a) to use the resident's room and common areas only or mainly as a place of residence;
 - (b) not to use the resident's room or common areas for an illegal purpose;
 - (c) not to interfere with, and to ensure the resident's guests do not interfere with, the reasonable peace, comfort or privacy of another resident or another resident's appropriate use of the other resident's room or common areas;
 - (d) to pay the rent when it falls due;
 - (e) not to keep an animal on the rental premises without the provider's permission;
 - (f) not to intentionally or recklessly damage or destroy, or allow the resident's guests to intentionally or recklessly damage or destroy, any part of the rental premises or a facility in the rental premises;
 - (g) to keep the resident's room and inclusions clean, having regard to their condition at the start of this agreement;
 - (h) to maintain the resident's room in a condition that does not give rise to a fire or health hazard;

Examples of a fire hazard-

1 allowing newspapers to build up in the resident's room 2 blocking access to the resident's room.

- 16 House rules ss 266–276
- (1) The resident must comply with the house rules for the rental premises.
- (2) The provider must give the resident a copy of the house rules for the rental premises before entering into this agreement.
- (3) The provider or the provider's agent for the rental premises must ensure a copy of the house rules for the rental premises is displayed, at all times, at a place in the rental premises where it is likely to be seen by the residents.
- (4) At least 7 days before making any changes to the house rules for the rental premises, the provider must give a notice to the resident stating the following -
 - (a) proposed changes and the day the changes are to take effect;
 - (b) that the resident may object to the changes and how an objection may be made.
- (5) However, if this agreement starts less than 7 days before the proposed changes are to take effect, the provider need only give the notice mentioned in subclause (4) when this agreement starts.

- 17 Number of occupants allowed
- (1) No more than the number of persons stated in this agreement for item 18.1 may reside in the room.
- (2) No more than the number of persons stated in this agreement for item 18.2 may reside at the rental premises.
- (3) However, more people may reside in the room or at the rental premises if the resident and the provider agree.

18 Pets

- (1) The resident may keep pets on the rental premises only if this agreement states for item 19.1 that pets are approved.
- (2) If this agreement states for item 19.1 that pets are approved and this agreement states for item 19.2 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.

19 Supply of locks and keys – s 250

- (1) The provider must supply and maintain all locks necessary to ensure the resident's room is reasonably secure.
- (2) The provider must give the resident a key for each lock that secures an entry to the following -
 - (a) the resident's room;
 - (b) a building or building within which the resident's room and common areas are situated.
- (3) The resident must not make a copy of the key without the provider's permission.
- (4) The resident must not tamper with a door lock in the rental premises.
- 20 Changing locks s 251
- (1) The resident may request the provider to change or repair a lock that secures entry to the resident's room if the resident reasonably believes there is the likelihood of -
 - (a) risk to the resident's safety; or
 - (b) theft of, or damage to, the resident's belongings.
- (2) The provider must not act unreasonably in failing to agree to change or repair the lock.
- 21 Fixtures or structural changes ss 254–256
- (1) The resident may attach a fixture, or make a structural change, to the rental premises only if the provider agrees to the fixture's attachment or the structural change. *Nate-*

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 provider's agreement must be written, describe the nature of the fixture or change and include any terms of this agreement. *Examples of terms*-
 - that the resident may remove the fixture
 - that the resident must repair damage caused when removing the fixture
 - that the provider must pay for the fixture if the resident can not remove it
- (3) If the provider does agree, the resident must comply with the terms of the provider's agreement.
- (4) The provider must not act unreasonably in failing to agree.
- (5) If the resident attaches a fixture, or makes a structural change, to the rental premises without the provider's agreement, the provider 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 rental premises for the provider's benefit (that is, treat it as belonging to the provider, without having to pay the resident for it).



22 Provider's right to enter resident's room - ss 257-262

> The provider or the provider's agent may enter the resident's room during this agreement only if the obligations under sections 257 to 262 have been complied with.

Division 7 When agreement ends

23 Ending of agreement – s 366

- (1)This agreement ends only if -
 - (a)the resident and the provider agree in writing; or
 - the provider gives a notice to leave the rental premises to the (b) resident by a stated day and the resident leaves the rental premises; or
 - (c) the provider or resident gives a notice to the other party terminating this agreement on a stated day; or
 - (d) a tribunal makes an order terminating this agreement; or (e) the resident abandons the resident's room; or
 - Note-See section 509 for indications that a resident has abandoned their room.
 - after receiving a notice from a mortgagee under section (f) 384, the resident vacates, or is removed from, the rental premises.
- (2) Also, if a sole resident dies, this agreement terminates in accordance with section 366(7) or (8).

24 Condition room must be left in – s 253(i)

At the end of this agreement, the resident must leave the resident's room and inclusions, as far as possible, in the same condition they were in at the start of this agreement, 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

25 Keys

At the end of this agreement, the resident must return to the provider all keys for the resident's room and the rental premises.

- Goods or money left behind in rental premises 26 - ss 392 and 393
- The resident must take all of the resident's belongings from the (1)rental premises at the end of this agreement.
- The provider must not treat belongings left behind as the (2) provider's own property, but must deal with them under sections 392 and 393.

Division 9 Miscellaneous

- Supply of goods and services s 176
- The provider or the provider's agent must not require the (1) resident to buy goods or services from the provider or a person nominated by the provider or agent.
- (2) Subclause (1) does not apply to a requirement about a food service, personal care service or utility service. Note-See section 176 for what is a utility service and schedule 2 of the Act for what is a food service and a personal care service.
- 28 Provider's agent
- The name and address for service of the provider's agent is (1) stated in this agreement for item 3. (2)
 - Unless a special term provides otherwise, the agent may
 - stand in the provider's place in any application to a tribunal (a) by the provider or the resident; or
 - M (/ (b) do any thing else the provider may do, or is required to do, (b) under this agreement.

29 **Notices**

- (1) A notice under this agreement must be written and, if there is an approved form for the notice, in the approved form.
- (2) A notice from the resident to the provider may be given to the provider's agent.
- (3) A notice may be given to a party to this agreement, the provider's agent or a representative
 - by giving it to the party, agent or representative personally; or (a)
 - if an address for service for the party, agent or representative (b) is stated in this agreement for item 1, 2, 3 or 4 - by leaving it at the address, sending it by prepaid post as a letter to the address; or
 - if a facsimile number for the party, agent or representative (c) is stated in this agreement for item 1, 2, 3 or 4 and item 5 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
 - if an email address for the party, agent or representative (d) is stated in this agreement for item 1, 2, 3 or 4 and item 5 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, the provider's agent or a representative 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, agent or representative by facsimile or email.
- (5) If no address for service is stated in this agreement for item 2 for the resident, the resident's address for service is taken to be the address of the rental premises.
- A party, the provider's agent or a representative may change his (6) 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, the provider's agent or a representative, the address for service, facsimile number or email address stated in the notice is taken to be the party's, agent's or representative's address for service, facsimile number or email address stated in this agreement for item 1, 2, 3 or 4.
- (8) Unless the contrary is proved
 - a notice left at an address for service is taken to have been (a) received by the party to whom the address relates when the notice was left at the address; and
 - a notice sent by post is taken to have been received by the (b) person to whom it was addressed when it would have been delivered in the ordinary course of post; and
 - a notice sent by facsimile is taken to have been received at (c) 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.
- (9) In this clause -

representative means a person acting for the resident under section 525(1)(c).

Dictionary – Schedule 2 30

personal care service means a service of regularly providing a resident with-

- (a) help in
 - bathing, toileting or another activity related to personal (i) hygiene; or
 - dressing or undressing; or (ii)
 - consuming a meal; or (iii)
 - meeting a mobility problem of the resident; or (iv)
 - (v) taking medication; or
 - help in managing the resident's financial affairs.

Part 3 Special terms

Insert any special terms here. See clause 2(4) to 2(6)

The resident/s must receive a copy of any applicable by-laws if copies have not previously been given to the resident/s. Do not send to the RTA—give this form to the resident/s, keep a copy for your records.

Signature of the agent, manager/provider or provider's agent

Name/trading name

KMJ Investments Pty Ltd Atf MC Investments Trust T/as Sunshine Coast Property Rentals Group

Signature

Jania Burke

Date Jun 30 2022

Signature of resident 1

Indicate if acting on authority under Guardianship and Administration Act 2000 or Powers of Attorney Act 1998.

Print name

Mami Okazaki

Signature



Jun/ 30 2022

Signature of resident 2

Indicate if acting on authority under Guardianship and Administration Act 2000 or Powers of Attorney Act 1998.

Print name	
Signature	Date
	1 1





Insurance Cancellation

Secure™ Landlord





110

🜭 1800 675 511

Reference Unit 76 7 Varsityview Ct SIPPY DOWNS QLD 4556

Cancelled Policy Number RSL 025191290

Policy Cancelled 5 April 2022

W & D SUPER8 PTY LTD ATF THE WARREN AND 34 AROONA AVE **BUDDINA QLD 4575**

Dear Policy Holder

21 March 2022

We are writing to confirm that your Secure™ Landlord Insurance has been cancelled from 05/04/2022. Details of the total adjustment to the amount payable are shown below.

We will send our cheque for the refund amount shortly (provided there is no outstanding premium due on this policy).

If you have been sent an offer to renew this policy, it is withdrawn effective immediately.

If you have any questions, please do not hesitate to contact us on 1800 675 511.

Yours sincerely

The Vero Team

Adjustment Amount

Adjustment Amount			Received 3/22
Contents Premium Stamp Duty GST	-\$218.72 -\$21.65 -\$21.87	/	weed have
Total (inc. GST)		-\$262.24 🗸	Ver Ver

If you are registered for GST purposes, your input tax credit entitlement or adjustment (whichever is applicable) is or is based on the GST amount shown above. Please note that, in accordance with the GST law relating to insurance premiums, the GST amount may be less than 1/11th of the total amount payable.

Adjustment Note

Warren & Daiyan Bennett Superannuation Fund Pension Withdrawal Limits For the Period 1 July 2021 to 30 June 2022

Mr Warren Bennett YTD Summaries

	Drawdowns to date	Rqd. for Minimum	Minimum	Rqd for Plan	Plan*	Remaining until Max	Maximum	Tax Free %
ABP - 100% Tax Free (1)	1,060.00	OK!	1,060.00	OK!	1,060.00	-		- 100.00%
Totals Gross Drawdowns	1,060.00	0.00	1,060.00		1,060.00			
PAYG Tax	0.00	0.00	0.00	0.00	0.00			
Net Drawdowns	1,060.00	0.00	1,060.00	0.00	1,060.00			

Footnotes:

*The plan amount is the annual pension review amount or the minimum amount where no review amount is recorded.

Pension Payments

ABP - 100% Tax Free (1)									
Date	Gross Amount	PAYG	Net Amount	Description					
30/06/2022	1,060.00	0.00	1,060.00	TFR TO ACCOUNT 021399338					
Totals:	1,060.00	0.00	<mark>1,060.00</mark>						



Warren & Daiyan Bennett Superannuation Fund 34 Aroona Ave BUDDINA QLD 4575 Australia Tax Invoice 1019256

> **Date** 30 June 2022

Description

Preparation of Financial Statements for your Self Managed Superannuation Fund (SMSF), in respect of the year ended 30 June 2021.

Attending to the preparation of necessary trustee resolutions, member statements and other secretarial and administrative matters as required by regulatory authorities, on behalf of the fund.

Preparation of a 2021 Income Tax Return for the fund, including completion of all required taxation schedules.

Estimating the income tax position of the fund for the year ended 30 June 2021.

Electronic lodgement of the fund income tax return and all associated schedules with the Australian Taxation Office.

Audit of your superannuation fund in respect of the financial year ended 30 June 2021, including collation of all required audit documentation, liaison with SMSF auditor on your behalf, preparation of an Independent Audit Report outlining the fund's compliance with relevant superannuation laws and regulations, and payment of all audit outlays on your behalf.

Discussions, correspondence and advice to you as required in relation to SMSF matters.

Amount Due	0.00
Total	2,781.80
GST	252.90
Subtotal	2,528.90

Due Date: 14 July 2022 Please note: Payment is required prior to lodgement and overdue payments will incur a fee of \$33.00 (inc. GST)

PAYMENT A	DVICE	Customer	Warren & Daiyan Bennett Superannuation Fund	
		Invoice No.	1019256	
Direct Deposit Details:	BSB 064-406 Account No. 10620281	Amount Due	0.00	
	(Please use Invoice No. as Reference)	Due Date	14 July 2022	
Cheque Visa	Mastercard			
Card No.		сси	Expiry Date	
Cardholder	Signature			

Transactions: Bank of Qld Savings a/c 21729625 - Warren & Daiyan Bennett Superannuation Fund

Date Range: 01/07/2021 to 30/06/2022

	Date	Narrative	Debit	Cre	dit	Balance	Quantity
Bank of Qld Savings a/o	21729625						
01/07/2021	Opening Balance	е		\$	0.00 \$	0.00 Cr	
31/07/2021	INTERNET PAY	ANYONE \$	0.65		\$	0.65 Dr	
31/10/2021	INTERNET PAY	ANYONE \$	0.65		\$	1.30 Dr	
30/11/2021	INTERNET PAY / FEE	ANYONE \$	1.30		\$	2.60 Dr	
31/05/2022	INTERNET PAY / FEE	ANYONE \$	1.95		\$	4.55 Dr	
30/06/2022	INTERNET PAY / FEE	ANYONE \$	1.30		\$	5.85 Dr	
Total Bank of Qld Savin	gs a/c 21729625	\$	5.85	\$	0.00 \$	5.85 Dr	
Total Bank of Qld Savings a	/c 21729625	\$	5.85	\$	0.00 \$	5.85 Dr	

Bank of Qld Savings a/c 21729625

Warren & Daiyan Bennett Superannuation Fund

Depreciation Worksheet

For the Period 1 July 2021 to 30 June 2022

Property Description:	57/7-15 Varsityview Ct, SIPPY DOWNS				
Property Type:	Residential				
Property Address:	Unicentral 57/7-15 Varsityview Court Sippy Downs QLD 4556				

Description of Assets	Purchase	Original	Opening		Balancing A	djustment Event	s		Decline In	Value	Closing
	Date	Cost	Written Down [·] Value	Disposal Date	Termination Value	Assessable	Deductible	Rate	Method	Decline In Value	Written Down Value
Building	11-Apr-18	129,348.00	118,928.68					0.00%	DV *	3,234.00	115,694.68
Land	11-Apr-18	138,652.00	138,652.00					0.00%	N/A	-	138,652.00
Onsite law	14-Mar-18	1,618.05	1,618.05					0.00%	N/A	-	1,618.05
Stamp Duty minus release fee	5-Apr-18	9,410.15	9,410.15					0.00%	N/A	-	9,410.15
Omega Oven	30-Apr-18	399.00	266.27					12.00%	DV	31.95	234.32
Oven	14-Aug-20	479.00	428.45					12.00%	DV	51.41	377.04
Washing machine	17-Aug-20	718.00	561.61					25.00%	DV	140.40	421.21
Hot Water Unit	21-May-22	1,476.86	1,476.86					20.00%	DV	33.18	1,443.68
Property Total		282,101.06	271,342.07							3,490.94	267,851.13

<u>Kev:</u> DV: Diminishing Value Method PC: Prime Cost Method LV: Low value pool (year 2 or 3) LV Y1: Low value pool - year 1 N/A: Non-depreciable asset *: Capital work deduction

Total Capital Allowance

Total Capital Work Deductions 3,234.00

256.94

2.1 Tax allowance stream over the economic life of the building

Furnished Unit ✓ Unit 57 - Unicentral, 7-15 Varsityview Court Sippy Downs, Queensland

DIMINISHING VALUE METHOD OF CALCULATION

Financial Year Ending:	Allowances on Plant "Diminishing Value"	Allowances on Capital Works	Total
20/1	\$	\$	\$
30/Jun/2018	. 0	718	718
June/19	0	3234	3234
June/20	0	3234	3234
June/21	Q	3234	3234
June/22	· 0	3234 🗸	3234
June/23	0	3234	3234
June/24	0	3234	3234
June/25	0	3234	3234
June/26	0	. 3234	3234
June/27	0	3234	3234
June/28	. 0	3234	3234
June/29	0 -	. 3234	3234
June/30	0	3234	3234
June/31	0	3234	3234
June/32	0	3234	3234
June/33	0	3234	3234
June/34	0	3234	3234
June/35	0	3234	3234
June/36	0	3234	3234
June/37	Ō	. 3234	3234
June/38	0	3234	3234
June/39	0	3234	3234
June/40	0	3234	3234
June/41	0	3234	3234
June/42	0	1861	1861
June/43	0	0	0
June/44	0	0	0
June/45	· 0	0	0
June/46	. 0	. 0	0
June/47	0	0	0
June/48	0	0	0
June/49	0	. O	0
June/50	Ō	Ō	. 0
June/51	ō	Ō	0
June/52	Ō	Ō	. 0
June/53	ō	Ō	. 0
June/54	0	0	0
June/55	0	0	0
June/56	0	0	0
June/57	0	0	0
June/58	0	0	0
Total	0	76953	76953

E4