

Client Name: **Warren & Daiyan Bennett Superannuation Fund**



Year / Period Ended: **30/06/2021**

SMSF FINANCIAL STATEMENTS & ITR REVIEW CHECKLIST

	Y/N	N/A	Comments / Notes
A	✓		
B		✓	
C	✓		
D	✓		
E	✓		
F		✓	
G	✓		
H	✓		
I		✓	
J		✓	

(All other work papers as per Class account codes)

BEFORE commencing the job have you considered the following?

	Y/N	N/A	Comments
1	✓		
2	✓		

AFTER completing the job have you considered the following?

PBL

	Y/N	N/A	W/P Ref
3	✓		
4	✓		
5	✓		
6	✓		
7		✓	
8	✓		
9	✓		
10	✓		
11	✓		
12	✓		

Balance Sheet

13	✓		
14	✓		
15	✓		

ITR

16	✓		
17		✓	
18	✓		
19	✓		
20	✓		

Pre-Manager Review Check

	Y/N	N/A	Comments
21	✓		
22		✓	
23	✓		
24	✓		
25	✓		
26	✓		
27		✓	
28	✓		
29	✓		
30	✓		

Additional SMSF Matters

	Y/N	N/A	Comments
31	✓		
32	✓		
33	✓		
34	✓		
35	✓		
36	✓		
37	✓		
38	✓		
39		✓	
40	✓		
41		✓	
42	✓		
43		✓	
44		✓	
45		✓	
46		✓	
47		✓	
48	✓		
49	✓		
50	✓		
51	✓		
52		✓	
53	✓		

Pre - Audit Check

	Y/N	N/A	Comments
53	✓		
54		✓	
55	✓		
56	✓		
57		✓	
58	✓		
59	✓		
60	✓		

Prepared by: MA Initials: _____ Date: 5/05/2023
 Reviewed by: _____ Initials: _____ Date: _____

Value Add Ideas:

- | | | | |
|---|-------------------------------|----|--|
| 1 | Taxation planning | 9 | Assistance in Refinancing |
| 2 | Benchmarking | 10 | Improved bookkeeping/tax compliance |
| 3 | Super co-contribution | 11 | Automation of account procedures |
| 4 | Salary sacrificing | 12 | Risk & general insurance needs |
| 5 | Government Grants/Rebates | 13 | Superannuation/retirement issues |
| 6 | Cash Flow/Budget preparation | 14 | Investment planning/review |
| 7 | Management Assistance/reviews | 15 | Indirect taxes (eg. FBT, Payroll Tax, GST) |
| 8 | Asset Protection | 16 | Business Succession Issues |

Warren & Daiyan Bennett Superannuation Fund

Detailed Trial Balance as at 30 June 2022

Prior Year		Description	Current Year	
Debits	Credits		Debits	Credits
INCOME				
Contributions - Member - Personal Concessional				
-	25,000.00		-	-
-	25,000.00	I1 Mr Warren 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	-	I2 57/7-15 Varsityview Ct, SIPPY DOWNS	-	88,780.08 ✓
13,455.17	-	I3 76/7-15 Varsityview Ct, SIPPY DOWNS	-	90,170.83 ✓
Increase in Market Value - Units In Unlisted Unit Trusts				
2.00	-	I4 Grand Palais Investment Trust	4,652.31 ✓	-
General Taxable Income - Units In Unlisted Unit Trusts				
-	35,000.00	I5 Grand Palais Investment Trust	-	32,000.00 ✓
-	-	I6 The Grange Unit Trust	-	110,400.00 ✓
-	46,000.00	The Grange Unit Trust	-	-
Interest - Cash At Bank				
-	771.53	I7 Bank of Qld Savings a/c 21729625	-	322.78 ✓
Rent - Direct Property				
-	41,590.52	I8 57/7-15 Varsityview Ct, SIPPY DOWNS	-	38,234.84 ✓
-	34,180.00	I9 76/7-15 Varsityview Ct, SIPPY DOWNS	-	34,743.27 ✓
-	-	I10 Fee Refund	-	262.24 ✓
EXPENSE				
Pensions Paid - Mr Warren Bennett				
1,010.00	-	E1 ABP - 100% Tax Free (1)	1,060.00 ✓	-
2,600.95	-	E2 Accountancy Fee	2,781.80 ✓	-
2.60	-	E3 Bank Fees - Cash At Bank Bank of Qld Savings a/c 21729625	5.85 ✓	-
Depreciation - Capital Allowances - Direct Property				
243.25	-	E4 57/7-15 Varsityview Ct, SIPPY DOWNS	256.94 ✓	-
90.83	-	E5 76/7-15 Varsityview Ct, SIPPY DOWNS	170.83 ✓	-
447.26	-	E6 Establishment Fee	447.26 ✓	-
328.00	-	E7 Filing Fees	332.00 ✓	-
General Expenses - Units In Unlisted Unit Trusts				
353.80	-	E8 Grand Palais Investment Trust	880.40 ✓	-
1,540.00	-	E9 The Grange Unit Trust	1,497.00 ✓	-
Property Expenses - Body Corporate - Direct Property				
6,706.16	-	E10 57/7-15 Varsityview Ct, SIPPY DOWNS	6,458.12 ✓	-
6,706.16	-	E11 76/7-15 Varsityview Ct, SIPPY DOWNS	6,458.42 ✓	-
Property Expenses - Cleaning - Direct Property				
150.00	-	E12 57/7-15 Varsityview Ct, SIPPY DOWNS	319.00 ✓	-
Property Expenses - Council Rates - Direct				

Warren & Daiyan Bennett Superannuation Fund

Detailed 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 DOWNS	2,387.78	✓	-
2,256.66	-	E14 76/7-15 Varsityview Ct, SIPPY DOWNS	2,387.78	✓	-
600.20	-	Property Expenses - Insurance Premium - Direct Property E15 57/7-15 Varsityview Ct, SIPPY DOWNS	244.38	✓	-
454.31	-	E16 76/7-15 Varsityview Ct, SIPPY DOWNS	732.78	✓	-
-	-	Property Expenses - Low Cost Assets - Direct Property E17 76/7-15 Varsityview Ct, SIPPY DOWNS	500.62	✓	-
80.00	-	Property Expenses - Repairs Maintenance - Direct Property 57/7-15 Varsityview Ct, SIPPY DOWNS	-		-
839.88	-	Property Expenses - Sundry Expenses - Direct Property E18 57/7-15 Varsityview Ct, SIPPY DOWNS	839.88	✓	-
947.44	-	E19 76/7-15 Varsityview Ct, SIPPY DOWNS	839.88	✓	-
1,534.72	-	Property Expenses - Water Rates - Direct Property E20 57/7-15 Varsityview Ct, SIPPY DOWNS	1,731.38	✓	-
1,971.55	-	E21 76/7-15 Varsityview Ct, SIPPY DOWNS	1,835.34	✓	-
259.00	-	SMSF Supervisory Levy	259.00		-
INCOME TAX					
24,996.15	-	Income Tax Expense	30,027.15		-
PROFIT & LOSS CLEARING ACCOUNT					
269,755.55	-	Profit & Loss Clearing Account	355,308.14		-
ASSETS					
260,000.00	-	Direct Property A1 57/7-15 Varsityview Ct, SIPPY DOWNS	350,000.00	✓	-
260,000.00	-	A2 76/7-15 Varsityview Ct, SIPPY DOWNS	350,000.00	✓	-
155,077.00	-	Units In Unlisted Unit Trusts A3 Grand Palais Investment Trust	150,424.69	✓	-
532,373.86	-	A4 The Grange Unit Trust	532,373.86	✓	-
109,215.77	-	Cash At Bank 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	L1 Provision for Income Tax	-		30,027.15 ✓
13,632.00	-	A7 Income Tax Instalments Paid	15,632.00	✓	-
-	13,632.00	L2 Activity Statement Payable/Refundable	-		3,908.00 ✓

MEMBER ENTITLEMENTS

Warren & Daiyan Bennett Superannuation Fund

Detailed Trial Balance as at 30 June 2022

Prior Year		Description	Current Year	
Debits	Credits		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
<u>1,707,383.44</u>	<u>1,707,383.44</u>		<u>2,104,543.57</u>	<u>2,104,543.57</u>

May Aung

From: Kim Jay
Sent: Saturday, 6 May 2023 3:31 PM
To: 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:-

1. BOQ bank statement ending a/c 9625 from 26/05/22 to 01/06/22.
Per attached.
2. 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 Miscellaneous 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	
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													\$0.00
Refund Funds Received By Mistake											\$5,000.00		\$5,000.00

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	

Breakdown of \$17,540

Jul to Sep 2020	\$3,408
Oct to Dec 20	\$3,408
Jan to Mar 21	\$3,408
Apr to Jun 21	\$3,408
Jul to Sep 21	\$3,908

July 21 to June 22

Rental Payment from SCPR
Unit 76

For our own information

Tenants Weekly Rent	Wkly Rent	Car Park Lease	Name	Lease Ends
76A	\$195.00		Max Heemala	11/01/2023
76B including car park	\$189.00	\$6.00	Matthew Johnson	???
76C	\$189.00		Bhagwati Neupane	20/06/2022
76D including car park	\$198.00	\$7.00	Mami Okazaki	???
Total Wkly rent	\$771.00			

Notes if any
U76 weekly staatement says weekly rent \$195 but lease says \$189???
12 mths lease to be renewed to June 2023 and weekly rent reamins \$189

Jul-21	8/07/2021	\$304.49	
Bank Statement	15/07/2021	\$873.65	
	22/07/2021	\$523.31	
	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	\$228.70	
Bank Statement	18/11/2021	\$1,066.53	
	25/11/2021	\$350.64	
	1/12/2021	\$1,040.96	\$2,986.83
Dec-21	9/12/2021	\$350.64	
Bank Statement	16/12/2021	\$1,066.53	
	23/12/2021	\$350.64	
	30/12/2021	\$1,040.96	\$2,808.77
Jan-22	4/01/2022	\$172.58	
Bank Statement	13/01/2022	\$1,251.91	
	20/01/2022	\$350.64	
	27/01/2022	\$991.26	
	1/02/2022	\$172.58	\$2,938.97
Feb-22	10/02/2022	\$1,033.05	
Bank Statement	17/02/2022	\$172.58	
	24/02/2022	\$743.90	
	1/03/2022	\$345.16	\$2,294.69
Mar-22	10/03/2022	\$1,073.85	
Bank Statement	17/03/2022	\$485.19	
	24/03/2022	\$1,035.48	
	1/04/2022	\$534.18	\$2,988.67
Apr-22	7/04/2022	\$895.79	
Bank Statement	14/04/2022	\$350.64	
	21/04/2022	\$1,040.96	
	28/04/2022	\$523.22	\$2,810.61
May-22	3/05/2022	\$350.64	
Bank Statement	12/05/2022	\$1,720.17	
	19/05/2022	\$350.64	
	26/05/2022	\$350.64	
	31/05/2022	\$1,066.54	\$3,847.63
Jun-22	9/06/2022	\$350.64	
Bank Statement	16/06/2022	\$1,040.96	
	18/06/2022	\$1,073.85	
	30/06/2022	\$350.64	\$2,816.09

\$35,893.27

This Spressheet SCPR Statement
\$35,893.27 35893.27

SMSF Tax Return Summery
35893.27

Discrepancy Between 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

Description	Tax Return Ref.	Amount
<u>Income</u>		
Section B		
Total Gross Rent and Other Leasing & Hiring Income	B	72,978.00
Total Gross Interest	C	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
<u>Deductions</u>		
Section C		
Total Capital Works Deductions	D	6,275.00
Total Deduction for Decline in Value of Depreciating Assets	E	413.00
Total Investment Expenses	I	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) O	200,181.00
<u>Income Tax Calculation Statement</u>		
Section 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	C	0.00
SUBTOTAL		30,027.15
Total Eligible Credits		0.00
Net Tax Payable		30,027.15
Total PAYG Instalments Raised	K	15,632.00
Total Supervisory Levy	L	259.00
Total Amount Due / (Refundable)		14,654.15

Annual Pension Review Statement

For the Financial Year 2022 / 2023

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

For the remainder of the year (if applicable), all assets were segregated. During the period where there were unsegregated assets, the exempt proportion of assessable income is calculated as follows:

	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,



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

APPENDIX 1: INFORMATION YOU HAVE PROVIDED

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

APPENDIX 2:

Description of Member Cash Transaction Types

Transaction Type	Includes
Concessional Contribution	One off and regular Concessional contributions
Non-Concessional Contribution	Non-Concessional Contributions
Transfer In	Transfers from outside the fund into accumulation accounts including Rollovers In and Insurance claims received.
Non Retirement Withdrawal	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 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.
Retirement Withdrawal	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 Based Pension accounts. Includes pension drawdowns, lump sum benefits, death benefits, rollovers out, insurance premiums.

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 Balance	\$	0.00 \$	0.00 Cr	
	05/06/2022	TFR FROM 021399338	\$	27,500.00 \$	27,500.00 Cr	
Total Mrs Daiyan Bennett		\$	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 Total				1,382,798.55	174,298.60

I2
I3
I4
A1
A2
A3
A4

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	<u>(5,502.12)</u>	<u>(12,396.19)</u>
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	<u>(9,170.29)</u>	<u>(20,660.32)</u>
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	<u>(3,668.17)</u>	<u>(8,264.13)</u>
Total Beneficiary Funds	<u>(18,340.58)</u>	<u>(41,320.64)</u>

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

	<i>Note</i>	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
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		102,103.15	51,068.59
Drawings		(110,400.00)	(46,000.00)
		(3,228.26)	5,068.59
SPICER INVESTMENT GROUP PTY LTD			
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

Bank of Qld Savings a/c 21729625

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

Body Corporate Levy

\$6,457.82

Borrowing expenses

\$0.00

Cleaning

\$319.00

Council Rates

\$2,387.78

Capital Allowances

\$0.00

Gardening

\$0.00

Insurance

\$244.38

Interest on Loans

\$0.00

Internet

\$839.88

Land Tax

\$0.00

Legal fees

\$0.00

Pest Control

\$0.00

Property Agent Fees and commission

\$0.00

Repairs and maintenance

\$1,476.86

RTA

\$3,024.00

Stationery. Telephone and postage

\$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**



Pls see bank statements for the other 3 x bond lodgements

LS4TH3RG5M-BP03



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

BPAY Receipt

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 (Emergency)
Bond Lodgements
to RTA

Your BPAY payment has been processed

Rooming accommodation agreement (Form R18)

Residential Tenancies and Rooming Accommodation Act 2008



Part 1 Rooming accommodation details

Item 1 **1.1 Agent or manager/provider**

Name/trading name **W & D Super 8 Pty Ltd**

Address

34 Aroona Avenue, Buddina Qld Postcode **4575**

1.2 Phone Mobile Email

0419 658 528 **jamesssc@bigpond.net.au**

Item 2 **2.1 Resident/s**

Resident 1 Full name/s **Kiersten Purcell**

Phone **0401 012 254** Email **kiersten@purcellshouse.com**

Resident 2 Full name/s

Phone Email

2.2 Address for service (if different from address of the premises in item 6.1). Attach a separate list

Item 3 **3.1 Manager/provider's agent** If applicable. See clause 28

Name/trading name

Address

Postcode

3.2 Phone Mobile Email

Item 4 **4.1 Resident's representative for notices** If applicable. See clause 29

Name/trading name

Address

Postcode

4.2 Phone Mobile Email

Item 5 **Notices may be given to**
(Indicate if the email is different from item 1, 2 or 3 above)

5.1 Agent or manager/provider

Email Yes No Facsimile Yes No

5.2 Resident/s

Email Yes No Facsimile Yes No

5.3 Provider's agent

Email Yes No Facsimile Yes No

5.4 Resident's representative

Email Yes No Facsimile Yes No

Item 6 **6.1 Address of the rental premises**

Room no. **A**

57/7 Varsityview Court, Sippy Downs Postcode **4556**

6.2 Inclusions provided Insert inclusions, for example, furniture or other household goods let with the premises. Attach list if necessary.

As per entry condition report and inventory report



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 periodic agreement

7.2 Starting on 7.3 Ending on

Fixed term agreements only. For continuation of agreement, see clause 5

Item 8 Rent per week fortnight See clause 6(1)

Item 9 Breakdown of rent

Accommodation	\$	Other services (attach a list if necessary)	<input type="text" value="\$ As Per Item 15"/>
Food service	\$ N/A		
Personal care service	\$ N/A		

Item 10 Rent must be paid on the day of each

Insert day. See clause 6(2) Insert week/fortnight

Item 11 Method of rent payment Insert the way the rent must be paid. See clause 6(3)

Details for direct credit

Bank/building society/credit union

BSB no. Account name

Account no. Payment reference

Item 12 Place of rent payment Insert where the rent must be paid. See clause 6(4) to 6(6)

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 See clause 11

Item 15 Services to be provided Attach list if necessary

Item 16 Utility services for which the resident must pay See clause 13

Item 17 House rules have been provided to the resident/s Yes No See clause 16

Item 18 18.1 Number of persons allowed to reside in the room

18.2 Number of persons allowed to reside at the rental premises See clause 17

Item 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 Number Type Number

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

- (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.
- (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.

Rooming accommodation agreement (Form R18)

Residential Tenancies and Rooming Accommodation Act 2008



- (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**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
 - (ii) 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.

Rooming accommodation agreement (Form R18)

Residential Tenancies and Rooming Accommodation Act 2008



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.

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

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- (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

- (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.
- (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

- (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).



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

Signature

Danya Banta

Date 23/11/21

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

Signature

K Purcell

Date 21.11.21

Signature of resident 2

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

Print name

Signature

Date

Rooming accommodation agreement (Form R18)

Residential Tenancies and Rooming Accommodation Act 2008



Part 1 Rooming accommodation details

Item 1

1.1 Agent or manager/provider

Name/trading name **W & D Super 8 Pty Ltd**

Address

34 Aroona Avenue, Buddina Qld

Postcode **4575**

1.2 Phone

Mobile

Email

0419 658 528

jamesssc@bigpond.net.au

Item 2

2.1 Resident/s

Resident 1 Full name/s **Sebastian Emery**

Phone **0448 689 290**

Email **sebastian.emery15@gmail.com**

Resident 2 Full name/s

Phone

Email

2.2 Address for service (if different from address of the premises in Item 6.1). Attach a separate list

Item 3

3.1 Manager/provider's agent If applicable. See clause 28

Name/trading name **W & D Super 8 Pty Ltd**

Address

34 Aroona Avenue, Buddina Qld

Postcode **4575**

3.2 Phone

Mobile

Email

0419 658 528

jamesssc@bigpond.net.au

Item 4

4.1 Resident's representative for notices If applicable. See clause 29

Name/trading name

Address

Postcode

4.2 Phone

Mobile

Email

Item 5

Notices may be given to

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

5.1 Agent or manager/provider

Email Yes No

Facsimile Yes No

5.2 Resident/s

Email Yes No

Facsimile Yes No

5.3 Provider's agent

Email Yes No

Facsimile Yes No

5.4 Resident's representative

Email Yes No

Facsimile Yes No

Item 6

6.1 Address of the rental premises

Room no. **B**

57/7 Varsityview Court, Sippy Downs

Postcode **4556**

6.2 Inclusions provided Insert inclusions, for example, furniture or other household goods let with the premises. Attach list if necessary.

As per entry condition report and inventory report



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Item 7.1 The term of the agreement is fixed term agreement periodic agreement

Item 7.2 Starting on **Item 7.3** Ending on

Fixed term agreements only. For continuation of agreement, see clause 5

Item 8 Rent per week fortnight See clause 6(1)

Item 9 Breakdown of rent

Accommodation	\$	Other services (attach a list if necessary)	\$ As Per Item 15
Food service	\$ N/A		
Personal care service	\$ N/A		

Item 10 Rent must be paid on the day of each

Insert day. See clause 6(2)

Insert week/fortnight

Item 11 Method of rent payment Insert the way the rent must be paid. See clause 6(3)

Details for direct credit

Bank/building society/credit union

BSB no. Account name

Account no. Payment reference

Item 12 Place of rent payment Insert where the rent must be paid. See clause 6(4) to 6(6)

Item 13.1 13.1 Can the rent be increased? Yes No

Item 13.2 13.2 How will the rent increase be calculated?

Item 13.3 13.3 When will the rent increase start?

Starting on See clause 8

Item 14 Rental bond amount See clause 11

Item 15 Services to be provided Attach list if necessary

Item 16 Utility services for which the resident must pay See clause 13

Item 17 House rules have been provided to the resident/s Yes No See clause 16

Item 18.1 18.1 Number of persons allowed to reside in the room

Item 18.2 18.2 Number of persons allowed to reside at the rental premises See clause 17

Item 19.1 19.1 Pets approved Yes No See clause 18(1)

Item 19.2 19.2 The types and number of pets that may be kept See clause 18(2)

Type Number Type Number

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

- (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.
- (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.

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- (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

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
 - (ii) 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.

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**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.
- 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

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- (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

- (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.
- (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

- (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/trading name

W & D Super 8 Pty Ltd

Signature

[Handwritten Signature]

Date 8/11/2021

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

* *S.C. Emery* *

Date 5/11/21

Signature of resident 2

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

Print name

Signature

Date

Rooming accommodation agreement (Form R18)

Residential Tenancies and Rooming Accommodation Act 2008

Part 1 Rooming accommodation details

Item 1 1.1 Address of the rental premises

Room no.	D	7 - 15 Varsityview Court
Sippy Downs Qld		Postcode 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
Address	
34 Aroona Avenue Buddina Qld	Postcode 4575

1.4 Phone Mobile Email

	0419 658 528	jamesssc@bigpond.net.au
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Item 2 2.1 Resident/s

Resident 1 Full name/s	Awhina Dalton-Edwards		
Phone	0455420228	Email	awhinaaedwards@gmail.com
Resident 2 Full name/s	A.D.E		
Phone	0455420228	Email	

2.2 Address for service (if different from address of the premises in item 1.1). Attach a separate list

Item 3 3.1 Manager/provider's agent If applicable. See clause 28

Name/trading name	
Address	
	Postcode

3.2 Phone Mobile Email

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Item 4 4.1 Resident's representative for notices If applicable. See clause 29

Name/trading name	
Address	
	Postcode

4.2 Phone Mobile Email

--	--	--

Item 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 Facsimile Yes No

5.2 Resident/s

Email Yes No Facsimile Yes No

5.3 Provider's agent

Email Yes No Facsimile Yes No

5.4 Resident's representative

Email Yes No Facsimile Yes No

Item 6 6.1 Inclusions provided Insert inclusions, for example, furniture or other household goods let with the premises. Attach list if necessary.

Entry condition report and inventory report plus newly purchased inventory (if any)

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 periodic agreement

7.2 Starting on 7.3 Ending on

Fixed term agreements only. For continuation of agreement, see clause 5

Item 8 Rent per week 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	<input type="text"/>	Other services (attach a list if necessary)	<input type="text" value="See Item 15"/>
Food service	<input type="text"/>		
Personal care service See clause 30	<input type="text"/>		

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 day of each

Insert day. See clause 6(2)

Insert week/fortnight

Item 11 Method of rent payment Insert the way the rent must be paid. See clause 6(3)

Details for direct credit

Bank/building society/credit union

BSB no. Account name

Account no. Payment reference

Item 12 Place of rent payment Insert where the rent must be paid. See clause 6(4) to 6(6)

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 See clause 11

Item 15 Services to be provided Attach list if necessary

Item 16 Utility services for which the resident must pay See clause 13

Item 17 House rules have been provided to the resident/s Yes No See clause 16

Item 18 18.1 Number of persons allowed to reside in the room

18.2 Number of persons allowed to reside at the rental premises See clause 17

Item 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)

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 6.1; 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

- (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.
- (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

- (1) This clause applies only if a rental bond is payable, or has 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

- (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 –

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

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
 - (ii) subject to any agreement with the resident about cleaning the resident's room or common areas

- (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 –
- to use the resident's room and common areas only or mainly as a place of residence;
 - not to use the resident's room or common areas for an illegal purpose;
 - 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;
 - to pay the rent when it falls due;
 - not to keep an animal on the rental premises without the provider's permission;
 - 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;
 - to keep the resident's room and inclusions clean, having regard to their condition at the start of this agreement;
 - 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 –

- allowing newspapers to build up in the resident's room
- 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.
- The provider must give the resident a copy of the house rules for the rental premises before entering into this agreement.
- 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.
- 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 –
 - proposed changes and the day the changes are to take effect;
 - that the resident may object to the changes and how an objection may be made.
- 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.
- No more than the number of persons stated in this agreement for item 18.2 may reside at the rental premises.
- However, more people may reside in the room or at the rental premises if the resident and the provider agree.

18 Pets

- The resident may keep pets on the rental premises only if this agreement states for item 19.1 that pets are approved.
- If this agreement states for item 19.1 that pets are approved and this agreement states for item 19.2 that only –
 - a particular type of pet may be kept, only that type may be kept; or
 - a particular number of pets may be kept, only that number may be kept; or
 - a particular number of a particular type of pet may be kept, only that number of that type may be kept.

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.
- The provider must give the resident a key for each lock that secures an entry to the following –
 - the resident's room;
 - a building or building within which the resident's room and common areas are situated.
- The resident must not make a copy of the key without the provider's permission.
- 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 –
 - risk to the resident's safety; or
 - theft of, or damage to, the resident's belongings.
- 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.

- 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
- If the provider does agree, the resident must comply with the terms of the provider's agreement.
 - The provider must not act unreasonably in failing to agree.
 - If the resident attaches a fixture, or makes a structural change, to the rental premises without the provider's agreement, the provider may –
 - take action for a breach of a term of this agreement; or
 - waive the breach (that is, not take action for the breach) and treat the fixture or change as an improvement to the 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

- (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.
- (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,

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
 - (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)

This agreement is signed in conjunction 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

Name/trading name

W & D Super 8 Pty Ltd

Signature

[Handwritten signature]

Date

26/04/22

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

Signature

[Handwritten signature: Edwards]

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

[Empty box for print name]

Signature

[Empty box for signature]

Date

[Empty box for date]

Rooming accommodation agreement (Form R18)

Residential Tenancies and Rooming Accommodation Act 2008



Part 1 Rooming accommodation details

Item 1 1.1 **Agent or manager/provider**
 Name/trading name W & D Super 8 Pty Ltd
 Address
34 Arona Avenue, Buddina Qld Postcode 4575
 1.2 Phone _____ Mobile 0419 658 528 Email jamesssc@bigpond.net.au

Item 2 2.1 **Resident/s**
 Resident 1 Full name/s Jamila Rai
 Phone 0451 598 020 Email rungmangjamila@gmail.com
 Resident 2 Full name/s _____
 Phone _____ Email _____

2.2 **Address for service** (if different from address of the premises in item 6.1). Attach a separate list

Item 3 3.1 **Manager/provider's agent** If applicable. See clause 28
 Name/trading name W & D Super 8 Pty Ltd
 Address
34 Arona Avenue, Buddina Qld Postcode 4575
 3.2 Phone _____ Mobile 0419 658 528 Email jamesssc@bigpond.net.au

Item 4 4.1 **Resident's representative for notices** If applicable. See clause 29
 Name/trading name _____
 Address _____
 _____ Postcode _____
 4.2 Phone _____ Mobile _____ Email _____

Item 5 **Notices may be given to**
 (Indicate if the email is different from item 1, 2 or 3 above)

5.1 **Agent or manager/provider**
 Email Yes No _____ Facsimile Yes No _____

5.2 **Resident/s**
 Email Yes No _____ Facsimile Yes No _____

5.3 **Provider's agent**
 Email Yes No _____ Facsimile Yes No _____

5.4 **Resident's representative**
 Email Yes No _____ Facsimile Yes No _____

Item 6 6.1 **Address of the rental premises**
 Room no. C
57/7 Varsityview Court, Sippy Downs Postcode 4556

6.2 **Inclusions provided** Insert inclusions, for example, furniture or other household goods let with the premises. Attach list if necessary.
As per entry condition report/inventory report and updated notes (if any)



Item 7.1 The term of the agreement is fixed term agreement periodic agreement

7.2 Starting on 01/02/22 7.3 Ending on 01/08/22

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

Item 8 Rent \$ 189.00 per week fortnight See clause 6(1)

Item 9 Breakdown of rent

Accommodation	\$ 189.00	Other services	\$ As Per Item 15
Food service	\$ N/A	(attach a list if necessary)	
Personal care service	\$ N/A		

Item 10 Rent must be paid on the Monday day of each fortnight
Insert day. See clause 6(2) Insert week/fortnight

Item 11 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

Item 12 Place of rent payment Insert where the rent must be paid. See clause 6(4) to 6(6)

Bank of Queensland

Item 13.1 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 15 Services to be provided Attach list if necessary

Utilities, internet facilities, kitchen and laundry ware

Item 16 Utility services for which the resident must pay See clause 13

Excessive usage of electricity, water - See Residents' Book

Item 17 House rules have been provided to the resident/s Yes No See clause 16

Item 18.1 Number of persons allowed to reside in the room

18.2 Number of persons allowed to reside at the rental premises See clause 17

Item 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 Type N/A Number

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

- (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.
- (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

- (1) This clause applies if –
- 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
 - 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 personal care service;
 - 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 –
- if a special term requires the bond to be paid at a stated time – at the stated time; or
 - if a special term requires the bond to be paid by instalments – by instalments; or
 - 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 –
- the rent increases and the provider gives notice to the resident to increase the bond; and
 - the notice is given at least 11 months after –
 - this agreement started; or
 - 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 –

- the service is stated in this agreement for item 16; and
- 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 –
- 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;
 - to take reasonable steps to ensure the resident –
 - always has access to the resident's room and to bathroom and toilet facilities; and
 - has reasonable access to any other common areas;
 - to take reasonable steps to ensure the security of the resident's room and the resident's personal property in the room;
 - 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;
 - to take reasonable steps to ensure the resident's room and common areas and facilities provided in the room and areas –
 - 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;
 - not to unreasonably restrict the resident's guests in visiting the resident;
 - 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.

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

Rooming accommodation agreement (Form R18)

Residential Tenancies and Rooming Accommodation Act 2008



- (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

- (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.
- (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

- (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).



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.

[Empty box for special terms]

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

[Handwritten signature]

Date 23/11/2021

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

[Handwritten signature]

Date 18/11/2021

Signature of resident 2

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

Print name

[Empty box for print name]

Signature

[Empty box for signature and date]

RENTAL PROPERTY SCHEDULE

July to June

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

U76/7-15 Varsityview Court, Sippy Downs Q 4556

Gross Rent & Other Income

35,893

less rent reversal per bank statement on 2/7/21=(\$1,150)
total rent 2022 = \$34,743.27 ✓

Expenditure

Advertising for tenants

\$0.00

Body Corporate Levy

\$6,458.72

Borrowing expenses

\$0.00

Cleaning

\$0.00

Council Rates

\$2,387.78

Capital Allowances

\$0.00

Gardening

\$0.00

Insurance

\$732.78

Interest on Loans

\$0.00

Internet

\$839.88

Land Tax

\$0.00

Legal fees

\$0.00

Pest Control

\$0.00

Property Agent Fees and commission

\$0.00

Repairs and maintenance/Capital work dedns

\$268.00

RTA

\$0.00

Stationery. Telephone and postage

\$0.00

Water Charges

\$1,834.43

Sundry rental expenses

\$0.00

Refund of Payment

\$0.00

Total Expenditure

12,522

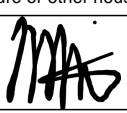
GROSS RENT LESS TOTAL EXPENSES BEFORE DEPRECIATION

\$23,372

Rooming accommodation agreement (Form R18)

Residential Tenancies and Rooming Accommodation Act 2008

Part 1 Rooming accommodation details

Item 1	1.1 Address of the rental premises		
	Room no.	76A	7-15 Varistyview Court
Sippy Down QLD		Postcode	4556
1.2 Type of rooming accommodation (tick <input checked="" type="checkbox"/> if applicable)			
<input type="checkbox"/> Level 1 <input type="checkbox"/> Level 2 <input type="checkbox"/> Level 3 <input checked="" type="checkbox"/> 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 INSTRUMENT 718720229		
Address			
C/- Sunshine Coast Property Rentals, Office 106 Nicklin Way, Warana Qld		Postcode	4556
1.4 Phone		Mobile	Email
(07) 5493 7069			pm5@sunshinecoastpropertyrentals.com
Item 2	2.1 Resident/s		
	Resident 1 Full name/s	Max Heremaia	
Phone	0484 330 784	Email	maxheremaia@gmail.com
Resident 2 Full name/s			
Phone		Email	
2.2 Address for service (if different from address of the premises in item 1.1). Attach a separate list			
Item 3	3.1 Manager/provider's agent If applicable. See clause 28		
	Name/trading name	KMJ Investments Pty Ltd atf MC Investments Trust T/as Sunshine Coast Property Rentals Group	
Address			
Suite 2, 14-20 Aerodrome Road, Maroochydore QLD		Postcode	4558
3.2 Phone		Mobile	Email
(07) 5493 7069			info@sunshinecoastpropertyrentals.com
Item 4	4.1 Resident's representative for notices If applicable. See clause 29		
	Name/trading name	N/A	
Address			
		Postcode	
4.2 Phone		Mobile	Email
Item 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 <input checked="" type="checkbox"/> No <input type="checkbox"/>	pm5@sunshinecoastpropertyrentals.com	Facsimile Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
5.2 Resident/s			
Email	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	maxheremaia@gmail.com	Facsimile Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
5.3 Provider's agent			
Email	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Facsimile Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
5.4 Resident's representative			
Email	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Facsimile Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Item 6	6.1 Inclusions provided Insert inclusions, for example, furniture or other household goods let with the premises. Attach list if necessary.		
	Refer to Entry Condition Report & Inventory 		



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 periodic agreement

MAS

7.2 Starting on **13 / 01 / 2022** 7.3 Ending on **11 / 01 / 2023**

Fixed term agreements only. For continuation of agreement, see clause 5

Item 8 Rent \$ **189.00** per week 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	\$ 189.00	Other services (attach a list if necessary)	
Food service	\$ <i>MAS</i>		
Personal care service See clause 30	\$ <i>MAS</i>		

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 **Due** day of each **Week**
Insert day. See clause 6(2) Insert week/fortnight

Item 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 7 2 7** Payment reference **R1146**

Item 12 Place of rent payment Insert where the rent must be paid. See clause 6(4) to 6(6)

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 15 Services to be provided Attach list if necessary

Internet, Electricity, Local Phone Calls & Water

Item 16 Utility services for which the resident must pay See clause 13

N/A

Item 17 House rules have been provided to the resident/s Yes No See clause 16

Item 18 18.1 Number of persons allowed to reside in the room **1**

18.2 Number of persons allowed to reside at the rental premises **5** See clause 17

Item 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 **Not Permitted** Number Type **Not Permitted** Number

Rooming accommodation agreement (Form R18)

Residential Tenancies and Rooming Accommodation Act 2008

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
- a reference to a numbered section is a reference to the section in the Act with that number; and
- a reference to a numbered item is a reference to the item with that number in part 1; and
- a reference to a numbered clause is a reference to the clause of this agreement with that number.

2 Terms of a 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.
 - 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 as terms of this agreement.
 - The provider and resident may agree on other terms of this agreement (*special terms*).
 - A duty or entitlement under the Act overrides a standard term or special term if the term is inconsistent with the duty or entitlement.
 - A standard term overrides a special term if they are inconsistent.
- Note-*
Some breaches of this agreement may also be an offence under the Act, for example, if -
- the 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

- Written agreement required s77 (4)
The agreement must—
 - be written in a clear and precise way; and
 - 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
 - state the amount of rent payable, when it is payable and how it must be paid; and
 - 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
 - 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.
- 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.

- The provider must prepare, in the approved form, sign and give the resident 1 copy of a condition report for the room.
- 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 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;
 - 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.

- 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

- This clause applies if -
 - under this agreement, rooming accommodation is provided to the resident for a fixed term; and
 - 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.
- 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.
- The rent must be paid at the times stated in this agreement for item 10.
- The rent must be paid -
 - in the way stated in this agreement for item 11; or
 - 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
 - the other party agreeing to the proposal in writing; or
 - 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).

- The rent must be paid at the place stated in this agreement for item 12.
- 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 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

- (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

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
 - (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.

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.

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).

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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

- (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.
- (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

- (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
- (b) help in managing the resident's financial affairs.


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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

Lisa 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

[Handwritten signature]

Date

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

/ /

Rooming accommodation agreement (Form R18)

Residential Tenancies and Rooming Accommodation Act 2008

Part 1 Rooming accommodation details

Item 1	1.1 Address of the rental premises	
	Room no. 76B	7-15 Varistyview Court
Sippy Down QLD		Postcode 4556

1.2 Type of rooming accommodation

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 INSTRUMENT 718720229**

Address

C/- Sunshine Coast Property Rentals, Office 106 Nicklin Way, Warana Qld Postcode **4556**

1.4 Phone	Mobile	Email
(07) 5493 7069		pm5@sunshinecoastpropertyrentals.com


Item 2	2.1 Resident/s	
	Resident 1	Full name/s Benjamin Michael Winkless
Phone 0475 063 915		Email ben_winkless@hotmail.com
Resident 2		Full name/s
Phone		Email

2.2 Address for service (if different from address of the premises in item 1.1). Attach a separate list

Item 3	3.1 Manager/provider's agent <small>If applicable. See clause 28</small>		
	Name/trading name KMJ Investments Pty Ltd atf MC Investments Trust T/as Sunshine Coast Property Rentals Group		
Address		Postcode	
106 Nicklin Way, Warana QLD		4575	
3.2 Phone		Mobile	Email
(07) 5493 7069			reception@sunshinecoastpropertyrentals.com

Item 4	4.1 Resident's representative for notices <small>If applicable. See clause 29</small>		
	Name/trading name N/A		
Address		Postcode	
4.2 Phone		Mobile	Email

Item 5	Notices may be given to <small>(Indicate if the email is different from item 1, 2, 3 or 4 above)</small>	
	5.1 Agent or manager/provider	
	Email Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> pm5@sunshinecoastpropertyrentals.com	Facsimile Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	5.2 Resident/s	
Email Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> ben_winkless@hotmail.com	Facsimile Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
5.3 Provider's agent		
Email Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Facsimile Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
5.4 Resident's representative		
Email Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Facsimile Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	

Item 6	6.1 Inclusions provided <small>Insert inclusions, for example, furniture or other household goods let with the premises. Attach list if necessary.</small>	
	Refer to Entry Condition Report & Inventory	
BW 		

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Item 7 7.1 The term of the agreement is fixed term agreement periodic agreement

7.2 Starting on 7.3 Ending on

Fixed term agreements only. For continuation of agreement, see clause 5

Item 8 8 Rent \$ per week fortnight See clause 6(1)

Item 9 9 Breakdown of rent See clause 3(1e). Please break down amount of rent for each – in either percentage or dollar values.

Accommodation	\$ <input type="text" value="189.00"/>	Other services (attach a list if necessary)	<input type="text" value="\$6.00 - Uncovered Car Space"/>
Food service	\$ <input type="text"/>		
Personal care service See clause 30	\$ <input type="text"/>		

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 10 Rent must be paid on the day of each
Insert day. See clause 6(2) Insert week/fortnight

Item 11 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

BSB no. Account name

Account no. Payment reference

Item 12 12 Place of rent payment Insert where the rent must be paid. See clause 6(4) to 6(6)

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 14 Rental bond amount \$ See clause 11

Item 15 15 Services to be provided Attach list if necessary

Item 16 16 Utility services for which the resident must pay See clause 13

Item 17 17 House rules have been provided to the resident/s Yes No See clause 16

Item 18 18.1 Number of persons allowed to reside in the room

18.2 Number of persons allowed to reside at the rental premises See clause 17

Item 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 Number Type Number

BW

Rooming accommodation agreement (Form R18)

Residential Tenancies and Rooming Accommodation Act 2008



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

- (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.
- (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

- (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.

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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.

- (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
 - (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.

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.

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).

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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

- (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.
- (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

- (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
- (b) help in managing the resident's financial affairs.

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Rooming accommodation agreement (Form R18)

Residential Tenancies and Rooming Accommodation Act 2008



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 2021

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 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 / /

BW

Rooming accommodation agreement (Form R18)

Residential Tenancies and Rooming Accommodation Act 2008

Part 1 Rooming accommodation details

Item 1	1.1 Address of the rental premises	
	Room no. 76C	7-15 Varistyview Court
Sippy Down QLD		Postcode 4556

1.2 Type of rooming accommodation

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 INSTRUMENT 718720229**

Address

C/- Sunshine Coast Property Rentals, Office 106 Nicklin Way, Warana Qld Postcode **4556**

1.4 Phone	Mobile	Email
(07) 5493 7069		pm5@sunshinecoastpropertyrentals.com

Item 2	2.1 Resident/s	
	Resident 1	Full name/s Bhagawati Neupane
	Phone 0420 733 192	Email bhagawatineupane18@gmail.com
	Resident 2	Full name/s
	Phone	Email

2.2 Address for service (if different from address of the premises in item 1.1). Attach a separate list

Item 3	3.1 Manager/provider's agent <small>If applicable. See clause 28</small>		
	Name/trading name KMJ Investments Pty Ltd atf MC Investments Trust T/as Sunshine Coast Property Rentals Group		
	Address		
	106 Nicklin Way, Warana QLD	Postcode 4575	
	3.2 Phone	Mobile	Email
	(07) 5493 7069		reception@sunshinecoastpropertyrentals.com

Item 4	4.1 Resident's representative for notices <small>If applicable. See clause 29</small>		
	Name/trading name N/A		
	Address		
		Postcode	
	4.2 Phone	Mobile	Email

Item 5	Notices may be given to <small>(Indicate if the email is different from item 1, 2, 3 or 4 above)</small>	
	5.1 Agent or manager/provider	
	Email Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> pm5@sunshinecoastpropertyrentals.com	Facsimile Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	5.2 Resident/s	
	Email Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Facsimile Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	5.3 Provider's agent	
	Email Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Facsimile Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	5.4 Resident's representative	
	Email Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Facsimile Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

Item 6	6.1 Inclusions provided <small>Insert inclusions, for example, furniture or other household goods let with the premises. Attach list if necessary.</small>	
	Refer to Entry Condition Report & Inventory	



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Item 7 7.1 The term of the agreement is fixed term agreement periodic agreement

7.2 Starting on 7.3 Ending on

Fixed term agreements only. For continuation of agreement, see clause 5

Item 8 Rent \$ per week 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	\$	<input type="text" value="189.00"/>
Food service	\$	<input type="text"/>
Personal care service See clause 30	\$	<input type="text"/>

Other services
(attach a list if necessary)

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 day of each
Insert day. See clause 6(2) Insert week/fortnight

Item 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

BSB no. Account name

Account no. Payment reference

Item 12 **Place of rent payment** Insert where the rent must be paid. See clause 6(4) to 6(6)

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 \$ See clause 11

Item 15 **Services to be provided** Attach list if necessary

Item 16 **Utility services for which the resident must pay** See clause 13

Item 17 House rules have been provided to the resident/s Yes No See clause 16

Item 18 18.1 Number of persons allowed to reside in the room

18.2 Number of persons allowed to reside at the rental premises See clause 17

Item 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 Number Type Number

BN

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

- (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.
- (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

- (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.

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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.

- (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
 - (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.

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.

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).

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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

- (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.
- (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.

BN

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
- (b) help in managing the resident's financial affairs.

Rooming accommodation agreement (Form R18)

Residential Tenancies and Rooming Accommodation Act 2008



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

Jess Brady

Date Sep 15 2021

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 Neupane

Date Sep 14 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 / /

Rooming accommodation agreement (Form R18)

Residential Tenancies and Rooming Accommodation Act 2008

Part 1 Rooming accommodation details

Item 1	1.1 Address of the rental premises			
	Room no.	76D	7-15 Varistyview Court	
Sippy Down QLD			Postcode	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 INSTRUMENT 718720229
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Address

C/- Sunshine Coast Property Rentals, Office Suite 2, 14-20 Aerodrome Road, Maroochydore QLD	Postcode	4558
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1.4 Phone	Mobile	Email
(07) 5493 7069		pm5@sunshinecoastpropertyrentals.com

Item 2	2.1 Resident/s			
	Resident 1 Full name/s	Mami Okazaki		
	Phone	0423 241 203	Email	okazakimami0227@gmail.com
	Resident 2 Full name/s			
Phone		Email		

2.2 Address for service (if different from address of the premises in item 1.1). Attach a separate list

Item 3	3.1 Manager/provider's agent If applicable. See clause 28			
	Name/trading name	KMJ Investments Pty Ltd atf MC Investments Trust T/as Sunshine Coast Property Rentals Group		
Address				
Suite 2, 14-20 Aerodrome Road, Maroochydore QLD			Postcode	4558

3.2 Phone	Mobile	Email
(07) 5493 7069		pm5@sunshinecoastpropertyrentals.com

Item 4	4.1 Resident's representative for notices If applicable. See clause 29			
	Name/trading name	N/A		
Address				
			Postcode	

4.2 Phone	Mobile	Email

Item 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 <input checked="" type="checkbox"/> No <input type="checkbox"/>	pm5@sunshinecoastpropertyrentals.com	Facsimile	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	5.2 Resident/s				
Email	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	okazakimami0227@gmail.com	Facsimile	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
5.3 Provider's agent					
Email	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Facsimile	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
5.4 Resident's representative					
Email	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Facsimile	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	

Item 6	6.1 Inclusions provided Insert inclusions, for example, furniture or other household goods let with the premises. Attach list if necessary.		
	Refer to Entry Condition Report & Inventory		



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Item 7 7.1 The term of the agreement is fixed term agreement periodic agreement

7.2 Starting on 7.3 Ending on

Fixed term agreements only. For continuation of agreement, see clause 5

Item 8 Rent \$ per week 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	\$ <input type="text" value="210.00"/>	Other services (attach a list if necessary)	<input type="text" value="\$10.00 - Covered Parking Space"/>
Food service	\$ <input type="text"/>		
Personal care service See clause 30	\$ <input type="text"/>		

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 day of each
Insert day. See clause 6(2) Insert week/fortnight

Item 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

BSB no. Account name

Account no. Payment reference

Item 12 **Place of rent payment** Insert where the rent must be paid. See clause 6(4) to 6(6)

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 \$ See clause 11

Item 15 **Services to be provided** Attach list if necessary

Item 16 **Utility services for which the resident must pay** See clause 13

Item 17 House rules have been provided to the resident/s Yes No See clause 16

Item 18 18.1 Number of persons allowed to reside in the room

18.2 Number of persons allowed to reside at the rental premises See clause 17

Item 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 Number Type Number

Rooming accommodation agreement (Form R18)

Residential Tenancies and Rooming Accommodation Act 2008

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
- a reference to a numbered section is a reference to the section in the Act with that number; and
- a reference to a numbered item is a reference to the item with that number in part 1; and
- a reference to a numbered clause is a reference to the clause of this agreement with that number.

2 Terms of a 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.
 - 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 as terms of this agreement.
 - The provider and resident may agree on other terms of this agreement (*special terms*).
 - A duty or entitlement under the Act overrides a standard term or special term if the term is inconsistent with the duty or entitlement.
 - A standard term overrides a special term if they are inconsistent.
- Note-*
Some breaches of this agreement may also be an offence under the Act, for example, if -
- the 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

- Written agreement required s77 (4)
The agreement must—
 - be written in a clear and precise way; and
 - 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
 - state the amount of rent payable, when it is payable and how it must be paid; and
 - 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
 - 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.
- 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.

- The provider must prepare, in the approved form, sign and give the resident 1 copy of a condition report for the room.
- 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 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;
 - 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.

- 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

- This clause applies if -
 - under this agreement, rooming accommodation is provided to the resident for a fixed term; and
 - 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.
- 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.
- The rent must be paid at the times stated in this agreement for item 10.
- The rent must be paid -
 - in the way stated in this agreement for item 11; or
 - 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
 - the other party agreeing to the proposal in writing; or
 - 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).

- The rent must be paid at the place stated in this agreement for item 12.
- 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 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.

- (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
 - (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.

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.

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).

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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

- (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.
- (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

- (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
- (b) help in managing the resident's financial affairs.

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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

Tania 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

Mami Okazaki

Date

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

/ /



Insurance Cancellation

Secure™ Landlord



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

Contents Premium	-\$218.72	
Stamp Duty	-\$21.65	
GST	-\$21.87	
Total (inc. GST)		-\$262.24 ✓

*Received
on 23/3/22
refund from
Vero*

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	0.00	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	1,060.00	

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

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

Bank of Qld Savings a/c 21729625

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

Warren & Daiyan Bennett Superannuation Fund

Depreciation Worksheet

For the Period 1 July 2021 to 30 June 2022

Property Description: 5777-15 Varsityview Ct, SIPPY DOWNS
Property Type: Residential
Property Address: Unicentral 5777-15 Varsityview Court Sippy Downs QLD 4556

Description of Assets	Purchase Date	Original Cost	Opening Written Down Value	Balancing Adjustment Events				Decline In Value			Closing Written Down Value
				Disposal Date	Termination Value	Assessable	Deductible	Rate	Method	Decline In 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

Key:

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	256.94
Total Capital Work Deductions	3,234.00

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 \$
30/Jun/2018	0	718	718
June/19	0	3234	3234
June/20	0	3234	3234
June/21	0	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	0	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	0	0
June/50	0	0	0
June/51	0	0	0
June/52	0	0	0
June/53	0	0	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