

Seller disclosure statement



Queensland
Government

Property Law Act 2023 section 99
Form 2, Version 1 | Effective from: 1 August 2025

WARNING TO BUYER – This statement contains important legal and other information about the property offered for sale. You should read and satisfy yourself of the information in this statement before signing a contract. You are advised to seek legal advice before signing this form. You should not assume you can terminate the contract after signing if you are not satisfied with the information in this statement.

WARNING – You must be given this statement before you sign the contract for the sale of the property.

This statement does not include information about:

- » flooding or other natural hazard history
- » structural soundness of the building or pest infestation
- » current or historical use of the property
- » current or past building or development approvals for the property
- » limits imposed by planning laws on the use of the land
- » services that are or may be connected to the property
- » the presence of asbestos within buildings or improvements on the property.

You are encouraged to make your own inquiries about these matters before signing a contract. You may not be able to terminate the contract if these matters are discovered after you sign.

Part 1 – Seller and property details

Seller Thai Minh Quan Nguyen and Bich Thuy Vu

Property address 52 Armbrust Street, Manoora QLD 4870

(referred to as the
“property” in this
statement)

Lot on plan description Lot 73 on RP 736115

Community titles scheme or BUGTA scheme:	Is the property part of a community titles scheme or a BUGTA scheme:	
	☐ Yes	☒ No
	<i>If Yes, refer to Part 6 of this statement for additional information</i>	<i>If No, please disregard Part 6 of this statement as it does not need to be completed</i>

Part 2 – Title details, encumbrances and residential tenancy or rooming accommodation agreement

Title details	The seller gives or has given the buyer the following—
	A title search for the property issued under the <i>Land Title Act 1994</i> showing interests registered under that Act for the property. ☒ Yes
	A copy of the plan of survey registered for the property. ☒ Yes

Registered encumbrances	Registered encumbrances, if any, are recorded on the title search, and may affect your use of the property. Examples include easements, statutory covenants, leases and mortgages. You should seek legal advice about your rights and obligations before signing the contract.
Unregistered encumbrances (excluding statutory encumbrances)	There are encumbrances not registered on the title that will continue to affect the property after settlement. ☒ Yes ☐ No Note—If the property is part of a community titles scheme or a BUGTA scheme it may be subject to and have the benefit of statutory easements that are NOT required to be disclosed. Unregistered lease (if applicable) If the unregistered encumbrance is an unregistered lease, the details of the agreement are as follows: » the start and end day of the term of the lease: Unit 1: 12/06/2025-12/06/2026 & Unit 2: 01/03/2025-02/03/2026 » the amount of rent and bond payable: Unit 1: \$450per/wk, Bond \$1,800 & Unit 2: \$480per/wk, Bond \$1,920 » whether the lease has an option to renew: Renewal by agreement Other unregistered agreement in writing (if applicable) If the unregistered encumbrance is created by an agreement in writing, and is not an unregistered lease, a copy of the agreement is given, together with relevant plans, if any. ☐ Yes Unregistered oral agreement (if applicable) If the unregistered encumbrance is created by an oral agreement, and is not an unregistered lease, the details of the agreement are as follows:
Statutory encumbrances	There are statutory encumbrances that affect the property. ☒ Yes ☐ No <i>If Yes, the details of any statutory encumbrances are as follows:</i> The property is subject to all statutory encumbrances which affect land in Queensland, including but not limited to rights, interests or powers of government authorities, statutory easements under the Land Title Act 1994, easements implied by law, and rights of entry under the Electricity Act 1994, Water Supply (Safety and Reliability) Act 2008, Telecommunications Act 1997 (Cth) and other applicable legislation
Residential tenancy or rooming accommodation agreement	The property has been subject to a residential tenancy agreement or a rooming accommodation agreement under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> during the last 12 months. ☒ Yes ☐ No If Yes, when was the rent for the premises or each of the residents' rooms last increased? (<i>Insert date of the most recent rent increase for the premises or rooms</i>) Unit 1: 03/02/2025 Unit 2: 28/02/2024 Note—Under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> the rent for a residential premises may not be increased earlier than 12 months after the last rent increase for the premises. As the owner of the property, you may need to provide evidence of the day of the last rent increase. You should ask the seller to provide this evidence to you prior to settlement.

Part 3 – Land use, planning and environment

WARNING TO BUYER – You may not have any rights if the current or proposed use of the property is not lawful under the local planning scheme. You can obtain further information about any planning and development restrictions applicable to the lot, including in relation to short-term letting, from the relevant local government.

Zoning	The zoning of the property is <i>(Insert zoning under the planning scheme, the Economic Development Act 2012; the Integrated Resort Development Act 1987; the Mixed Use Development Act 1993; the State Development and Public Works Organisation Act 1971 or the Sanctuary Cove Resort Act 1985, as applicable)</i>: Medium Density Residential		
Transport proposals and resumptions	The lot is affected by a notice issued by a Commonwealth, State or local government entity and given to the seller about a transport infrastructure proposal* to: locate transport infrastructure on the property; or alter the dimensions of the property. ☐ Yes ☒ No The lot is affected by a notice of intention to resume the property or any part of the property. ☐ Yes ☒ No <i>If Yes, a copy of the notice, order, proposal or correspondence must be given by the seller.</i>		
Contamination and environmental protection	The property is recorded on the Environmental Management Register or the Contaminated Land Register under the <i>Environmental Protection Act 1994</i>. ☐ Yes ☒ No The following notices are, or have been, given: A notice under section 408(2) of the <i>Environmental Protection Act 1994</i> (for example, land is contaminated, show cause notice, requirement for site investigation, clean up notice or site management plan). ☐ Yes ☒ No A notice under section 369C(2) of the <i>Environmental Protection Act 1994</i> (the property is a place or business to which an environmental enforcement order applies). ☐ Yes ☒ No A notice under section 347(2) of the <i>Environmental Protection Act 1994</i> (the property is a place or business to which a prescribed transitional environmental program applies). ☐ Yes ☒ No		
Trees	There is a tree order or application under the <i>Neighbourhood Disputes (Dividing Fences and Trees) Act 2011</i> affecting the property. ☐ Yes ☒ No <i>If Yes, a copy of the order or application must be given by the seller.</i>		
Heritage	The property is affected by the <i>Queensland Heritage Act 1992</i> or is included in the World Heritage List under the <i>Environment Protection and Biodiversity Conservation Act 1999</i> (Cwlth). ☐ Yes ☒ No		
Flooding	Information about whether the property is affected by flooding or another natural hazard or within a natural hazard overlay can be obtained from the relevant local government and you should make your own enquires. Flood information for the property may also be available at the FloodCheck Queensland portal or the Australian Flood Risk Information portal.		
Vegetation, habitats and protected plants	Information about vegetation clearing, koala habitats and other restrictions on development of the land that may apply can be obtained from the relevant State government agency.		

Part 4 – Buildings and structures

WARNING TO BUYER – The seller does not warrant the structural soundness of the buildings or improvements on the property, or that the buildings on the property have the required approval, or that there is no pest infestation affecting the property. You should engage a licensed building inspector or an appropriately qualified engineer, builder or pest inspector to inspect the property and provide a report and also undertake searches to determine whether buildings and improvements on the property have the required approvals.

Swimming pool	There is a relevant pool for the property.	☐ Yes	☒ No
	If a community titles scheme or a BUGTA scheme – a shared pool is located in the scheme.	☐ Yes	☒ No
	Pool compliance certificate is given.	☐ Yes	☒ No
	OR Notice of no pool safety certificate is given.	☐ Yes	☒ No
Unlicensed building work under owner builder permit	Building work was carried out on the property under an owner builder permit in the last 6 years.	☐ Yes	☒ No
	<i>A notice under section 47 of the Queensland Building and Construction Commission Act 1991 must be given by the seller and you may be required to sign the notice and return it to the seller prior to signing the contract.</i>		
Notices and orders	There is an unsatisfied show cause notice or enforcement notice under the <i>Building Act 1975</i> , section 246AG, 247 or 248 or under the <i>Planning Act 2016</i> , section 167 or 168.	☐ Yes	☒ No
	The seller has been given a notice or order, that remains in effect, from a local, State or Commonwealth government, a court or tribunal, or other competent authority, requiring work to be done or money to be spent in relation to the property.	☐ Yes	☒ No
	<i>If Yes, a copy of the notice or order must be given by the seller.</i>		
Building Energy Efficiency Certificate	If the property is a commercial office building of more than 1,000m ² , a Building Energy Efficiency Certificate is available on the Building Energy Efficiency Register.		
Asbestos	The seller does not warrant whether asbestos is present within buildings or improvements on the property. Buildings or improvements built before 1990 may contain asbestos. Asbestos containing materials (ACM) may have been used up until the early 2000s. Asbestos or ACM may become dangerous when damaged, disturbed, or deteriorating. Information about asbestos is available at the Queensland Government Asbestos Website (asbestos.qld.gov.au) including common locations of asbestos and other practical guidance for homeowners.		

Part 6 – Community titles schemes and BUGTA schemes

(If the property is part of a community titles scheme or a BUGTA scheme this Part must be completed)

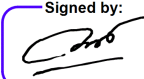
WARNING TO BUYER – If the property is part of a community titles scheme or a BUGTA scheme and you purchase the property, you will become a member of the body corporate for the scheme with the right to participate in significant decisions about the scheme and you will be required to pay contributions towards the body corporate’s expenses in managing the scheme. You will also be required to comply with the by-laws. By-laws will regulate your use of common property and the lot.

For more information about living in a body corporate and your rights and obligations, contact the Office of the Commissioner for Body Corporate and Community Management.

Body Corporate and Community Management Act 1997	The property is included in a community titles scheme. (If Yes, complete the information below) ☐ Yes☒ No
Community Management Statement	A copy of the most recent community management statement for the scheme as recorded under the <i>Land Title Act 1994</i> or another Act is given to the buyer. ☐ Yes Note—If the property is part of a community titles scheme, the community management statement for the scheme contains important information about the rights and obligations of owners of lots in the scheme including matters such as lot entitlements, by-laws and exclusive use areas.
Body Corporate Certificate	A copy of a body corporate certificate for the lot under the <i>Body Corporate and Community Management Act 1997</i>, section 205(4) is given to the buyer. ☐ Yes☒ No If No— An explanatory statement is given to the buyer that states: ☐ Yes » a copy of a body corporate certificate for the lot is not attached; and » the reasons under section 6 of the <i>Property Law Regulation 2024</i> why the seller has not been able to obtain a copy of the body corporate certificate for the lot.
Statutory Warranties	Statutory Warranties—If you enter into a contract, you will have implied warranties under the <i>Body Corporate and Community Management Act 1997</i> relating to matters such as latent or patent defects in common property or body corporate assets; any actual, expected or contingent financial liabilities that are not part of the normal operating costs; and any circumstances in relation to the affairs of the body corporate that will materially prejudice you as owner of the property. There will be further disclosure about warranties in the contract.

Building Units and Group Titles Act 1980	The property is included in a BUGTA scheme (If Yes, complete the information below) ☐ Yes☒ No
Body Corporate Certificate	A copy of a body corporate certificate for the lot under the <i>Building Units and Group Titles Act 1980</i>, section 40AA(1) is given to the buyer. ☐ Yes☒ No If No— An explanatory statement is given to the buyer that states: ☐ Yes » a copy of a body corporate certificate for the lot is not attached; and » the reasons under section 7 of the <i>Property Law Regulation 2024</i> why the seller has not been able to obtain a copy of the body corporate certificate for the lot. Note—If the property is part of a BUGTA scheme, you will be subject to by-laws approved by the body corporate and other by-laws that regulate your use of the property and common property.

Signatures – SELLER

Signed by:

E6AB813F3F5E42F...

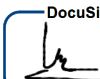
Signature of seller

Thai Minh Quan Nguyen

Name of seller

29 October 2025 | 5:50 PM AEST

Date

DocuSigned by:

A6DD3D9ED880424...

Signature of seller

Bich Thuy Vu

Name of seller

29 October 2025 | 4:49 PM AEST

Date

Signatures – BUYER

By signing this disclosure statement the buyer acknowledges receipt of this disclosure statement before entering into a contract with the seller for the sale of the lot.

Signature of buyer

Signature of buyer

Name of buyer

Name of buyer

Date

Date

CURRENT TITLE SEARCH
QUEENSLAND TITLES REGISTRY PTY LTD

Request No: 53748291
Search Date: 16/10/2025 16:19

Title Reference: 21145038
Date Created: 13/07/1981

Previous Title: 20957224

REGISTERED OWNER

Dealing No: 721450879 01/02/2022

THAI MINH QUAN NGUYEN
BICH THUY VU JOINT TENANTS

ESTATE AND LAND

Estate in Fee Simple

LOT 73 REGISTERED PLAN 736115
Local Government: CAIRNS

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 10568159 (POR 94)
2. MORTGAGE No 723318147 11/06/2024 at 15:36
COMMONWEALTH BANK OF AUSTRALIA A.C.N. 123 123 124

ADMINISTRATIVE ADVICES - NIL
UNREGISTERED DEALINGS - NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

COPYRIGHT QUEENSLAND TITLES REGISTRY PTY LTD [2025]
Requested By: D-ENQ INFOTRACK PTY LIMITED

WARNING—FOLDING OR MUTILATING WILL LEAD TO REJECTION—PLAN MAY BE ROLLED



PLAN MUST BE DRAWN WITHIN BLUE LINES

36115



PLAN MUST BE DRAWN WITHIN BLUE LINES

36115



WARNING—FOLDING OR MUTILATING WILL LEAD TO REJECTION—PLAN MAY BE ROLLED

Nº 75342

CERTIFICATE

I, Ashley Bolderson, hereby certify that I surveyed the land comprised in this plan personally that the plan is accurate, that the said survey was performed in accordance with the 'Surveyors Act 1977' and the 'Surveyors Regulations 1978' and that the said survey was completed on 2-4-81.

Date 7-4-81 Signature of Licensed Surveyor.

Council of the CITY of CAIRNS certifies that all the requirements of this Council, the Local Government Acts of 1936 to 1970 and all By-Laws have been complied with and approves this Plan of Subdivision.

Dated this 27th day of APRIL 1981

Reynolds Mayor or Chairman
Chapman Town or Shire Clerk

I/We CAIRNS DEVELOPERS PTY LTD as proprietor/s of this land, agree to this Plan and dedicate the new roads shown hereon to public use.

Signature of Proprietor/s GIVEN under the COMMON SEAL of CAIRNS DEVELOPERS PTY LTD by authority of a resolution of the Directors and in the presence of GEORGE EDWARD CHAPMAN a Director and ROBYN GALE NUGENT the Secretary and in the presence of M.J. Chapman J.P. A Justice of the Peace

FOR TITLES OFFICE USE ONLY

Previous Title ST. JOHN 287-224 (19) Lot 1 15.4434
Case N. 395039 over E.S. 1/6 15.4434
the Mortgagee's consent to the creation of a new road see 67891/1980
Lot 65 see B.U.P. 196

Lot	Area	Ref.	Lot	Area	Ref.
51	1.00	1000	56	1.00	1000
52	1.00	1000	57	1.00	1000
53	1.00	1000	58	1.00	1000
54	1.00	1000	59	1.00	1000
55	1.00	1000	60	1.00	1000
56	1.00	1000	61	1.00	1000
57	1.00	1000	62	1.00	1000
58	1.00	1000	63	1.00	1000
59	1.00	1000	64	1.00	1000
60	1.00	1000	65	1.00	1000
61	1.00	1000	66	1.00	1000
62	1.00	1000	67	1.00	1000
63	1.00	1000	68	1.00	1000
64	1.00	1000	69	1.00	1000
65	1.00	1000	70	1.00	1000
66	1.00	1000	71	1.00	1000
67	1.00	1000	72	1.00	1000
68	1.00	1000	73	1.00	1000
69	1.00	1000	74	1.00	1000
70	1.00	1000	75	1.00	1000
71	1.00	1000	76	1.00	1000
72	1.00	1000	77	1.00	1000
73	1.00	1000	78	1.00	1000
74	1.00	1000	79	1.00	1000
75	1.00	1000	80	1.00	1000
76	1.00	1000	81	1.00	1000
77	1.00	1000	82	1.00	1000
78	1.00	1000	83	1.00	1000
79	1.00	1000	84	1.00	1000
80	1.00	1000	85	1.00	1000
81	1.00	1000	86	1.00	1000
82	1.00	1000	87	1.00	1000
83	1.00	1000	88	1.00	1000
84	1.00	1000	89	1.00	1000
85	1.00	1000	90	1.00	1000
86	1.00	1000	91	1.00	1000
87	1.00	1000	92	1.00	1000
88	1.00	1000	93	1.00	1000
89	1.00	1000	94	1.00	1000
90	1.00	1000	95	1.00	1000
91	1.00	1000	96	1.00	1000
92	1.00	1000	97	1.00	1000
93	1.00	1000	98	1.00	1000
94	1.00	1000	99	1.00	1000
95	1.00	1000	100	1.00	1000

Lot 35 - I.S. 4045
Lot 35 see B.U.P. 262
15.4434 Lot 79
Lot 79 see B.U.P. 322

For Additional Plan & Document Notings Refer to CISP

Lodged by MACDONALDS

Fees Payable
Postal fee and Postage 97-00
Lodgt, Exam. & Ass. 6-00
Entd. on Docs. 270-00
New Title 6-00
Entd. on Deeds 4-00
Photo Fee 383-00
Total
Short Fees Paid

Received
Registrar of Titles
Journal No. **N991999**
Receipt No. **23105**

Calc. Bk. No. 132/118
Examined 26/18/81 M.A.B.
Passed 26/18/81 M.A.B.
Charted 22/17/81 M.E.S.
Map Ref. GM Cairns Sh. 6
NYP 7 JUL 1981 KR

Particulars entered in Register Book
Vol. 1957 Folio 224

REGISTRAR OF TITLES
(NORTHERN DISTRICT)

25 JUN 1981 13:52 PRODUCTION
23105
28 MAY 1981
Page 1 of 1
Page 1 of 1

RECEIVED
7 MAY 1981
9.20

REGISTERED PLAN **36115**

Look up and Live - 51446876



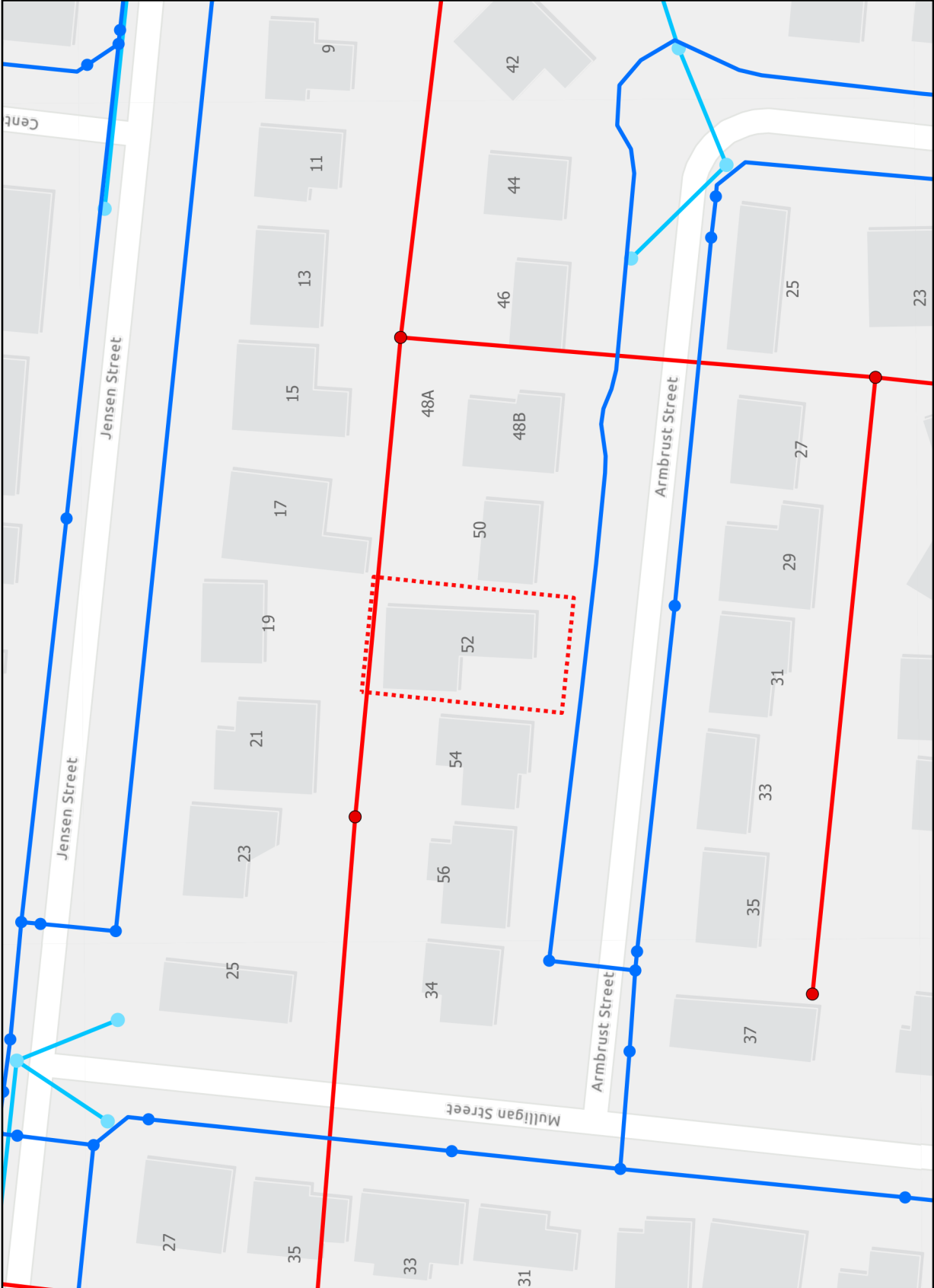
Network Device		Poles		Network TR		Network LV		Network SWER	
	Pillar		Pole		Overhead		Overhead		Overhead
	Substation		Pole w Ground Stay		Underground		Underground		Underground
			Tower		Submarine				

Network HV		Network Other		LUAL_Exclusion_Zone_Feature_Public		LUAL_NoData_Public	
	Overhead						
	Underground						
	Submarine						



Job # 51446876
Seq # 262733207

Provided by Cairns Regional Council



Legend

- BYDA Enquiry Water
- Water Nodes
- Water Pipes
- Drainage
- Drainage Nodes
- Drainage Lines
- Sewer
- Sewer Node
- Sewer Gravity Pipe

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Disclaimer: While reasonable measures have been taken to ensure the accuracy of the information contained in this plan response, Cairns Regional Council shall not have any liability whatsoever in relation to any loss, damage, cost or expense arising from the use of this plan response or the information contained in it or the completeness or accuracy of such information. Use of such information is subject to and constitutes acceptance of these terms.

In an emergency contact Cairns Regional Council on 1300 69 22 47

16/10/25 (valid for 30 days)

Plans generated by SmarterWX™ Automate



Scale 1:1,000



BYDA

Sequence: 262733208
Date: 16/10/2025
Scale: 1:500
Title No: 1

- LEGEND
- Substation
 - Cable Marker
 - Pit
 - Pole
 - Pillar
 - LV Cable (up to 1kV)
 - HV Cable (1kV - <33kV)
 - HV Cable (33kV and over)
 - Pit Boundary
 - Planned Work Area

AS5488 Category "D" Plan



DISCLAIMER: While reasonable measures have been taken to ensure the accuracy of the information contained in this plan, the user shall accept that the information is provided as a guide only and that the user shall have any liability whatsoever in relation to any loss, damage, cost or expense arising from the use of this plan response or the information contained in this plan response. The user acknowledges that the user has received and accepted this information and that the user shall be responsible for the accuracy of such information. Use of such information is subject to and constitutes acceptance of these terms.

For Emergency Situations
Please Call 13 16 70



All underground cables shall be treated as being energised. Where a cable is located that is not represented on the ERGON ENERGY NETWORK BDA map, then ERGON ENERGY NETWORK shall be contacted immediately.

This output provides details of the ERGON ENERGY NETWORK electrical network. As variations may exist no responsibility is incurred by ERGON ENERGY NETWORK for the accuracy or completeness of the information provided. Exact positions of cables and electrical connectivity should be confirmed on site.

For Emergency Situations
Please Call 13 16 70

All underground cables shall be treated as being energised. Where a cable is located that is not represented on the ERGON ENERGY NETWORK BDA map, then ERGON ENERGY NETWORK shall be contacted immediately.



BYDA

Sequence: 262733208
Date: 16/10/2025
Scale: 1:500
Title No: 2

- LEGEND
- Substation
 - Cable Marker
 - Pit
 - Pole
 - Pillar
 - LV Cable (up to 1kV)
 - HV Cable (1kV - <33kV)
 - HV Cable (33kV and over)
 - Pit Boundary
 - Planned Work Area

AS5488 Category "D" Plan



DISCLAIMER: While reasonable measures have been taken to ensure the accuracy of the information contained in this plan, Pellican Corp neither Ergon Energy Network nor Pelican Corp shall have any liability whatsoever in relation to any loss, damage, cost or expense arising from the use of this plan response or the information contained in this plan response. The accuracy of such information. Use of such information is subject to and constitutes acceptance of these terms.



This output provides details of the ERGON ENERGY NETWORK electrical network. As variations may exist no responsibility is incurred by ERGON ENERGY NETWORK for the accuracy or completeness of the information provided. Exact positions of cables and electrical connectivity should be confirmed on site.



Assessment No.
148122

Issue Date 1 May 2025



165687/XE1/000141 D-044
B T Vu & T M Nguyen
8 Torrance Avenue
EDGE HILL QLD 4870

Your Water Usage **Account** is Due **3 June 2025**

Total Amount Due **\$ 175.10**

Property Location: 52 Armbrust Street MANOORA QLD 4870
Property Description: LOT 73 RP 736115 Fhold-Multi Unit Dwg x 2

Summary of Water Usage Charges

Meter No.	Previous Reading	Current Reading	ADC*	Usage	Rate	Usage Charge
TNA2400757	16/12/24 265	15/04/25 368	0.858	103	1.70	\$175.10

*ADC = Average Daily Consumption (kilolitres)

Total Usage	103
Total Billable Usage	103
Balance Brought Forward	\$ 0.00
Total new transactions	\$ 175.10
Total Account Balance	\$ 175.10

Payment By **BPAY**



Biller Code: 51722
Ref: 148122

BPAY® this payment via Internet or phone banking.
BPAY View® – View and pay this bill using internet banking.
BPAY View Registration No: 148122

Payment **Online**



Pay by credit card online at
www.cairns.qld.gov.au/water
Biller Code: 1566728

Payment By **Phone**



Credit Card Payment by Using BPOINT
Callers **within Australia** dial **1300 276 468**

Biller Code: 51722
Assessment No: 148122

See over the page for more payment options.



Remittance Advice By Mail

Post your payment with this payment slip to:
Cairns Regional Council
PO Box 359
Cairns QLD 4870

Post dated cheques will not be accepted.

Pay In Person At Any Post Office



Post Billpay

Biller Code: 0430
Ref: 148122

Pay in-store at Australia Post, online at auspost.com.au/postbillpay or by phone 13 18 16



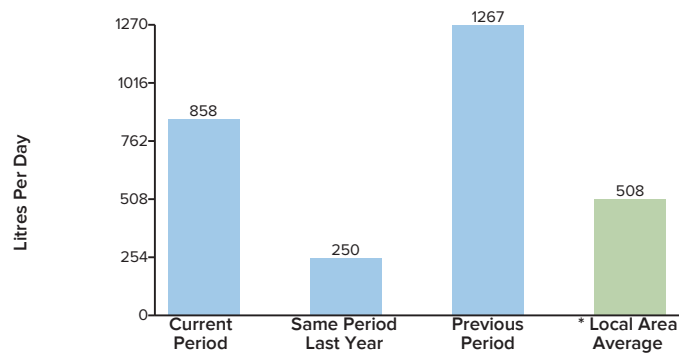
*430 148122

Water Payment Slip

NAME
B T Vu & T M Nguyen

PROPERTY
52 Armbrust Street MANOORA QLD 4870

Assessment No.	148122
Due Date	03/06/2025
Total Amount Due	\$ 175.10



Current period average use	858
Same period last year	250
Previous period	1,267
Local area average*	508
Number of days measured	120

*The comparison graph is a guide only and does not take into consideration if there is a swimming pool, irrigation system or the number of people living at the property.

Information for Customers

1.

Please Note. In accordance with *the Local Government Act 2009* and Council's adopted budget resolutions, all rates and charges are payable by close of business on the due date.
2.

Interest. Compound interest at the rate determined by Council is accrued on all rates and charges which remain unpaid after the due date. Please note interest still applies if a payment arrangement or direct debit is in place.
3.

Experiencing Financial Difficulties. If you are experiencing financial difficulties and cannot pay this account by the due date please contact Customer Service and make arrangements to avoid recovery action and associated costs.
4.

Electronic Notices. Receive your water usage notices by:
* Email - Go to www.cairns.qld.gov.au/water
* Bpay View - Register through your online banking facility
5.

Change of Postal Address. If the postal address shown overleaf is incorrect please contact Customer Service or visit Council's website www.cairns.qld.gov.au/change-address
6.

Refunds. Refunds can only be facilitated where the account is in credit or the monies were not intended for payment to Council e.g. incorrect biller code. To request a refund go to www.cairns.qld.gov.au/refund
7.

Privacy Statement. Your personal information has been collected for the purpose of ensuring Council has your correct contact information. Your information will be disclosed to authorised Council officers for business purposes only. Your information will also be disclosed to Department of Natural Resources and Mines and Australian Electoral Office for business purposes only.
8.

Customer Service Standard. For information on the Water & Waste Customer Service Standards please visit www.cairns.qld.gov.au

No water at your property?

Find out if there is a water outage in your area

Visit www.cairns.qld.gov.au/interruptions

OR



More Payment Options

Payments through Australia Post
You can make regular or one off payments by simply taking this notice into your nearest Australia Post.

Payments by:

- **EFTPOS** Facilities are available
- **Credit Card Payments** (MasterCard and Visa Card)
- **Cheque** Post Dated cheques will not be accepted.
- **Cash**

By Phone with Australia Post
Payments can be made through Australia Post using MasterCard and Visa Card.
For callers within Australia, dial 13 18 16
For overseas callers, dial +61 13 18 16

Internet
Online at auspost.com.au/postbillpay

Payments at Council Offices
Open Monday to Friday

For Customer Service Centres and operating hours please refer to www.cairns.qld.gov.au/council/contact-us

Payment methods accepted:

- **EFTPOS** Facilities are available at Council's Business Offices, however no cash withdrawals can be made.
- **Credit Card Payments**
- **Cheque** Post Dated cheques will not be accepted.
- **Cash** – cash not accepted at libraries

Payment By Mail
Tear off this payment slip and mail with a cheque or money order made payable to:

Cairns Regional Council
PO Box 359, CAIRNS QLD 4870.

Cheque Post dated cheques will not be accepted. Property owners will be liable for any dishonour fees and interest will apply where cheques are dishonoured and not rectified prior to the due date. Acceptance of a cheque is subject to collection of the proceeds.

Account Enquiries
E: waterbilling@cairns.qld.gov.au
P: 1300 69 22 47

For more information, visit www.cairns.qld.gov.au



Assessment No.
148122

Half Yearly Rates
Issue Date 16 January 2025



164864/XE/002177 OTH
B T Vu & T M Nguyen
8 Torrance Avenue
EDGE HILL QLD 4870

Your Rates Account is Due 19 February 2025

Total Amount Due **\$ 1,639.21**

Summary of Rates and Charges

For period 01/01/2025 to 30/06/2025

Property Location: 52 Armbrust Street MANOORA QLD 4870
Property Description: LOT 73 RP 736115
Improvements: Fhold-Multi Unit Dwg x 2
700.0000SQUARE METRES

Land Use Code
0398

General Residential L2	192,500.00	\$	1,072.90
Water Access Charge/s-Residential	2.00	\$	384.12
Sewerage Charge/s-Residential	2.00	\$	948.86
Cleansing Charge/s	2.00	\$	454.52
State Emergency Management Levy 2 A	1.00	\$	121.70

Payment By BPAY



Biller Code: 49346
Ref: 148122

BPAY® this payment via Internet or phone banking.
BPAY View® – View and pay this bill using internet banking.
BPAY View Registration No: 148122

Payment Online



Pay by credit card online at
www.cairns.qld.gov.au/rates
Reference No: 148122

Payment By Phone



Credit Card Payment by Using BPOINT
Callers within Australia dial **1300 276 468**

Biller Code: 49346
Reference No: 148122

SEE OVER THE PAGE FOR INFORMATION ON THE STATE WASTE LEVY

Balance Brought Forward	\$	Cr -1,342.89
Total new transactions	\$	2,982.10
Total Account Balance	\$	1,639.21

See over the page for more payment options.



Remittance Advice By Mail

Post your payment with this payment slip to:
Cairns Regional Council
PO Box 359
Cairns QLD 4870

Post dated cheques will not be accepted.

Pay In Person At Any Post Office



Post Billpay

Biller Code: 0212
Ref: 148122

Pay in-store at Australia Post, online at auspost.com.au/postbillpay or by phone 13 18 16



*212 148122

Rates Payment Slip

NAME
B T Vu & T M Nguyen

PROPERTY
52 Armbrust Street MANOORA QLD 4870

Assessment No.	148122
Due Date	19/02/2025
Total Amount Due	\$ 1,639.21

State Waste Levy

Council has received an annual payment of \$1,113,272 from the State Government to mitigate any direct impacts of the State Waste Levy on households.

The direct costs imposed by the State Waste Levy on Council are unknown. Council will use the annual payment received to mitigate any direct impacts of the State Waste Levy on households in accordance with the Waste Reduction and Recycling Act 2011, and will take any steps available to further mitigate costs to the greatest extent possible. Any net costs incurred by the imposed State Waste Levy after the annual payment and other mitigation strategies are applied are intended to be recovered by a separate charge in future years. For information please refer to the Council's Revenue Statement.

Information for Customers

1. **Please Note**

In accordance with *the Local Government Act 2009* and Council's adopted budget resolutions, all rates and charges are payable by close of business on the due date.
2. **Interest**

Compound interest at the rate determined by Council is accrued on all rates and charges which remain unpaid after the due date. Please note interest still applies if a payment arrangement or direct debit is in place.
3. **Experiencing Financial Difficulties**

If you are experiencing financial difficulties and cannot pay this account by the due date please contact Customer Service and make arrangements to avoid recovery action and associated costs.
4. **Electronic Notices**

Receive your rates notices by:
* Email - Go to www.cairns.qld.gov.au/rates
* BPAY View - Register through your online banking facility
5. **Change of Postal Address**

If the postal address shown overleaf is incorrect please contact Customer Service or visit Council's website www.cairns.qld.gov.au/change-address
6. **Refunds**

Refunds can only be facilitated where the account is in credit or the monies were not intended for payment to Council e.g. incorrect biller code. To request a refund go to www.cairns.qld.gov.au/refund
7. **Privacy Statement**

Your personal information has been collected for the purpose of ensuring Council has your correct contact information. Your information will be disclosed to authorised Council officers for business purposes only. Your information will also be disclosed to Department of Natural Resources and Mines and Australian Electoral Office for business purposes only.

More Payment Options

**Payments through Australia Post**
You can make regular or one off payments by simply taking this notice into your nearest Australia Post.

Payments by:
• **EFTPOS** Facilities are available
• **Credit Card Payments** (MasterCard and Visa Card)
• **Cheque** Post Dated cheques will not be accepted.
• **Cash**

By Phone with Australia Post
Payments can be made through Australia Post using MasterCard and Visa Card.
For callers within Australia, dial 13 18 16
For overseas callers, dial +61 13 18 16

Internet
Online at auspost.com.au/postbillpay

**Payments at Council Offices**
Open Monday to Friday

For Customer Service Centres and operating hours please refer to www.cairns.qld.gov.au/council/contact-us

Payment methods accepted:

• **EFTPOS** Facilities are available at Council's Business Offices, however no cash withdrawals can be made.
• **Credit Card Payments**
• **Cheque** Post Dated cheques will not be accepted.
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Account Enquiries
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P: 1300 69 22 47

For more information, visit www.cairns.qld.gov.au

General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008

Part 1 Tenancy details

**Item
1****1.1 Lessor**

Name/trading name Thai Minh Quan Nguyen, Bich Thuy Vu C/O Twomey Schriber Property Group

Address

C- Twomey Schriber Property Group

PO BOX 7995, Cairns

Qld

Postcode 4870

1.2 Phone

Mobile

(07) 4031 3138

-

Email

TwomeySchriber@email.propertyme.com

**Item
2****2.1 Tenant/s**

1. Full name/s Loretta Pitt

Phone

0428 079 399

Email

acyhclp72@gmail.com

Emergency contact full name/s

Emergency contact phone

Emergency contact email

2. Full name/s Jaaron Pitt

Phone

0475 588 745

Email

pittjaaron@gmail.com

Emergency contact full name/s

Emergency contact phone

Emergency contact email

3. Full name/s

Phone

Email

Emergency contact full name/s

Emergency contact phone

Emergency contact email

2.2 Address for service (if different from address of the premises in item 5.1) Attach a separate list**Item
3****3.1 Agent** If applicable. See clause 43

Full name/trading name Twomey Schriber Property Group

Address

320 Sheridan Street

CAIRNS NORTH

QLD

Postcode 4870

3.2 Phone

Mobile

07 4031 3138

Email

TwomeySchriber@email.propertyme.com

General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008



Item 4 Notices may be given to

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

4.1 Lessor

Email Yes ☐ No ☒ Facsimile Yes ☐ No ☒

4.2 Tenant/s

Email Yes ☒ No ☐ Facsimile Yes ☐ No ☒

4.3 Agent

Email Yes ☒ No ☐ Facsimile Yes ☐ No ☒

Item 5 5.1 Address of the rental premises

1/52 Armbrust St		
Manoora	QLD	Postcode 4870

5.2 Inclusions provided.

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

AS PER ENTRY CONDITION REPORT AND INVENTORY

5.3 Details of current repair orders for the rental premises or inclusions

Item 6 6.1 The term of the agreement is ☒ fixed term agreement ☐ periodic agreement

6.2 Starting on 6.3 Ending on

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

Item 7 Rent \$ 450.00 per ☒ week ☐ fortnight ☐ month See clause 8(1)

Item 8 Rent must be paid on the day of each

Insert day. See clause 8(2)

Insert week, fortnight or month

Item 9 Methods of rent payment Insert the ways the rent must be paid. See clause 8(3)(a)

Method 1	Direct Deposit
Method 2	EFTPOS or Credit Card (1.3% surcharge applies to all credit card transactions)

Details for direct credit

BSB no.	184446	Bank/building society/credit union	Macquarie Bank
Account no.	303824825	Account name	Twomey Schriber Property Group Trust
Payment reference	186726		

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



Item 10a **Day of last rent increase** Insert the day the rent was last increased for the premises
03 / 02 / 2025

Note: The lessor/lessor's agent must not increase, or propose to increase, the rent payable by a tenant less than 12 months after the last rent increase for the residential premises. Rent increase requirements do not apply to exempt lessors. The Act provides definitions for an exempt lessor.

Item 11 **Rental bond amount** \$ 1,800.00 See clause 13

Item 12 **12.1 The services supplied to the premises for which the tenant must pay** See clause 16
Electricity ☒ Yes ☐ No Any other service that a tenant must pay ☒ Yes ☐ No
Gas ☒ Yes ☐ No Type Foxtel if tenant Connects See special terms (page 11)
Phone ☒ Yes ☐ No

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

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

Electricity	NOT APPLICABLE	Any other service stated in item 12.1	NOT APPLICABLE
Gas	NOT APPLICABLE	See special terms (page 11)	
Phone	NOT APPLICABLE		

Item 14 **How services must be paid for** Insert for each how the tenant must pay. See clause 16(d)
Electricity As account holder, direct to the supplier
Gas As account holder, direct to the supplier
Phone As account holder, direct to the supplier
Any other service stated in item 12.1 See special terms (page 11) NOT APPLICABLE

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

Item 16 **16.1 Are there any body corporate by-laws applicable to the occupation of the premises by a tenant?** ☒ Yes ☐ No
See clause 22

16.2 Has the tenant been given a copy of the relevant by-laws See clause 22 ☒ Yes ☐ No

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

Item 18 **18.1 Name and telephone number of the lessor's nominated repairer for each of the following repairs**
Electrical repairs EMERGENCY ONLY - Kewarra Beach Electrical Phone 0415 066 423
Plumbing repairs EMERGENCY ONLY - Ross Weber Plumbing Phone 0419 676 064
Other repairs TWOMEY SCHRIBER PROPERTY GROUP Phone 07 40313138

18.2 Are the nominated repairers the tenant's first point of contact for notifying the need for emergency repairs? See clause 31(4)
☒ Yes
☐ No - please provide lessor contact details below
Name Phone

Part 2 Standard Terms

Division 1 Preliminary

1 Interpretation

In this agreement -

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

2 Terms of a general tenancy agreement

- (1) This part states, under the *Residential Tenancies and Rooming Accommodation Act 2008* (**the Act**), section 55, the standard terms of a general tenancy agreement.
- (2) The Act also imposes duties on, and gives entitlements to, the lessor and tenant that are taken to be included as terms of this agreement.
- (3) The lessor and tenant may agree on other terms of this agreement (**special terms**).
- (4) A duty or entitlement under the Act overrides a standard term or special term if the term is inconsistent with the duty or entitlement.
- (5) A standard term overrides a special term if they are inconsistent.
Note - Some breaches of this agreement may also be an offence under the Act, for example, if -
 - the lessor or the lessor's agent enters the premises in contravention of the rules of entry under sections 192 to 199; or
 - the tenant does not sign and return the condition report to the lessor or the lessor's agent under section 65.
- (6) In accordance with section 61 of the Act, a General Tenancy Agreement must include the day the rent for the premises was last increased, within the meaning of section 93, at the time the agreement is entered into. However, this does not apply if the lessor is an exempt lessor.

3 More than 1 lessor or tenant

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

Division 2 Period of tenancy

4 Start of tenancy

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

5 Entry condition report - s 65

- (1) The lessor must prepare, in the approved form, sign and give the tenant 1 copy of a condition report for the premises.
- (2) The copy must be given to the tenant on or before the day the tenant occupies the premises under this agreement.
- (3) The tenant must mark the copy of the report to show any parts the tenant disagrees with, and sign and return the copy to the lessor not later than 7 days after the later of the following days -
 - (a) the day the tenant occupies the premises;

- (b) the day the tenant is given the copy of the condition report.

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

- (4) After the copy of the condition report is returned to the lessor by the tenant, the lessor must copy the condition report and return it to the tenant within 14 days.
- (5) However, the lessor does not have to prepare a condition report for the premises if -
 - (a) this agreement has the effect of continuing the tenant's right to occupy the premises under an earlier residential tenancy agreement; and
 - (b) in accordance with the Act, a condition report was prepared for the premises for the earlier residential tenancy agreement.
- (6) If a condition report is not prepared for this agreement because subclause (5) applies, the condition report prepared for the earlier residential tenancy agreement is taken to be the condition report for this agreement.

6 Continuation of fixed term agreement - s 70

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

7 Costs apply to early ending of fixed term agreement - s 357A

- (1) This clause applies if -
 - (a) this agreement is a fixed term agreement; and
 - (b) the tenant ends this agreement before the term ends in a way not permitted under the Act.
- (2) The tenant must pay the reletting costs under section 357A(3).
Note - For when the tenant may end this agreement early under the Act, see clause 36 and the information statement.
- (3) This clause does not apply if, after experiencing domestic violence, the tenant ends this agreement or the tenant's interest in this agreement under chapter 5, part 1, division 3, subdivision 2A of the Act.

Division 3 Rent

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

- (1) The tenant must pay the rent stated in this agreement for item 7.
- (2) The rent must be paid at the times stated in this agreement for item 8.
- (3) The rent must be paid -
 - (a) in a way stated in this agreement for item 9; or
 - Note* - At least 2 ways for the tenant to pay the rent must be stated in this agreement. See section 83.
 - (b) in the way agreed after the signing of this agreement by -
 - (i) the lessor or tenant giving the other party a notice proposing the way; and
 - (ii) the other party agreeing to the proposal in writing; or
 - (c) if the lessor intends to change the way rent is paid to a way that is not stated in this agreement for item 9 and no way is agreed to after the signing of this agreement - in a way the lessor proposes by written notice to the tenant under section 84A.
- (4) The lessor must give the tenant written notice advising of the costs associated with the ways to pay rent offered to the tenant that the tenant would not reasonably be aware of if the lessor or lessor's agent knows or could reasonably be expected to find out about the costs.
- (5) Also, the lessor must declare any financial benefit the lessor or lessor's agent may receive if the tenant uses a particular way to pay rent.
- (6) The rent must be paid at the place stated in this agreement for item 10.
- (7) However, if, after the signing of this agreement, the lessor gives a notice to the tenant stating a different place for payment and the place is reasonable, the rent must be paid at the place while the notice is in force.
- (8) If no place is stated in this agreement for item 10 and there is no notice stating a place, the rent must be paid at an appropriate place.

Examples of an appropriate place -

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

9 Rent in advance - s 87

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

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

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

10 Rent increases - ss 91 and 93

- (1) If the lessor proposes to increase the rent, the lessor must give notice of the proposal to the tenant.
- (2) The notice must state the amount of the increased rent and the day from when it is payable.
- (3) The day stated must not be earlier than the later of the following -
 - (a) 2 months after the notice is given;
 - (b) 12 months after the last rent increase for the premises under section 93.
- (4) Subject to an order of a tribunal, the increased rent is payable from the day stated in the notice, and this agreement is taken to be amended accordingly.

- (5) However, the increased rent is payable by the tenant only if -
 - (a) the rent is increased in compliance with this clause; and
 - (b) the increased rent is not payable before the end of the minimum period before the rent may be increased under section 93; and
 - (c) the increase in rent does not relate to -
 - (i) compliance of the premises or inclusions with the prescribed minimum housing standards; or
 - (ii) keeping a pet or working dog at the premises.
- (6) Also, if this agreement is a fixed term agreement, the rent may not be increased before the term ends unless -
 - (a) this agreement provides for the rent increase; and
 - (b) this agreement states the amount of the increase or how the amount of the increase is to be worked out; and
 - (c) the increase is made in compliance with the matters mentioned in paragraph (b).

11 Application to tribunal about excessive increase - s 92

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

12 Rent decreases - s 94

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

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

Division 4 Rental bond

13 Rental bond required - ss 111 and 116

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

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

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

14 Increase in bond - s 154

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

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

Division 5 Outgoings

15 Outgoings - s 163

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

Examples -

body corporate levies, council general rates, sewerage charges, environment levies, land tax

- (2) This clause does not apply if -
 - (a) the lessor is the State; and
 - (b) rent is not payable under the agreement; and
 - (c) the tenant is an entity receiving financial or other assistance from the State to supply rented accommodation to persons.

16 General service charges - ss 164 and 165

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

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

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

17 Water service charges - ss 164, 166 and 166A

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

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

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

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

- (4) In deciding what is a reasonable quantity of water for subclause (3), regard must be had to the matters mentioned in section 169(4)(a) to (e).
- (5) The lessor must give the tenant copies of relevant documents about the amount payable to the relevant water supplier within 4 weeks after the lessor receives the documents.
- (6) The tenant is not required to pay an amount for the water consumption charges if the tenant has not received a copy of the documents about the amount payable to the relevant water supplier.
- (7) Subclause (8) applies if water consumption charges are payable for a period that includes part but not all of a period specified, or to be specified, in a water consumption charges document.

- (8) The tenant may be required to pay an amount calculated under section 166A using -
 - (a) a meter reading for the premises recorded in a condition report; and
 - (b) a reasonable estimate of the volume of water supplied to the premises during the period for which water consumption charges are payable by the tenant mentioned in subclause (8); and
 - (c) the rate used to calculate the water consumption charge stated in the most recent water consumption charges document.
- (9) The tenant must pay the amount of the charge to the lessor within 1 month of the lessor giving the tenant copies of relevant documents about the incurring of the amount.
- (10) In this clause -

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

water consumption charges document means a document, issued to the lessor by the relevant water supplier, stating the amount of water consumption charges for the premises that are payable to the supplier.

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

Division 6 Rights and obligations concerning the premises during tenancy

Subdivision 1 Occupation and use of premises

18 No legal impediments to occupation - s 181

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

Examples of possible legal impediments -

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

19 Vacant possession and quiet enjoyment - ss 182 and 183

- (1) The lessor must ensure the tenant has vacant possession of the premises (other than a part of the premises that the tenant does not have a right to occupy exclusively) on the day the tenant is entitled to occupy the premises under this agreement.
- Editor's note -* Parts of the premises where the tenant does not have a right to occupy exclusively may be identified in a special term.
- (2) The lessor must take reasonable steps to ensure the tenant has quiet enjoyment of the premises.
 - (3) The lessor or the lessor's agent must not interfere with the reasonable peace, comfort or privacy of the tenant in using the premises.

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

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

Note - See the information statement for details.

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

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

Examples of things that may constitute a nuisance -

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

22 Units and townhouses - s 69

- (1) The lessor must give the tenant a copy of any body corporate by-laws applicable to -
 - (a) the occupation of the premises; or
 - (b) any common area available for use by the tenant with the premises.
- (2) The tenant must comply with the body corporate by-laws.
- (3) Subclause (1) does not apply if -
 - (a) this agreement has the effect of continuing the tenant's right to occupy the premises under an earlier residential tenancy agreement; and
 - (b) the lessor gave the tenant a copy of the body corporate by-laws in relation to the earlier agreement.

23 Number of occupants allowed

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

24 - intentionally removed

Subdivision 2 Standard of premises

25 Lessor's obligations - s 185

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

Note - For details about the maintenance, see the information statement.
- (3) However, the lessor is not required to comply with subclause (1)(c) or (2)(a) for any non-standard items and the lessor is not responsible for their maintenance if -
 - (a) the lessor is the State; and
 - (b) the non-standard items are stated in this agreement and this agreement states the lessor is not responsible for their maintenance; and

- (c) the non-standard items are not necessary and reasonable to make the premises a fit place in which to live; and
- (d) the non-standard items are not a risk to health or safety; and
- (e) for fixtures - the fixtures were not attached to the premises by the lessor.

- (4) In this clause -

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

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

26 Tenant's obligations generally - s 188(2), (3) and (5)

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

Subdivision 3 The dwelling

27 Fixtures or structural changes - ss 206-209

- (1) The tenant may attach a fixture, or make a structural change, to the premises only if -
 - (a) the tenant gives the lessor a request, in the approved form, for approval to attach the fixture or make the structural change; and
 - (b) the lessor approves the request; and
 - (c) for body corporate premises—the body corporate approves the request.

Note - Fixtures are generally items permanently attached to land or to a building that are intended to become part of the land or building. Attaching a fixture may include, for example, gluing, nailing or screwing the fixture to a wall.

- (2) The lessor must -
 - (a) decide the request -
 - (i) within 28 days after receiving the request; or
 - (ii) if the premises are not body corporate premises—within a longer period, if agreed to by the tenant and lessor; and
 - (b) advise the tenant of the lessor's decision; and
 - (c) if the lessor approves the request and the premises are body corporate premises -
 - (i) state that the lessor's approval is subject to the approval of the body corporate; and
 - (ii) give the request to the body corporate within 28 days after receiving the request; and
 - (iii) advise the tenant as soon as reasonably practicable of the body corporate's decision about the request.
- (3) If the lessor approves the request, the lessor must give the tenant an agreement that -
 - (a) is in writing; and
 - (b) describes the nature of the fixture or structural change; and
 - (c) states any conditions of the agreement, including any conditions given by the body corporate.

Examples of terms-

- that the tenant must maintain the fixture in a particular way
- that the tenant must remove the fixture
- that the tenant must repair damage caused by removing the fixture
- that the lessor must compensate the tenant for the fixture if the tenant can not remove it

- (4) The tenant must comply with any conditions given by the lessor or body corporate.

- (5) In this clause—
body corporate premises means premises—
 (a) that are part of a body corporate scheme; and
 (b) for which, under a body corporate law or body corporate by-law, the approval of the body corporate is required for the attachment of a fixture, or the making of a structural change, to the premises.

27A Action by lessor for breach of agreement about fixture or structural change – s 209A

- (1) This clause applies if—
 (a) the tenant attaches a fixture, or makes a structural change, to the premises; and
 (b) the lessor's approval is required under section 208 to attach the fixture or make the structural change; and
 (c) the tenant does not attach the fixture, or make the structural change, in accordance with the lessor's agreement.
- (2) The lessor may—
 (a) take action for a breach of a term of this agreement; or
 (b) waive the breach (that is, not take action for the breach) and treat the fixture or structural change as an improvement to the premises for the lessor's benefit (that is, treat the fixture or structural change as belonging to the lessor, without having to compensate the tenant for it).
- (3) In this clause—
lessor's agreement means the agreement given to the tenant by the lessor under section 208 about attaching the fixture, or making the structural change, to the premises.

28 Supply of locks and keys - s 210

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

29 Changing locks - ss 211 and 212

- (1) The lessor or tenant may change a lock at the premises only if—
 (a) the other party to this agreement agrees to the change; or
 (b) the lessor or tenant has a reasonable excuse for making the change; or
 (c) the lessor or tenant believes the change is necessary because of an emergency; or
 (d) the lock is changed to comply with an order of the tribunal.
- (2) However, the tenant may also change a lock at the premises if the tenant—
 (a) believes the change is necessary to protect the tenant or another occupant of the premises from domestic violence; and
 (b) engages a locksmith or other qualified tradesperson to change the lock.
- (3) The lessor or tenant must not act unreasonably in failing to agree to the change of a lock.
- (4) If the lessor or tenant changes the lock, the lessor or tenant must give the other party to this agreement a key for the changed lock, unless—
 (a) the other party agrees to not being given the key; or
 (b) a tribunal orders that the key not be given to the other party.
- (5) If the tenant changes a lock under subclause (2) and gives the lessor a key for the changed lock, the lessor must not give the key to any other person without the tenant's agreement or a reasonable excuse.

- (6) The right of the lessor or tenant to change a lock under this clause is subject to any of the following laws that apply to the premises—
 (a) the *Body Corporate and Community Management Act 1997*;
 (b) the *Building Units and Group Titles Act 1980*;
 (c) a body corporate by-law

Subdivision 4 Damage and repairs

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

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

31 Nominated repairer for emergency repairs - s 216

- (1) The lessor's nominated repairer for emergency repairs of a particular type must be stated either—
 (a) in this agreement for item 18; or
 (b) in a written notice given by the lessor to the tenant.
- (2) Item 18 or the written notice must state—
 (a) the name and telephone number of the nominated repairer; and
 (b) whether or not the nominated repairer is the tenant's first point of contact for notifying of the need for emergency repairs.
- (3) The lessor must give written notice to the tenant of any change of the lessor's nominated repairer or the telephone number of the nominated repairer.
- (4) This clause does not apply if—
 (a) the lessor has given the tenant a telephone number of the lessor; and
 (b) under this agreement the lessor is to arrange for emergency repairs to be made to the premises or inclusions.

32 Notice of damage - s 217

- (1) If the tenant knows the premises have been damaged, the tenant must give notice as soon as practicable of the damage.
- (2) If the premises need routine repairs, the notice must be given to the lessor.
- (3) If the premises need emergency repairs, the notice must be given to—
 (a) the nominated repairer for the repairs; or
 (b) if there is no nominated repairer for the repairs or the repairer can not be contacted - the lessor.
- (4) This clause does not apply to the tenant for damage caused by an act of domestic violence experienced by the tenant.

33 Emergency repairs arranged by tenant - ss 218 and 219

- (1) The tenant may arrange for a suitably qualified person to make emergency repairs or apply to the tribunal under section 221 for orders about the repairs if -
 - (a) the tenant has been unable to notify the lessor or nominated repairer of the need for emergency repairs of the premises; or
 - (b) the repairs are not made within a reasonable time after notice is given.
- (2) The maximum amount that may be incurred for emergency repairs arranged to be made by the tenant is an amount equal to the amount payable under this agreement for 4 weeks rent.
Note - For how the tenant may require reimbursement for the repairs, see sections 219(2) and (3) and 220 and the information statement.

Subdivision 5 Pets

33A Keeping pets and other animals at premises – ss 184B and 184G

- (1) The tenant may keep a pet or other animal at the premises only with the approval of the lessor.
- (2) However, the tenant may keep a working dog at the premises without the lessor's approval.
- (3) The tenant has the approval of the lessor to keep a pet at the premises if keeping the pet at the premises is consistent with item 17.
Notes -
 - 1 If item 17 states 2 cats, the tenant is approved by the lessor to keep up to 2 cats at the premises.
 - 2 For additional approvals to keep a pet or other animal at the premises see clause 33C.
- (4) An authorisation to keep the pet or working dog at the premises continues for the life of the pet or working dog and is not affected by any of the following matters -
 - (a) the ending of this agreement, if the tenant continues occupying the premises under a new agreement;
 - (b) a change in the lessor or lessor's agent;
 - (c) for a working dog - the retirement of the dog from the service the dog provided as a working dog.
- (5) An authorisation to keep a pet, working dog or other animal at the premises may be restricted by a body corporate by-law or other law about keeping animals at the premises.

Examples -

- 1 The premises may be subject to a local law that limits the number or types of animals that may be kept at the premises.
- 2 The premises may be subject to a body corporate by-law that requires the tenant to obtain approval from the body corporate before keeping a pet at the premises.

33B Tenant responsible for pets and other animals - s 184C

- (1) The tenant is responsible for all nuisance caused by a pet or other animal kept at the premises, including, for example, noise caused by the pet or other animal.
- (2) The tenant is responsible for repairing any damage to the premises or inclusions caused by the pet or other animal.
- (3) Damage to the premises or inclusions caused by the pet or other animal is not fair wear and tear.

33C Request for approval to keep pet – ss 184D and 184E

- (1) The tenant may, using the approved form, request the lessor's approval to keep a stated pet at the premises.
- (2) The lessor must respond to the tenant's request within 14 days after receiving the request.
- (3) The lessor's response to the request must be in writing and state -
 - (a) whether the lessor approves or refuses the tenant's request; and
 - (b) if the lessor approves the tenant's request subject to conditions - the conditions of the approval; and
Note - See clause 33D for limitations on conditions of approval to keep a pet at the premises.
 - (c) if the lessor refuses the tenant's request -
 - (i) the grounds for the refusal; and
 - (ii) the reasons the lessor believes the grounds for the refusal apply to the request.
- (4) The lessor may refuse the request for approval to keep a pet at the premises only on 1 or more of the following grounds -
 - (a) keeping the pet would exceed a reasonable number of animals being kept at the premises;
 - (b) the premises are unsuitable for keeping the pet because of a lack of appropriate fencing, open space or another thing necessary to humanely accommodate the pet;
 - (c) keeping the pet is likely to cause damage to the premises or inclusions that could not practicably be repaired for a cost that is less than the amount of the rental bond for the premises;
 - (d) keeping the pet would pose an unacceptable risk to the health and safety of a person, including, for example, because the pet is venomous;
 - (e) keeping the pet would contravene a law;
 - (f) keeping the pet would contravene a body corporate by-law applying to the premises;
 - (g) if the lessor proposed reasonable conditions for approval and the conditions comply with clause 33D - the tenant has not agreed to the conditions;
 - (h) the animal stated in the request is not a pet as defined in section 184A;
 - (i) another ground prescribed by a regulation under section 184E(1)(j).
- (5) The lessor is taken to approve the keeping of the pet at the premises if -
 - (a) the lessor does not comply with subclause (2); or
 - (b) the lessor's response does not comply with subclause (3).

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

- (1) The lessor's approval to keep a pet at the premises may be subject to conditions if the conditions -
 - (a) relate only to keeping the pet at the premises; and
 - (b) are reasonable having regard to the type of pet and the nature of the premises; and
 - (c) are stated in the written approval given to the tenant in a way that is consistent with clause 33C(3).
- (2) Without limiting subclause (1)(b), the following conditions of the lessor's approval are taken to be reasonable -
 - (a) if the pet is not a type of pet ordinarily kept inside - a condition requiring the pet to be kept outside at the premises;
 - (b) if the pet is capable of carrying parasites that could infest the premises - a condition requiring the premises to be professionally fumigated at the end of the tenancy;
 - (c) if the pet is allowed inside the premises - a condition requiring carpets in the premises to be professionally cleaned at the end of the tenancy.

- (3) A condition of the lessor's approval to keep a pet at the premises is void if the condition –
 - (a) would have the effect of the lessor contravening section 171 or 172; or
 - (b) would, as a term of this agreement, be void under section 173; or
 - (c) would increase the rent or rental bond payable by the tenant; or
 - (d) would require any form of security from the tenant.
- (4) For subclause (2), the premises are professionally fumigated, and carpets are professionally cleaned, if the fumigation and cleaning are done to a standard ordinarily achieved by businesses selling those services.

Division 7 Restrictions on transfer or subletting by tenant

34 General - ss 238 and 240

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

35 State assisted lessors or employees of lessor - s 237

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

Division 8 When agreement ends

36 Ending of agreement - s 277

- (1) This agreement ends only if –
 - (a) the lessor and tenant agree, in a separate written document, to end this agreement; or
 - (b) the lessor gives a notice to leave premises to the tenant under section 326 and the tenant hands over vacant possession of the premises to the lessor on or after the handover day; or
 - (c) the tenant gives a notice of intention to leave premises to the lessor under section 327 and hands over vacant possession of the premises to the lessor on or after the handover day; or
 - (d) the tenant vacates, or is removed from, the premises after receiving a notice from a mortgagee or appointed person under section 317; or
 - (e) the tenant abandons the premises and the period for which the tenant paid rent has ended; or
 - (f) the tribunal makes an order terminating this agreement.

- (2) Also, this agreement ends for a sole tenant if –
 - (a) the tenant gives the lessor a notice ending tenancy interest and hands over vacant possession of the premises; or
Note – See chapter 5, part 1, division 3, subdivision 2A of the Act for the obligations of the lessor and tenant relating to a notice ending tenancy interest.
 - (b) the tenant dies.
Note – See section 324A for when this agreement ends if a sole tenant dies.

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

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

38 Keys

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

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

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

40 Exit condition report - s 66

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

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

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

Division 9 Miscellaneous

42 Supply of goods and services - s 171

- (1) The lessor or the lessor's agent must not require the tenant to buy goods or services from the lessor or a person nominated by the lessor or agent.
- (2) Subclause (1) does not apply to -
 - (a) a requirement about a service charge; or
Note - See section 164 for what is a service charge.
 - (b) a condition of an approval to keep a pet if the condition -
 - (i) requires the carpets to be cleaned, or the premises to be fumigated, at the end of the tenancy; and
 - (ii) complies with clause 33D; and
 - (iii) does not require the tenant to buy cleaning or fumigation services from a particular person or business.

43 Lessor's agent

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

44 Notices

- (1) A notice under this agreement must be written and, if there is an approved form for the notice, in the approved form.
Note - Download approved forms via the RTA website rta.qld.gov.au.
- (2) A notice from the tenant to the lessor may be given to the lessor's agent.
- (3) A notice may be given to a party to this agreement or the lessor's agent -
 - (a) by giving it to the party or agent personally; or
 - (b) if an address for service for the party or agent is stated in this agreement for item 1, 2 or 3 - by leaving it at the address, sending it by prepaid post as a letter to the address; or
 - (c) if a facsimile number for the party or agent is stated in this agreement for item 1, 2 or 3 and item 4 indicates that a notice may be given by facsimile - by sending it by facsimile to the facsimile number in accordance with the *Electronic Transactions (Queensland) Act 2001*; or
 - (d) if an email address for the party or agent is stated in this agreement for item 1, 2 or 3 and item 4 indicates that a notice may be given by email - by sending it electronically to the email address in accordance with the *Electronic Transactions (Queensland) Act 2001*.
- (4) A party or the lessor's agent may withdraw his or her consent to notices being given to them by facsimile or email only by giving notice to each other party that notices are no longer to be given to the party or agent by facsimile or email.
- (5) If no address for service is stated in this agreement for item 2 for the tenant, the tenant's address for service is taken to be the address of the premises.

- (6) A party or the lessor's agent may change his or her address for service, facsimile number or email address only by giving notice to each other party of a new address for service, facsimile number or email address.
- (7) On the giving of a notice of a new address for service, facsimile number or email address for a party or the lessor's agent, the address for service, facsimile number or email address stated in the notice is taken to be the party's or agent's address for service, facsimile number or email address stated in this agreement for item 1, 2 or 3.
- (8) Unless the contrary is proved -
 - (a) a notice left at an address for service is taken to have been received by the party to whom the address relates when the notice was left at the address; and
 - (b) a notice sent by post is taken to have been received by the person to whom it was addressed when it would have been delivered in the ordinary course of post; and
 - (c) a notice sent by facsimile is taken to have been received at the place where the facsimile was sent when the sender's facsimile machine produces a transmission report indicating all pages of the notice have been successfully sent; and
 - (d) a notice sent by email is taken to have been received by the recipient when the email enters the recipient's email server.

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

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

Names of Approved Occupants: Loretta Pitt & Jaaron Pitt

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

 **Other languages:** You can access a free interpreter service by calling the RTA on 1300 366 311 (Monday to Friday, 8:30am to 5:00pm).**Signature of lessor/agent**

Name/trading name

Twomey Schriber Property Group

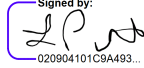
Signature


ED58D79018FE4A2...Date / /
20-05-2025**Signature of tenant 1**

Print name

Loretta Pitt

Signature


020904101C9A493...Date / /
19-05-2025**Signature of tenant 2**

Print name

Jaaron Pitt

Signature


7F5C8FA8FBC54B4...Date / /
19-05-2025**Signature of tenant 3**

Print name

Signature

Date / /

Special Terms

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

45 Occupation and use of premises

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

46 Subletting via online home sharing platforms

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

47 Care of the premises by the tenant

- (1) During the tenancy, the tenant must-
 - (a) not do anything that might block any plumbing or drains on the premises;
 - (b) keep all rubbish in the bin provided by the local authority in an area designated by the lessor or as the local authority may require;
 - (c) put the bin out for collection on the appropriate day for collection and return the bin to its designated place after the rubbish has been collected;
 - (d) maintain the lawns and gardens at the premises having regard to their condition at the commencement of the tenancy, including mowing the lawns, weeding the gardens and watering the lawns and gardens (subject to council water restrictions);
 - (e) subject to the lessor's obligations under clause 25(1)(e) and 25(2)(e), keep the premises free from pests and vermin, having regard to the condition of the premises at the commencement of the tenancy;
 - (f) keep the walls, floors, doors and ceilings of the premises free of nails, screws or adhesive substances, unless otherwise agreed to by the lessor in accordance with clause 27;
 - (g) keep the swimming pool, filter and spa equipment (if any) clean and at the correct chemical levels having regard to their condition at the start of the tenancy;
 - (h) not interfere with nor make non-operational any facility that may be provided with the premises (eg. smoke alarms, fire extinguishers, garden sprinkler systems, hoses etc).
- (2) The obligations of the tenant at the end of the tenancy regarding the conditions of the premises include-
 - (a) if the carpets were cleaned to a certain standard at the start of the tenancy, the tenant must ensure the carpets are cleaned to the same standard, fair wear and tear excepted, at the end of the tenancy. For the sake of clarity, a special term or condition for approval to keep a pet at the premises requiring carpets in the premises to be professionally cleaned at the end of the tenancy overrides this special term;
 - (b) if the property was free of pests and vermin at the start of the tenancy, the tenant must ensure the property meets the same standard at the end of the tenancy. For the sake of clarity, a special term or condition for approval to keep a pet at the premises requiring the premises to be professional fumigated at the end of the tenancy overrides this special term;
 - (c) repairing the tenant's intentional or negligent damage to the premises or inclusions;
 - (d) returning the swimming pool, filter and spa equipment (if any) to a clean condition with correct chemical levels having regard to their condition at the start of the tenancy;
 - (e) replacing inclusions damaged during the tenancy having regard to their condition at the start of the tenancy, fair wear and tear excepted;
 - (f) mowing lawns, weeding gardens having regard to their condition at the start of the tenancy;
 - (g) remove all property other than that belonging to the lessor or on the premises at the start of the tenancy.

48 Photographs of the property during an inspection

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

49 Locks and keys

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

Special Terms *continued...*

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

50 Liability excluded

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

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

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

51 Lessor's insurance

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

(2) The lessor may claim from the tenant -

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

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

52 Tenant's insurance

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

53 Smoke alarm obligations

The tenant must-

(1) Test each smoke alarm in the premises-

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

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

(3) Advise the lessor as soon as practicable if the tenant/s become/s aware that a smoke alarm in the premises has failed or is about to fail (other than because the battery is spent or almost spent); and
Note: In interpreting the word "spent" when referring to a battery, the term is used to include reference to a battery which is flat, non-functioning or lacking in charge that it does not properly operate the smoke alarm.

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

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

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

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

54 Portable pool obligations

(1) The tenant must-

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

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

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

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

Special Terms *continued...*

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

55 Pets

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

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

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

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

56 Electronic Signing

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

Special Condition

General Tenancy - Pets not Permitted Inside Dwelling

PETS NOT PERMITTED INSIDE DWELLING

In addition to clause 33A(3), the lessor approves a pet as stated in Item 17 of this agreement to be kept at the premises subject to the following conditions:

- (1) The pet is not permitted inside any dwelling on the premises.

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

- (2) If the pet is capable of carrying parasites that could infest the premises, the premises must be professionally fumigated at the end of the tenancy.
- (3) The premises are professionally fumigated, if the fumigation is done to a standard ordinarily achieved by business selling that service.

For the sake of clarity, the conditions outlined in this special term relate only to the lessor's approval to keep a pet at the premises as stated in Item 17 of this agreement.

For requests for approval to keep a pet at the premises inconsistent with Item 17 of this agreement, see clauses 33C and 33D of this agreement and sections 184D to 184F of the Act.

Special Condition

General Tenancy - Rent Increase During a Fixed Term Agreement

RENT INCREASE DURING A FIXED TERM AGREEMENT

- (a) In accordance with Item 7 of the Tenancy Details in the Agreement, rent shall be \$ 450.00
per week ("the initial rent").
↑ *insert week, fortnight or month*
- (b) The initial rent shall be payable from the date nominated in Item 6.2 of the Tenancy Details until
02 February 2026 ("the initial rental period").
- (c) From the end of the initial rental period, rent shall increase to \$ 485.00
per week until the termination of the Tenant's obligations to pay rent as set out herein.
↑ *insert week, fortnight or month*

Special Condition

General Tenancy - Smoking Not Allowed on Premises

SMOKING NOT ALLOWED ON PREMISES

- (a) The Tenant must not, or allow any other person to, use or smoke tobacco or other smoke producing substance within any dwelling on the premises.
- (b) For the purposes of this Special Term a dwelling contained on the Premises shall include any enclosed area, room or structure attached to the dwelling, including but not limited to any garage, sunroom or enclosed veranda. A dwelling shall include any structure on the Premises designed to be used as a residence for human habitation.

Annexure A

PET AGREEMENT

If a pet is approved at the commencement of the tenancy or during the tenancy, the Tenant acknowledges and agrees to the following terms:

- 1.The Lessor has agreed to permit pet/s at the Premises as specified in the General Tenancy Agreement.
- 2.Any pet/s other than the approved pet/s specified in the General Tenancy Agreement must first be requested by the Tenant in writing via a separate Pet Application giving full details and then be approved in writing by the Lessor PRIOR to the pet/s being allowed onto the Premises. Pet approval may be subject to specific criteria and must be complied with. Approval is NOT guaranteed.
- 3.The Tenant shall be liable for any damage or injury whatsoever caused by the pet/s on the Property, whether they are the Tenants pets or their guests pets and regardless of their approval status.
- 4.The Tenant accepts full responsibility and indemnifies the Lessor for any claims by or injuries to third parties or their Property caused by, or as result of actions by their pet/s or their guests pet/s, and regardless of their approval status.
- 5.The Tenant agrees to arrange for Tick & Flea Fumigation at the end of the Tenancy or at a time during the Tenancy as required or requested by the Lessor / Lessors Agent to be carried out.
- 6.The pet/s are to be outside at all times, unless specified otherwise in the General Tenancy Agreement. Guide dogs are an exception.
- 7.If the pet is a dog, the Tenant agrees to restrain or remove the dog from the premises for the duration of inspections arranged by the Agent with the required notice given.

FURNISHED PROPERTY

If the property is furnished the Tenant agree to have all furniture steam cleaned at the expiry of the agreement. The tenant agrees that at the end of the tenancy all furniture and inventory will be neat, tidy and placed in it's original place of storage.

AIR CONDITIONING FILTERS AND EXHAUST FANS

The Tenant/s agree to clean the air conditioning filters, ceiling fans and exhaust fans regularly and upon vacating the premises.

TIMBER/LINO FLOORING

The Tenant/s will use felt protectors (or similar product) on the bases of any furniture placed on Timber or Lino floor surfaces in order to prevent scratches or other damage.

VEHICLES

The Tenant/s or the Tenant's invitees are not to park or store vehicles, boats or trailers on any areas other than those designated for parking, this includes not parking on the grass. No unregistered vehicles are to be stored at the property.

DRIVEWAY AND CAR SPACE AREAS

Where the premises includes a garage, car space or driveway for the Tenant/s exclusive use, the Tenant acknowledges and confirms it is the Tenant/s responsibility to keep such areas free from oil stains and otherwise keep such areas clean and tidy.

TRADESPERSON CALLOUT WHERE TENANT IS RESPONSIBLE

If the Tenant/s request the services of a tradesperson to carry out repairs in the premises and there is no fault found or the fault is found to have been caused by the Tenant/s or their guest or the Tenant/s own property, the Tenant/s acknowledge and agree they will be responsible for payment of the fees charged by the tradesperson.

CURTAINS AND BLINDS

The Tenant/s acknowledge they will return the curtains and/ or blinds to the same cleaning standard as the entry condition report.

AIR FRYERS / APPLIANCES

The tenant agrees that if they are using an air fryer or any other cooking appliance that produces heat at the premises that they take precautions to protect the benchtop below such as a heat protector mat.

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

000038762238



Annexure B

The smoke alarms in this property are covered under Smoke Alarm Testing Services annual subscription. In the event there is a fault with the alarms or they are continually sounding, please refer to the following link, <https://www.sats.com.au/false-alarms/> for the manual. Alternatively, contact the tenant enquiry number on 1300 552 199.

2 Bond lodgement (Form 2)

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



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

By submitting this form to the Residential Tenancies Authority (RTA), each signatory affirms that, to the best of their knowledge, the information provided by them on this form is accurate and truthful and confirms that the document is not false or misleading in any material particular.

Page 1 of 2 - Complete all pages

Lodge form online (rta.qld.gov.au) or by post. Do not email this form.

☒ New bond **OR** ☐ Existing rental bond number

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

1/52 Armbrust St

Manoora, QLD

Postcode 4870

2 Agreement starts 13 / 6 / 2025

Agreement ends 12 / 6 / 2026

3 Number of bedrooms 2

4 Type of dwelling

Residential tenancy

☒ Flat/unit ☐ House ☐ Townhouse ☐ Granny Flat
☐ Moveable dwelling/site ☐ Moveable dwelling/site with electricity supplied and individually metered

OR

Rooming accommodation

☐ Boarding house ☐ Supported accommodation ☐ Student rooming accommodation ☐ Granny Flat
☐ Room within a property where the owner also lives

5 Type of management

Residential tenancy

☐ Owner ☒ Property manager ☐ Moveable dwelling owner/manager
☐ Social housing organisation
☐ Other _____

OR

Rooming accommodation

☐ Owner ☐ Manager/provider ☐ Real estate agent
☐ Other _____

6 Property manager/owner

Full name/trading name Twomey Schriber Property Group

ABN 9 8 1 7 7 5 6 0 1 7 6 RTA ID (if known)

Postal address 320 Sheridan Street, CAIRNS NORTH, QLD

Postcode 4870

Phone 0740313138

Mobile

Date

Signature

Email zeta@tspropertygroup.com.au

☐ tick if you agree to receive RTA notices by email

DocuSigned by:

Kylie Doig

ED58D79018FE4A2...

20-05-2025

7 Payment method

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

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

Continued on page 2

2 Bond lodgement (Form 2)

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



Page 2 of 2 - Complete all pages

IMPORTANT: Copy rental bond details and address of rental property from page 1

☒ **New bond** OR ☐ **Existing rental bond number**

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

1/52 Armbrust St

Manoora, QLD

Postcode 4870

8 Weekly rent and bond

Total bond

Weekly rent

Bond paid with this form

\$ 1,800.00

\$ 450.00

\$ 1,800.00

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

When was the rent for the premises last increased? Date / /

Is the property manager/owner or provider classified as exempt, as defined in the Act? Yes ☐ No ☐

Did the property owner/provider purchase the rental premises within 12 months of the tenancy agreement commencing? Yes ☐ No ☒

If yes to above: What was the date the property was purchased? / /

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

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

Tenant 1

First name/s Loretta		Last name Pitt		\$ 900.00
Date of birth / /	Phone		Mobile 0428 079 399	
RTA ID (if known)		Date / /		Signature Signed by: 020904101C9A493... 19-05-2025
Email acyhclp72@gmail.com		☐ tick if you agree to receive RTA notices by email		
Optional - do you identify as: (mark all that apply) ☐ Aboriginal and Torres Strait Islander peoples ☐ Culturally and Linguistically diverse people ☐ People living with a disability				

Tenant 2

First name/s Jaaron		Last name Pitt		\$ 900.00
Date of birth / /	Phone		Mobile 0475 588 745	
RTA ID (if known)		Date / /		Signature Signed by: 7F5C8FA6FBC54B4... 19-05-2025
Email pittjaaron@gmail.com		☐ tick if you agree to receive RTA notices by email		
Optional - do you identify as: (mark all that apply) ☐ Aboriginal and Torres Strait Islander peoples ☐ Culturally and Linguistically diverse people ☐ People living with a disability				

Tenant 3

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

2 Bond lodgement (Form 2)

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



Use this form to

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

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

Paying the bond

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

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

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

The RTA is collecting your personal information for the purpose of carrying out the RTA's functions under the Residential Tenancies and Rooming Accommodation Act 2008 (Qld) and may provide your information to QCAT and other bodies in accordance with the RTA's functions. For more information see the RTA's [privacy plan](#) contained on the RTA website.

The RTA does not accept responsibility for any loss or damage which may result from providing incorrect information to the RTA.

Section 447 of the Residential Tenancies and Rooming Accommodation Act 2008 (Qld) makes it an offence for a person to knowingly give the RTA documents containing false or misleading information. Maximum penalty for such an offence – 20 penalty units.

Maximum bond

Residential tenancy

- equal to 4 weeks rent regardless of the weekly rent amount

Moveable dwelling (e.g. caravan)

- equal to 2 weeks rent regardless of the weekly rent amount
- when electricity is supplied and individually metered, equal to 3 weeks rent regardless of the weekly rent amount

Rooming accommodation

- equal to 4 weeks rent regardless of the weekly rent amount
- if bond is paid in instalments, go to rta.qld.gov.au for details

Rent increase

You can find the date of the last rent increase on your General Tenancy Agreement (Form 18a, Form 18b or Form R18) or alternatively ask your property manager/owner or provider.

The property manager/owner or provider must not increase, or propose to increase, the rent payable by a tenant/resident less than 12 months after the last rent increase for the residential premises or resident's room.

Rent increase requirements do not apply to exempt property managers/owners or exempt providers. The Act provides definitions for an exempt property manager/owner and an exempt provider.

For properties purchased between 6 June 2023 and 6 June 2025, the requirement to include the date of the last rent increase in the tenancy agreement and to provide evidence of a rent increase upon the tenant's request does not apply if the new owner or property manager does not have information about the previous rent increase. For properties being rented for the first time, the date of the last rent increase is the date the property is first rented.



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





Information Statement Form 17a

Pocket guide for tenants – houses and units

Residential Tenancies and Rooming Accommodation Act 2008
(Section 67)

Changes to Queensland tenancy laws came into effect on 1 May 2025 and included updates to the rental application process, entry notice periods, entry frequency, protecting privacy, disclosing benefits and a revised process to request fixtures and structural changes.

Learn more about these changes at rta.qld.gov.au or call us on 1300 366 311.

The Residential Tenancies Authority (RTA) is the Queensland Government statutory body that administers the *Residential Tenancies and Rooming Accommodation Act 2008*. The RTA provides tenancy information and support, bond management, dispute resolution, education services, and compliance and enforcement.

When renting...

You must

- pay the rent on time
- keep the property clean and undamaged and leave it in the same condition it was in when you moved in (fair wear and tear excepted)
- abide by the terms of the tenancy agreement
- respect your neighbours' right to peace and quiet

The property owner/manager must

- ensure the property is vacant, clean and in good repair at the start of the tenancy
- only collect personal information from the tenant during the tenancy if it is related to management of the premises
- securely store, handle and destroy any personal information gathered during the tenancy as prescribed by the Act
- respect your privacy and comply with entry requirements
- carry out repairs and maintenance
- meet all health and safety laws
- lodge your bond with the RTA
- provide the day the rent for the premises was last increased in the tenancy agreement.

Your tenancy details

Property owner/manager contact details

Bond number

Tenancy end date

Emergency repairs contact/s

Moving in

Application process

Property managers/owners must require prospective tenants to apply for a residential tenancy agreement using the approved form that complies with the Act. The standardised tenancy application form is the RTA's [Rental application \(Form 22\)](#). The application form must not request any information beyond what is specified in the RTA's Rental application (Form 22). Rules apply to the collection, storage, and destruction of personal information gathered during the application process.

Tenancy agreement

A [General tenancy agreement \(Form 18a\)](#), also called a lease, is a legally binding written contract between you and the property owner/manager. It must include standard terms and may include special terms (e.g. pool maintenance). It must also include the day the rent for the premises was last increased except where renting through an exempt property manager/owner.

You and the property owner/manager must sign the agreement and you should be given a copy.

Period of tenancy agreement:

- Fixed term agreement – has a start date and an end date and you agree to rent the property for a fixed amount of time (e.g. 12 months)
- Periodic agreement – when you agree to rent the property for an unspecified amount of time (there will be a start date but no end date)

Unit/townhouse/apartment by-laws

If you are renting in a unit, townhouse or apartment complex you may have body corporate by-laws to comply with. The property manager/owner should give you a copy of the relevant by-laws when you start the tenancy. These are a set of rules relevant to your complex or building and form part of your tenancy agreement.

For information regarding body corporate laws, please visit the [Body Corporate Commissioner's website](#).

Bond

A rental bond is a security deposit you pay at the start of a tenancy and is lodged with the RTA. The property owner/manager must not hold your bond. The maximum bond allowed to be taken is equivalent to four weeks' rent, regardless of the weekly rent amount.

You can lodge your bond directly with the RTA using [RTA Web Services](#). Alternatively, once the bond is paid, the property owner/manager must give you a receipt and complete a Bond lodgement online or provide you with a paper [Bond lodgement \(Form 2\)](#) which you must sign. The property owner/manager must lodge the bond with the RTA within 10 days. Check with the property owner/manager. You will receive notification from the RTA once the bond has been lodged.

Bond increases

Your bond can be increased if your rent is increased. Any extra bond money paid by you must be lodged with the RTA by the property owner/manager or you. You can do this directly via [RTA Web Services](#). The maximum bond allowed to be taken is equivalent to four weeks' rent, regardless of the weekly rent amount.

Rent

Generally you will be asked to pay rent in advance before, or when, you move in.

- For a fixed term agreement: a maximum of 1 month's rent in advance
- For a periodic agreement: a maximum of 2 weeks rent in advance

Your property manager/owner cannot, at the start of a new tenancy, solicit, accept or invite you to pay more rent in advance than what is allowed under tenancy law, or accept rent greater than this amount.

You can't be asked to pay more rent until the rent in advance has been used up.

When rent is paid electronically, you must arrange for the money to leave your account on a certain day, and the rent is considered paid on this day.

Property managers/owners must offer you at least two ways to pay rent. One of these ways must not exceed reasonable transactional costs (costs beyond standard transaction fees), and it must be reasonably accessible to you.

Before signing a tenancy agreement, property managers/owners must provide a written notice outlining any associated costs incurred by using the payment methods offered.

Property managers/owners must disclose any financial benefits they may receive if you use a specific rent payment method.

Rent increases

Rent can only be increased if it has been at least 12 months since the current rent amount became payable for the residential premises.

Rent cannot be increased during a fixed term agreement unless it is stated in the agreement and even then 2 months notice (in writing) must be given.

Rent can be increased in a periodic agreement by giving 2 months notice (in writing).

Under the Act, the date of the last rent increase must be included in the tenancy agreement. You have the right to request written proof of the last rent increase during the tenancy, and your property manager or owner must provide this information within 14 days. However, these requirements do not apply in the following cases:

- Exempt Lessors: the Act outlines who qualifies as an exempt lessor.
- For properties purchased between 6 June 2023 and 6 June 2025: the requirement to include the date of the last rent increase in the tenancy agreement and to provide evidence of a rent increase upon the tenant's request does not apply if the new owner or property manager does not have information about the previous rent increase.
- For properties being rented for the first time: the date of the last rent increase is the date the property is first rented.

Note: A property manager or owner is considered to have evidence of the last rent increase if they or their agent (such as a real estate agent, property manager, or lawyer) has this information.

If you are concerned the rent increase may be less than 12 months since the last increase for the residential premises, you can ask the property manager/owner in writing to provide evidence of the last increase.

Some rent increase rules do not apply to exempt property managers/owners. The Act provides definitions for an exempt property manager/owner.

Rent decreases

Rent decreases may occur when there is a drop in the standard of the property, a decrease in services provided (e.g. the availability of car parking), or if a natural disaster (e.g. flooding, fire) makes the property partially unfit to live in. Any agreement about a rent decrease should be put in writing and signed by the property owner/manager and you.

If rent has been decreased and later returns to the original amount, this change is not considered a rent increase within the 12-month limits under the Act.

Water usage

You can be charged full water consumption costs only if the property owner/manager meets a specific set of conditions. Check your tenancy agreement and our website for more detail.

Water bills may be issued quarterly or half-yearly. Check with your property owner/manager how often and when bills are issued. These bills must be provided by a property manager/owner within 4 weeks of receiving the document or you do not have to pay.

Electricity/gas/phone/internet

Check your tenancy agreement – in most cases you will need to arrange connection and pay for the services. Check with the property owner/manager to clarify arrangements for internet or TV connections, satellite dish installation or solar electricity rebates (if applicable).

For general service charges in tenancy agreements and moveable dwellings, where you pay for utilities or other services, a property manager/owner must provide you with a copy of the document from the relevant service provider that shows the charges. This must be done within 4 weeks of the property manager/owner receiving the document.

This requirement applies to individually metered utilities for moveable dwellings and it does not include service charges or utilities services that are included in the rent.

Entry condition report

The property owner/manager must give you an [Entry condition report \(Form 1a\)](#).

It is important for you to take the time and check the condition of the property at the start of the tenancy. This will help to avoid disputes about the condition of the property when you move out. You must complete the report and return a signed copy to the property owner/manager within 7 days. The property owner/manager must give you a copy of the signed final report within 14 days.

To prevent disputes, the RTA strongly advises both parties ensure the meter reading is recorded in both entry and exit conditions reports at the beginning and end of the tenancy.

The RTA also recommends taking photos and attaching them to the report as proof of the condition of the property.

During a tenancy

Maintenance

You are responsible for looking after the property and keeping it, and any inclusions (like the oven), clean. The property owner/manager is responsible for ensuring the property is fit to live in and in a good state of repair, including carrying out general repairs and maintenance during your tenancy. They must also make sure the property complies with any health and safety laws.

Minimum housing standards

Minimum housing standards, aim to ensure all Queensland rental properties are safe, secure and functional.

The property must meet minimum housing standards when you move in and throughout the tenancy agreement.

Routine repairs

You should notify the property owner/manager of any necessary repairs. They will generally carry out repairs or organise someone to do them. You should not carry out repairs without written consent.

If you have notified the property owner/manager of a repair – by email, maintenance request, or a [Notice to remedy breach \(Form 11\)](#) – and they don't make the repair within a reasonable time, you can apply for free dispute resolution at the RTA and may have the option to apply for a repair order from the Tribunal after conciliation.

When entering the property for repairs the property owner/manager must provide the appropriate entry notice period. If you or your guests damage the property, you will have to pay for the repairs.

What to do for emergency repairs

If the property owner/manager or nominated repairer listed on your tenancy agreement (or the front page of this guide) cannot be contacted, you can:

1. arrange for a qualified person to carry out emergency repairs to a maximum value of 4 weeks rent (check your tenancy agreement to clarify what is an emergency repair).
If you pay the repairer, you will need to give the receipt to the property owner/manager who must pay you back within 7 days. Keep copies of all receipts. Alternatively, you can ask the property owner/manager to pay the repairer directly.
2. Make an urgent application to the Tribunal for a repair order for the emergency repair.

Applying for a repair order

To avoid issues with enforceability of a repair order you are encouraged to list all relevant parties – including the property owner in the application to QCAT. Although QCAT determines the content and specifics of a repair order, including the property owner on the application may help to clarify accountability, support compliance, and

encourage timely repairs. The property owner's details may be found in the tenancy agreement or by contacting the managing party for the rental property.

Learn more about how to apply for a repair order in the [Repair orders fact sheet](#).

Smoke alarms

Property owners/managers must install, maintain and replace smoke alarms in rental properties, in line with Queensland legislation. Visit Queensland Fire Department (fire.qld.gov.au) for more information. You also have responsibilities including testing and cleaning smoke alarms and replacing batteries (unless the battery is built into the smoke alarm in a way that prevents the battery being removed). See our website for more information.

Fixtures

Fixtures and structural changes can only be made with the property manager's/owner's written consent. You are required to use the [Request for approval to attach fixtures or make structural changes \(Form 23\)](#), to request permission from a property manager/owner to attach fixtures or make structural changes to the premises. A property manager/owner must respond to your request in writing within 28 days after receiving the request. You cannot attach fixtures or make structural changes to the premises solely because your property manager/owner has not responded within the 28 day timeframe.

If you proceed to attach fixtures or make structural changes to the premises without agreement you are in breach of the agreement.

A tenant experiencing domestic and family violence can arrange for a qualified tradesperson to change the locks in their rental property to ensure their personal safety. The tenant must provide copies of the keys to the property owner/manager unless the property owner/manager agrees to not being given a copy of the key.

A tenant cannot change locks to common property in community title schemes.

Requesting to rent with a pet

If you wish to keep a pet at the property, you must seek written approval from the property owner using a [Request for approval to keep a pet in rental property \(Form 21\)](#).

The property owner must respond in writing within 14 days after receiving your request.

- If they approve, they can outline additional reasonable conditions for the approval of the pet. You may agree to the outlined conditions or try to negotiate.
- If they do not approve the request, they must provide a specific reason under the legislation for rejecting the request.

When considering keeping a pet, you must also adhere to other applicable rules such as house rules, local council laws or body corporate by-laws.

Inspections and viewings

Routine inspections can be carried out every 3 months to ensure the property is well cared for and there are no maintenance or health and safety issues.

The property owner/manager may also need to enter the property for repairs or a viewing if it is being re-let or put up for sale. In most cases they must give you an [Entry notice \(Form 9\)](#) before they can enter. However, they may enter in an emergency or if you verbally agree with the entry. Entry must occur at a reasonable time. Visit our website for more details.

If your property manager/owner serves you a [Notice to leave \(Form 12\)](#) or you issue a [Notice of intention to leave \(Form 13\)](#), a property owner/manager cannot enter the property more than 2 times within a 7 day period while that notice is in effect. It's important to note that if a Notice to leave (Form 12) is issued at the beginning of the tenancy, the entry limit of twice in 7 days will apply for the entirety of the notice period.

The limitation does not apply where the entry is:

- by mutual agreement with a tenant
- to comply with the *Fire Services Act 1990* in relation to smoke alarms
- to comply with the *Electrical Safety Act 2022* in relation to approved safety switches
- where a property manager/owner reasonably believes that entry is necessary to protect the premises or its contents from imminent or further damage.

For open home inspections (when multiple inspections occur at the same time), your written consent must be sought by the property owner/manager.

Sub-letting and co-tenancies

If you want to rent out a room or part of the property, you must seek written permission from the property manager/owner and they must have good reason to say no.

Check your tenancy agreement first, talk to your property owner/manager and get any agreed arrangements in writing. Head-tenants have the same responsibilities as a property owner/manager including giving their sub-tenant a receipt for bond money paid and lodging the bond with the RTA.

Problems

If you do something wrong

If you breach the agreement, the property owner/manager can issue a [Notice to remedy breach \(Form 11\)](#).

Example: you don't pay the rent as per the tenancy agreement and it remains unpaid for 7 days or more or you do not keep the property in the agreed condition.

If you don't fix the problem you may be given a [Notice to leave \(Form 12\)](#) by the property owner/manager.

If the property owner/manager does something wrong

If the property owner/manager breaches the agreement, you can issue a [Notice to remedy breach \(Form 11\)](#).

Example: the property owner/manager fails to keep the property well maintained, does not respond to a repair request or enters the property without the correct notice.

If you have notified the property owner/manager of a repair and they have not taken action within a reasonable timeframe, you may have the option to apply to the Tribunal for a repair order.

Resolving problems

Good communication is the key to resolving most problems. Find out your rights and responsibilities and talk to the property owner/manager directly. If this does not work, the RTA's free and impartial dispute resolution service may be able to help. If it remains unresolved, you may be able to take the matter to the Queensland Civil and Administrative Tribunal (QCAT).

Extending your fixed term tenancy

If you want to stay on under a new fixed term agreement, and there are no changes other than the end date, you and the property owner/manager should sign a letter or statement that includes the new date.

If there are changes to any of the terms of the agreement, the property owner/manager will need to prepare a new written tenancy agreement and you must both sign it before the old one ends. If there is a significant change (e.g. a rent increase you think is excessive) you can dispute it, but only after you've signed the new agreement.

Note: that the rent cannot be increased unless at least 12 months have passed since the last rent increase and a property manager/owner must offer you at least two ways to pay rent. One of these ways must not exceed reasonable transactional costs (costs beyond standard transaction fees), and it must be reasonably accessible to you.

If the end date of a fixed term agreement goes by without any contact between you and the property owner/manager, it continues as a periodic agreement.

Moving out

Ending your fixed term or periodic agreement

You cannot move out at the end of a fixed term agreement without giving notice.

If you wish to leave you must give 14 days notice in writing. If the property manager/owner wants you to leave they must give you 2 months notice.

You must continue to pay rent until you move out.

You must leave the property in the same condition it was in before you moved in, fair wear and tear excepted.

Remember to disconnect your electricity, gas, telephone and internet from your current property and re-direct your mail when you move out.

Breaking your tenancy agreement

If you break the tenancy agreement (e.g. you decide to leave early), you may be responsible for reletting costs.

Reletting costs for fixed-term agreements are calculated based on how much of the lease has expired. The specific reletting costs depend on how much of the agreed tenancy duration has passed when you vacated:

- Less than 25% = 4 weeks rent
- 25% to less than 50% = 3 weeks rent
- 50% to less than 75% = 2 weeks rent
- 75% or more = 1 week's rent
- For agreements up to 3 years it's the lower amount of the specified reletting costs or the rent until a new tenant moves in.

Excessive hardship

If you experience excessive hardship and are unable to continue the tenancy, you can make an urgent application to QCAT to end the tenancy.

Examples of excessive hardship can include serious illness or loss of employment.

The person applying to QCAT will need to show evidence of their circumstances. QCAT may make orders regarding compensation to the property owner/manager and terminating the tenancy from an agreed date.

Exit condition report

You should complete an [Exit condition report \(Form 14a\)](#). It shows the condition of the property when you leave and compares it to the condition of the property when you moved in. If possible you should try to arrange a final inspection with your property owner/manager.

The property owner/manager should complete their side of the report, sign it and return a copy to you within 3 business days of receiving it.

To prevent disputes, the RTA strongly advises both parties ensure the meter reading is recorded in both entry and exit conditions reports at the beginning and end of the tenancy.

The RTA also recommends taking photos and attaching them to the report to prove the condition of the property.

Getting your bond back

You get your bond back at the end of the tenancy as long as no money is owed to the property owner/manager for rent, damages or other costs. You can apply to have your bond money returned on, or after, the expiry date for the notice ending the tenancy. You need to provide the RTA with your contact details, forwarding address and bank account details to receive your bond refund. You can update your details quickly and easily online using [RTA Web Services](#).

Bonds can only be refunded into Australian bank accounts. The quickest and easiest way to get your bond back is an agreed refund between you and your property owner/manager.

Rental bonds lodged on or after 30 September 2024 will require supporting evidence to be provided to you when a property manager/owner claims or disputes a bond refund request. This must be done within 14 days of the bond claim or dispute. Not providing supporting evidence to you when a claim or dispute is made against a bond is an offence.

For rental bonds lodged with the RTA before 30 September 2024, a 12 month transitional period from 30 September 2024 to 30 September 2025 applies. Evidence does not need to be provided for bond claims until after this period expires.

If you and the property owner/manager agree on the refund amount

You and the property owner/manager can request a bond refund online using [RTA Web Services](#). Alternatively, you and your property owner/manager must sign the paper based [Refund of rental bond \(Form 4\)](#) and submit it to the RTA. The RTA will refund the bond as directed within a few days.

If you and the property owner/manager disagree

The RTA encourages you and your property owner/manager to try and resolve any issues in the first instance. Either you or the property owner/manager can submit a bond refund form online using [RTA Web Services](#) or the paper based [Refund of rental bond \(Form 4\)](#).

The RTA will process the first refund request made (Party A). If the other person (Party B), whose signature/ agreement is missing, disagrees with Party A's refund request, they can dispute the claim within the timeframe stated to prevent payment.

The RTA will send Party B a Notice of claim and Party B can disagree digitally via [Web Services](#) or submit a [Dispute resolution request \(Form 16\)](#) to the RTA by the due date. If the RTA does not receive a digital response via Web Services or a completed Form 16 from Party B within the 14 day period as stated on the notice, the bond will be paid out, as directed on Party A's bond refund form.

If Party B disagrees on the bond refund through the above process, it will commence the dispute process with the RTA's dispute resolution service where a conciliator will try to help resolve the disagreement. If agreement is reached, both parties will need to sign a bond refund form and the bond is paid out as what is agreed in this process.

If agreement is not reached, Party B (the person who disputed the refund form) can apply to QCAT for a decision. They must do so within 7 days and notify the RTA in writing of the QCAT application within the correct timeframe.

If no QCAT application is lodged by Party B within the 7 day timeframe, the RTA will pay the bond as directed on Party A's bond refund form. More details on dispute resolution are available at rta.qld.gov.au and information about QCAT can be found at qcat.qld.gov.au.

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Domestic and family violence support

Domestic and family violence in a rental property

Domestic and family violence is any form of violence or abuse where the abusive person is a spouse (including de facto), an intimate or dating partner, a family member or an informal carer.

A person who experiences domestic and family violence in a rental property has rights under tenancy law, even if they are not named on the tenancy agreement.

If someone in a rental property is experiencing domestic and family violence and no longer feels safe living in the property, they can end their interest in a tenancy agreement by providing the property owner or manager seven days notice of their intention to vacate supported by relevant evidence. They can vacate before 7 days but they are responsible for paying rent until the end of the 7 day notice period.

Tenants can complete a [Notice ending tenancy interest \(domestic and family violence\) \(Form 20\)](#) to end their interest in a tenancy agreement.

Tenants and property owners/managers can also complete a [Bond refund for persons experiencing domestic and family violence \(Form 4a\)](#) to request a rental bond refund for their bond contribution or a tenant's bond contribution due to a tenancy interest ending on grounds of experiencing domestic and family violence.

It is critical that property owners/managers maintain the privacy of a tenant who is experiencing domestic and family violence to ensure their safety. Penalties apply for those who do not follow the legislated requirements. Learn more about your rights and responsibilities at rta.qld.gov.au.

A person can also apply to QCAT to:

- end the tenancy agreement
- be listed as the tenant
- remove the name of the person who has committed an act of domestic violence from the tenancy agreement
- prevent their personal information being listed in a tenancy database where a breach of the agreement is a result of the actions of a person who has committed an act of domestic or family violence.

Every person has a right to feel safe and live free from violence. If there is violence in your home, you may be able to apply for a domestic violence order (DVO).

Visit the Queensland Courts website courts.qld.gov.au for more information on domestic violence orders.

If you are affected by domestic and family violence and/or sexual abuse, you can contact any of the organisations below for free and confidential support and assistance.

Contact information

Residential Tenancies Authority

w rta.qld.gov.au

t 1300 366 311 (Mon – Fri: 8:30am – 5pm)

Emergency

Police, firefighters or ambulance

t 000 (triple zero)

Tenants Queensland

w tenantsqld.org.au

t 1300 744 263

National Relay Service

Assistance for people who are deaf and/or find it hard hearing or speaking

t 133 677

Lifeline

Crisis support and suicide prevention services

t 13 11 14

DV Connect

Domestic, family and sexual violence support services

w dvconnect.org

t 1800 811 811 – Womensline

t 1800 600 636 – Mensline

t 1800 010 210 – Sexual Assault Hotline

1800 RESPECT

National sexual assault, domestic and family violence counselling service

w 1800respect.org.au

t 1800 737 732

Aboriginal Family Domestic Violence

Victims rights, counselling and financial assistance

t 1800 019 123



Other languages: You can access a [free interpreter service](#) by calling the RTA on 1300 366 311 (Monday to Friday, 8:30am to 5:00pm).

Stay informed

Sign up for **news** and **useful information** about renting in Queensland rta.qld.gov.au

General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008



Part 1 Tenancy details

Item 1 1.1 Lessor

Name/trading name Thai Minh Quan Nguyen, Bich Thuy Vu C/O Twomey Schriber Property Group

Address

C- Twomey Schriber Property Group

PO BOX 7995, Cairns

Qld

Postcode 4870

1.2 Phone

Mobile

(07) 4031 3138

-

Email

TwomeySchriber@email.propertyme.com

Item 2 2.1 Tenant/s

1. Full name/s Elisa Florian

Phone 0484 097 089

Email elisaflorian@hotmail.com

Emergency contact full name/s melanie buckley

Emergency contact phone 0402441137

Emergency contact email

2. Full name/s

Phone

Email

Emergency contact full name/s

Emergency contact phone

Emergency contact email

3. Full name/s

Phone

Email

Emergency contact full name/s

Emergency contact phone

Emergency contact email

2.2 Address for service (if different from address of the premises in item 5.1) Attach a separate list

Item 3 3.1 Agent If applicable. See clause 43

Full name/trading name Twomey Schriber Property Group

Address

320 Sheridan Street

CAIRNS NORTH

QLD

Postcode 4870

3.2 Phone

Mobile

07 4031 3138

Email

twomeyschriber@email.propertyme.com



General tenancy agreement (Form 18a)

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

4.1 Lessor

Email Yes ☒ No ☐

Facsimile Yes ☐ No ☒

4.2 Tenant/s

Email Yes ☒ No ☐

elisafflorian@hotmail.com

Facsimile Yes ☐ No ☒

4.3 Agent

Email Yes ☒ No ☐

TwomeySchreiber@email.propertyme.com

Facsimile Yes ☐ No ☒

5.1 Address of the rental premises

2/52 Armbrust St

Manoora QLD Postcode 4870

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

AS PER ENTRY CONDITION REPORT AND INVENTORY

5.3 Details of current repair orders for the rental premises or inclusions

6.1 The term of the agreement is ☒ fixed term agreement ☐ periodic agreement

6.2 Starting on 01 / 03 / 2025

6.3 Ending on 02 / 03 / 2026

7 Rent \$ 480

per ☒ week ☐ fortnight ☐ month

See clause 8(1)

8 Rent must be paid on the DUE day of each Week

insert day. See clause 8(2)

insert week, fortnight or month

9 Methods of rent payment

Direct Deposit, EFTPOS or Credit Card (1.3% surcharge applies to all credit card transactions)

insert the ways the rent must be paid. See clause 8(3)

Details for direct credit

BSB no. 184446

Bank/building society/credit union Macquarie Bank

Account no. 303824825

Account name Twomey Schreiber Property Group Trust

Payment reference 185404

10 Place of rent payment

Direct Deposit or EFTPOS in our office

insert where the rent must be paid. See clause 8(5) to 8(7)

10a Day of last rent increase

28 / 02 / 2024

insert the day the rent was last increased for the premises

Note: The lessor/lessor's agent must not increase, or propose to increase, the rent payable by a tenant less than 12 months after the last rent increase for the residential premises. Rent increase requirements do not apply to exempt lessors. The Act provides definitions for an exempt lessor.

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General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008



Item 11 Rental bond amount See clause 13

Item 12 12.1 The services supplied to the premises for which the tenant must pay See clause 16

Electricity ☒ Yes ☐ No Any other service that a tenant must pay ☒ Yes ☐ No
 Gas ☒ Yes ☐ No Type See special terms (page 11)
 Phone ☒ Yes ☐ No

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

☐ Yes ☒ No

Item 13 If the premises is not individually metered for a service under item 12.1, the apportionment of the cost of the service for which the tenant must pay.

For example, insert the percentage of the total charge the tenant must pay. See clause 16(c)

Electricity Any other service stated in item 12.1
 Gas See special terms (page 11)
 Phone

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

Electricity
 Gas
 Phone
 Any other service stated in item 12.1
 See special terms (page 11)

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

Item 16 16.1 Are there any body corporate by-laws applicable to the occupation of the premises by a tenant? ☐ Yes ☒ No
 See clause 22

16.2 Has the tenant been given a copy of the relevant by-laws See clause 22 ☐ Yes ☒ No

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

Type Number Type Number

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

Electrical repairs Phone
 Plumbing repairs Phone
 Other repairs Phone

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

☒ Yes

☐ No - please provide lessor contact details below

Name Phone

Part 2 Standard Terms

Division 1 Preliminary

1 Interpretation

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

2 Terms of a general tenancy agreement

- (1) This part states, under the *Residential Tenancies and Rooming Accommodation Act 2008 (the Act)*, section 55, the standard terms of a general tenancy agreement.
- (2) The Act also imposes duties on, and gives entitlements to, the lessor and tenant that are taken to be included as terms of this agreement.
- (3) The lessor and tenant may agree on other terms of this agreement (**special terms**).

- (4) A duty or entitlement under the Act overrides a standard term or special term if the term is inconsistent with the duty or entitlement.
- (5) A standard term overrides a special term if they are inconsistent.
- Note* - Some breaches of this agreement may also be an offence under the Act, for example, if -
 - the lessor or the lessor's agent enters the premises in contravention of the rules of entry under sections 192 to 199, or
 - the tenant does not sign and return the condition report to the lessor or the lessor's agent under section 65.

- (6) In accordance with section 61 of the Act, a General Tenancy Agreement must include the day the rent for the premises was last increased, within the meaning of section 93, at the time the agreement is entered into. However, this does not apply if the lessor is an exempt lessor.

3 More than 1 lessor or tenant

- (1) This clause applies if more than 1 person is named in this agreement for item 1 or 2.

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

Division 2 Period of tenancy

4 Start of tenancy

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

5 Entry condition report - s 65

- (1) The lessor must prepare, in the approved form, sign and give the tenant 1 copy of a condition report for the premises.
- (2) The copy must be given to the tenant on or before the day the tenant occupies the premises under this agreement.
- (3) The tenant must mark the copy of the report to show any parts the tenant disagrees with, and sign and return the copy to the lessor not later than 7 days after the later of the following days -
 - (a) the day the tenant occupies the premises;

Division 3 Rent

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

- (1) The tenant must pay the rent stated in this agreement for item 7.
- (2) The rent must be paid at the times stated in this agreement for item 8.
- (3) The rent must be paid -
 - (a) in a way stated in this agreement for item 9; or
 - (b) in the way agreed after the signing of this agreement by -
 - (i) the lessor or tenant giving the other party a notice proposing the way; and
 - (ii) the other party agreeing to the proposal in writing; or

7 Costs apply to early ending of fixed term agreement - s 357A

- (1) This clause applies if -
 - (a) this agreement is a fixed term agreement; and
 - (b) the tenant ends this agreement before the term ends in a way not permitted under the Act.
- (2) The tenant must pay the relating costs under section 357A(3).*Note* - For when the tenant may end this agreement early under the Act, see clause 36 and the information statement.
- (3) This clause does not apply if, after experiencing domestic violence, the tenant ends this agreement or the tenant's interest in this agreement under chapter 5, part 1, division 3, subdivision 2A of the Act.

6 Continuation of fixed term agreement - s 70

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

- (6) If a condition report is not prepared for this agreement because subclause (5) applies, the condition report prepared for the earlier residential tenancy agreement is taken to be the condition report for this agreement.
- (b) in accordance with the Act, a condition report was prepared for the premises for the earlier residential tenancy agreement; and
- (a) this agreement has the effect of continuing the tenant's right to occupy the premises under an earlier residential tenancy agreement; and
- (5) However, the lessor does not have to prepare a condition report for the premises if -
 - (a) After the copy of the condition report is returned to the lessor by the tenant, the lessor must copy the condition report and return it to the tenant within 14 days.

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

General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008



- (c) if the lessor intends to change the way rent is paid to a way that is not stated in this agreement for item 9 and no way is agreed to after the signing of this agreement – in a way the lessor proposes by written notice to the tenant under section 84A.
- (4) The lessor must give the tenant written notice advising of the costs associated with the ways to pay rent offered to the tenant that the tenant would not reasonably be aware of if the lessor or lessor's agent knows or could reasonably be expected to find out about the costs.
- (5) The rent must be paid at the place stated in this agreement for item 10.
- (6) However, if, after the signing of this agreement, the lessor gives a notice to the tenant stating a different place for payment and the place is reasonable, the rent must be paid at the place while the notice is in force.
- (7) If no place is stated in this agreement for item 10 and there is no notice stating a place, the rent must be paid at an appropriate place.

Examples of an appropriate place -

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

9 Rent in advance - s 87

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

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

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

10 Rent increases - ss 91 and 93

- (1) If the lessor proposes to increase the rent, the lessor must give notice of the proposal to the tenant.
- (2) The notice must state the amount of the increased rent and the day from when it is payable.
- (3) The day stated must not be earlier than the later of the following -
 - (a) 2 months after the notice is given;
 - (b) 12 months after the last rent increase for the premises under section 93.
- (4) Subject to an order of a tribunal, the increased rent is payable from the day stated in the notice, and this agreement is taken to be amended accordingly.
- (5) However, the increased rent is payable by the tenant only if -
 - (a) the rent is increased in compliance with this clause; and
 - (b) the increased rent is not payable before the end of the minimum period before the rent may be increased under section 93; and
 - (c) the increase in rent does not relate to -
 - (i) compliance of the premises or inclusions with the prescribed minimum housing standards; or
 - (ii) keeping a pet or working dog at the premises.
- (6) Also, if this agreement is a fixed term agreement, the rent may not be increased before the term ends unless -
 - (a) this agreement provides for the rent increase; and
 - (b) this agreement states the amount of the increase or how the amount of the increase is to be worked out; and
 - (c) the increase is made in compliance with the matters mentioned in paragraph (b).

11 Application to tribunal about excessive increase - s 92

- (1) After the lessor gives the tenant notice of a proposed rent increase, the tenant may apply to the tribunal for an order setting aside or reducing the increase if the tenant believes the increase -
 - (a) is excessive; or
 - (b) is not payable under clause 10.

- (2) However, the application must be made -
 - (a) within 30 days after the notice is received; and
 - (b) for a fixed term agreement - before the term ends.

12 Rent decreases - s 94

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

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

Division 4 Rental bond

13 Rental bond required - ss 111 and 116

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

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

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

14 Increase in bond - s 154

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

Division 5 Outgoings

15 Outgoings - s 163

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

Examples -

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

16 General service charges - ss 164 and 165

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

- (a) the tenant enjoys or shares the benefit of the service; and
- (b) the service is stated in this agreement for item 12.1; and

Division 6 Rights and obligations concerning the premises during tenancy

Subdivision 1 Occupation and use of premises

18 No legal impediments to occupation - s 181

- The lessor must ensure there is no legal impediment to occupation of the premises by the tenant as a residence for the term of the tenancy if, when entering into this agreement, the lessor knew about the impediment or ought reasonably to have known about it.
- Examples of possible legal impediments -*
- if there is a mortgage over the premises, the lessor might need to obtain approval from the mortgagee before the tenancy can start
 - a certificate might be required under the *Building Act 1975* before the premises can lawfully be occupied
 - the zoning of the land might prevent use of a building on the land as a residence

19 Vacant possession and quiet enjoyment - ss 182 and 183

- (1) The lessor must ensure the tenant has vacant possession of the premises (other than a part of the premises that the tenant does not have a right to occupy exclusively) on the day the tenant is entitled to occupy the premises under this agreement.
- Editor's note -* Parts of the premises where the tenant does not have a right to occupy exclusively may be identified in a special term.
- (2) The lessor must take reasonable steps to ensure the tenant has quiet enjoyment of the premises.
- (3) The lessor or the lessor's agent must not interfere with the reasonable peace, comfort or privacy of the tenant in using the premises.

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

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

Note - See the information statement for details.

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

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

22 Units and townhouses - s 66

- (1) The lessor must give the tenant a copy of any body corporate by-laws applicable to -
- (a) the occupation of the premises; or
 - (b) any common area available for use by the tenant with the premises.
- (2) The tenant must comply with the body corporate by-laws.
- (3) Subclause (1) does not apply if -
- (a) this agreement has the effect of continuing the tenant's right to occupy the premises under an earlier residential tenancy agreement; and
 - (b) the lessor gave the tenant a copy of the body corporate by-laws in relation to the earlier agreement.

- (c) either -
- (i) the premises are individually metered for the service; or
 - (ii) this agreement states for item 13 how the tenant's apportionment of the cost of the service is to be worked out; and

- (d) this agreement states for item 14 how the tenant must pay for the service.

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

17 Water service charges - ss 164, 166 and 166A

- (1) The tenant must pay an amount for the water consumption charges for the premises if -

- (a) the tenant is enjoying or sharing the benefit of a water service to the premises; and
 - (b) the premises are individually metered for the supply of water or water is supplied to the premises by delivery by means of a vehicle; and
- (c) this agreement states for item 12.2 that the tenant must pay for water supplied to the premises.
- Note -* A water consumption charge does not include the amount of a water service charge that is a fixed charge for the water service.

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

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

- (4) In deciding what is a reasonable quantity of water for subclause (3), regard must be had to the matters mentioned in section 169(4)(a) to (e).

- (5) The lessor must give the tenant copies of relevant documents about the amount payable to the relevant water supplier within 4 weeks after the lessor receives the documents.
- (6) The tenant is not required to pay an amount for the water consumption charges if the tenant has not received a copy of the documents about the amount payable to the relevant water supplier.

- (7) Subclause (9) applies if water consumption charges are payable for a period that includes part but not all of a period specified, or to be specified, in a water consumption charges document.
- (8) The tenant may be required to pay an amount calculated under section 166A using -
- (a) a meter reading for the premises recorded in a condition report; and
 - (b) a reasonable estimate of the volume of water supplied to the premises during the period for which water consumption charges are payable by the tenant mentioned in subclause (8); and
- (c) the rate used to calculate the water consumption charge stated in the most recent water consumption charges document.

- (9) The tenant must pay the amount of the charge to the lessor within 1 month of the lessor giving the tenant copies of relevant documents about the amount of the charge.
- (10) In this clause -

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

water consumption charges document means a document issued to the lessor by the relevant water supplier, stating the amount of water consumption charges for the premises that are payable to the supplier.

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

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23 Number of occupants allowed

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

24 - intentionally removed

Subdivision 2 Standard of premises

25 Lessor's obligations - s 185

- (1) At the start of the tenancy, the lessor must ensure -
 - (a) the premises are clean; and
 - (b) the premises are fit for the tenant to live in; and
 - (c) the premises are in good repair; and
 - (d) the lessor is not in breach of a law dealing with issues about the health or safety of persons using or entering the premises.
 - (e) the premises and inclusions otherwise comply with any prescribed minimum housing standards applying to the premises or inclusions.

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

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

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

- (4) In this clause -

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

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

26 Tenant's obligations generally - s 188(2), (3) and (5)

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

Subdivision 3 The dwelling

27 Fixtures or structural changes - ss 206A-209B

- (1) The tenant may attach a fixture, or make a structural change, to the premises only if the lessor agrees to the fixture's attachment or the structural change.

Note - Fixtures are generally items permanently attached to land or to a building that are intended to become part of the land or building. An attachment may include, for example, something glued, nailed or screwed to a wall.

- (2) The lessor's agreement must be written, describe the nature of the fixture or change and include any terms of the agreement.

Examples of terms -

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

28 Supply of locks and keys - s 210

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

29 Changing locks - ss 211 and 212

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

Subdivision 4 Damage and repairs

30 Meaning of emergency and routine repairs

- ss 214 and 215

(1) *Emergency repairs* are works needed to repair any of the following -

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

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

(3) *Routine repairs* are repairs other than emergency repairs.

31 Nominated repairer for emergency repairs - s 216

(1) The lessor's nominated repairer for emergency repairs of a particular type must be stated either -

- (a) in this agreement for item 18, or
 - (b) in a written notice given by the lessor to the tenant.
- Item 18 or the written notice must state -
- (a) the name and telephone number of the nominated repairer; and
 - (b) whether or not the nominated repairer is the tenant's first point of contact for notifying of the need for emergency repairs.
- (3) The lessor must give written notice to the tenant of any change of the lessor's nominated repairer or the telephone number of the nominated repairer.
- (4) This clause does not apply if -
- (a) the lessor has given the tenant a telephone number of the lessor; and
 - (b) under this agreement the lessor is to arrange for emergency repairs to be made to the premises or inclusions.

32 Notice of damage - s 217

(1) If the tenant knows the premises have been damaged, the tenant must give notice as soon as practicable of the damage.

(2) If the premises need routine repairs, the notice must be given to the lessor.

(3) If the premises need emergency repairs, the notice must be given to -

- (a) the nominated repairer for the repairs; or
- (b) if there is no nominated repairer for the repairs or the repairer can not be contacted - the lessor.

(4) This clause does not apply to the tenant for damage caused by an act of domestic violence experienced by the tenant.

33 Emergency repairs arranged by tenant - ss 218 and 219

(1) The tenant may arrange for a suitably qualified person to make emergency repairs or apply to the tribunal under section 221 for orders about the repairs if -

- (a) the tenant has been unable to notify the lessor or nominated repairer of the need for emergency repairs of the premises; or
- (b) the repairs are not made within a reasonable time after notice is given.

(2) The maximum amount that may be incurred for emergency repairs arranged to be made by the tenant is an amount equal to the amount payable under this agreement for 4 weeks rent. *Note* - For how the tenant may require reimbursement for the repairs, see sections 219(2) and (3) and 220 and the information statement.

Subdivision 5 Pets

33A Keeping pets and other animals at premises - ss 184B and 184G

- (1) The tenant may keep a pet or other animal at the premises only with the approval of the lessor.
- (2) However, the tenant may keep a working dog at the premises without the lessor's approval.
- (3) The tenant has the approval of the lessor to keep a pet at the premises if keeping the pet at the premises is consistent with item 17.
- Notes -*
 - 1 If item 17 states 2 cats, the tenant is approved by the lessor to keep up to 2 cats at the premises.
 - 2 For additional approvals to keep a pet or other animal at the premises see clause 33C.
- (4) An authorisation to keep the pet or working dog at the premises continues for the life of the pet or working dog and is not affected by any of the following matters -
 - (a) the ending of this agreement; if the tenant continues occupying the premises under a new agreement;
 - (b) a change in the lessor or lessor's agent;
 - (c) for a working dog - the retirement of the dog from the service the dog provided as a working dog.
- (5) An authorisation to keep a pet, working dog or other animal at the premises may be restricted by a body corporate by-law or other law about keeping animals at the premises.

Examples -

- 1 The premises may be subject to a local law that limits the number or types of animals that may be kept at the premises.
- 2 The premises may be subject to a body corporate by-law that requires the tenant to obtain approval from the body corporate before keeping a pet at the premises.

33B Tenant responsible for pets and other animals - s 184C

- (1) The tenant is responsible for all nuisance caused by a pet or other animal kept at the premises, including, for example, noise caused by the pet or other animal.
- (2) The tenant is responsible for repairing any damage to the premises or inclusions caused by the pet or other animal.
- (3) Damage to the premises or inclusions caused by the pet or other animal is not fair wear and tear.

33C Request for approval to keep pet - ss 184D and 184E

- (1) The tenant may, using the approved form, request the lessor's approval to keep a stated pet at the premises.
 - (2) The lessor must respond to the tenant's request within 14 days after receiving the request.
 - (3) The lessor's response to the request must be in writing and state -
 - (a) whether the lessor approves or refuses the tenant's request; and
 - (b) if the lessor approves the tenant's request subject to conditions - the conditions of the approval; and
- Note* - See clause 33D for limitations on conditions of approval to keep a pet at the premises.
- (c) if the lessor refuses the tenant's request -
 - (i) the grounds for the refusal; and
 - (ii) the reasons the lessor believes the grounds for the refusal apply to the request.
 - (4) The lessor may refuse the request for approval to keep a pet at the premises only on 1 or more of the following grounds -
 - (a) keeping the pet would exceed a reasonable number of animals being kept at the premises;

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- (b) the premises are unsuitable for keeping the pet because of a lack of appropriate fencing, open space or another thing necessary to humanely accommodate the pet;
 - (c) keeping the pet is likely to cause damage to the premises or inclusions that could not practicably be repaired for a cost that is less than the amount of the rental bond for the premises;
 - (d) keeping the pet would pose an unacceptable risk to the health and safety of a person, including, for example, because the pet is venomous;
 - (e) keeping the pet would contravene a law;
 - (f) keeping the pet would contravene a body corporate by-law applying to the premises;
 - (g) if the lessor proposed reasonable conditions for approval and the conditions comply with clause 33D – the tenant has not agreed to the conditions;
 - (h) the animal stated in the request is not a pet as defined in section 184A;
 - (i) another ground prescribed by a regulation under section 184E(1)(j).
- (5) The lessor is taken to approve the keeping of the pet at the premises if –
- (a) the lessor does not comply with subclause (2); or
 - (b) the lessor's response does not comply with subclause (3).

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

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

Division 7 Restrictions on transfer or subletting by tenant

34 General – ss 238 and 240

- (1) Subject to clause 35, the tenant may transfer all or a part of the tenant's interest under this agreement, or sublet the premises, only if the lessor agrees in writing or if the transfer or subletting is made under a tribunal order.

- (2) The lessor must act reasonably in failing to agree to the transfer or subletting.
- (3) The lessor is taken to act unreasonably in failing to agree to the transfer or subletting if the lessor acts in a capricious or retaliatory way.
- (4) The lessor or the lessor's agent must not require the tenant to pay, or accept from the tenant, an amount for the lessor's agreement to a transfer or subletting by the tenant, other than an amount for the reasonable expenses incurred by the lessor in agreeing to the transfer or subletting.

35 State assisted lessors or employees of lessor – s 237

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

Division 8 When agreement ends

36 Ending of agreement – s 277

- (1) This agreement ends only if –
 - (a) the lessor and tenant agree, in a separate written document, to end this agreement; or
 - (b) the lessor gives a notice to leave premises to the tenant under section 326 and the tenant hands over vacant possession of the premises to the lessor on or after the handover day; or
 - (c) the tenant gives a notice of intention to leave premises to the lessor under section 327 and hands over vacant possession of the premises to the lessor on or after the handover day; or
 - (d) the tenant vacates, or is removed from, the premises after receiving a notice from a mortgagee or appointed person under section 317; or
 - (e) the tenant abandons the premises and the period for which the tenant paid rent has ended; or
 - (f) the tribunal makes an order terminating this agreement.
- (2) Also, this agreement ends for a sole tenant if –
 - (a) the tenant gives the lessor a notice ending tenancy interest and hands over vacant possession of the premises; or
Note – See chapter 5, part 1, division 3, subdivision 2A of the Act for the obligations of the lessor and tenant relating to a notice ending tenancy interest.
 - (b) the tenant dies.
Note – See section 324A for when this agreement ends if a sole tenant dies.

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

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

38 Keys

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

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

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

40 Exit condition report - s 66

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

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

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

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

Division 9 Miscellaneous

42 Supply of goods and services - s 171

- (1) The lessor or the lessor's agent must not require the tenant to buy goods or services from the lessor or a person nominated by the lessor or agent.
- (2) Subclause (1) does not apply to -
- (a) a requirement about a service charge; or
 - Note* - See section 164 for what is a service charge.
 - (b) a condition of an approval to keep a pet if the condition -
 - (i) requires the carpets to be cleaned, or the premises to be fumigated, at the end of the tenancy; and
 - (ii) complies with clause 33D; and
 - (iii) does not require the tenant to buy cleaning or fumigation services from a particular person or business.

43 Lessor's agent

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

44 Notices

- (1) A notice under this agreement must be written and, if there is an approved form for the notice, in the approved form. *Note* - Download approved forms via the RTA website rta.qld.gov.au
- (2) A notice from the tenant to the lessor may be given to the lessor's agent.
- (3) A notice may be given to a party to this agreement or the lessor's agent -

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



Special Terms *continued...*

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

50 Liability excluded

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

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

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

51 Lessor's insurance

- (1) If the lessor does have insurance cover the tenant must not do, or allow anything to be done, that would invalidate the lessor's insurance policy for the premises or increase the lessor's premium in relation to that policy.
- (2) The lessor may claim from the tenant -
 - (a) any increase in the premium of the lessor's insurance; and
 - (b) any excess on claim by the lessor on the lessor's insurance; and
 - (c) any other cost and expenses incurred by the lessor;
 as a direct or indirect result of the tenant's negligent acts or omissions.

52 Tenant's insurance

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

53 Smoke alarm obligations

The tenant must-

- (1) Test each smoke alarm in the premises-
 - (a) at least once every 12 months; or
 - (b) if a fixed term tenancy is of less than 12 months duration, but is held over under a periodic tenancy of 12 months or more, at least once in the 12 month period;
 - (i) For an alarm that can be tested by pressing a button or other device to indicate whether the alarm is capable of detecting smoke - by pressing the button or other device;
 - (ii) Otherwise, by testing the alarm in the way stated in the Information Statement (RTA Form 17a) provided to the tenant/s at the commencement of the tenancy.
- (2) Replace each battery that is spent, or that the tenant/s is aware of is almost spent, in accordance with the Information Statement provided to the tenant/s at the commencement of the tenancy;
- (3) Advise the lessor as soon as practicable if the tenant/s become/s aware that a smoke alarm in the premises has failed or is about to fail (other than because the battery is spent or almost spent); and

Note: In interpreting the word "spent" when referring to a battery, the term is used to include reference to a battery which is flat, non-functioning or lacking in charge that it does not properly operate the smoke alarm.
- (4) Clean each smoke alarm in the premises in the way stated in the Information Statement provided to the tenant/s at the commencement of the tenancy:
 - (a) at least once every 12 months; or
 - (b) if a fixed term tenancy is of less than 12 months duration, but is held over under a periodic tenancy of 12 months or more, at least once in the 12 month period;

In the event that the tenant/s engages a contractor/tradesperson (as listed in Item 18) to meet the tenant/s obligations listed under this special term, such engagement shall be at the tenant/s' own cost and expense.
- (5) Not tamper with or otherwise render a smoke alarm inoperative. Such an act will constitute malicious damage in accordance with section 188 of the Act.

54 Portable pool obligations

- (1) The tenant must-
 - (a) Obtain the lessor's consent for a portable pool at the premises of a depth of 300mm or greater;
 - (b) Where consent is to be provided by the lessor to the tenant for the use of a portable pool at the premises of a depth of 300mm or greater, provide the lessor and/or the agent with details of the type and description of the proposed portable pool.
- (2) Where consent is provided by the lessor to the tenant for the use of a portable pool at the premises of a depth of 300mm or greater, the tenant agrees to:
 - (a) Maintain and repair the portable pool at the tenant's own expense;
 - (b) In accordance with the *Building Act 1975* obtain, maintain and renew a Pool Safety Certificate for a regulated pool, which includes a requirement for a compliant pool fence and, provide a copy of the Pool Safety Certificate to the lessor and/or agent;
 - (c) Where a compliant pool fence is required for a regulated pool, obtain the lessor's consent regarding a proposed fence in accordance with clause 27 of the standard terms;
 - (d) In circumstances where consent is provided to the tenant by the lessor in accordance with clause 27 of the standard terms, construct and maintain the fence as required by the *Building Act 1975*, at the tenant's own expense.
- (3) In accordance with special term 54(1) and 54(2), where consent is provided by the lessor to the tenant for a portable pool of a depth of 300mm or greater and/or as prescribed by the *Building Act 1975*, the tenant hereby agrees to indemnify and hold harmless the lessor and agent for any loss, claim, suit or demand, brought, caused or contributed to, directly or indirectly, by the portable pool.

- (b) consent to either, or both parties, or the lessor's agent signing this agreement using an Electronic Signature.
- (a) agree to enter into this agreement in electronic form; and
- (2) If this agreement is signed by any party or the lessor's agent using an Electronic Signature, the tenant and the lessor:
- (1) Electronic Signature means an electronic method of signing that identifies the person and indicates their intention to sign this agreement;
- 56 Electronic Signing**
- (4) For requests for approval to keep a pet at the premises inconsistent with item 17 of this agreement, see clauses 33C and 33D of this agreement and sections 184D to 184F of the Act.
- (3) For the sake of clarity, the conditions outlined in special term 55 relate only to the lessor's approval to keep a pet at the premises as stated in item 17 of this agreement.
- (2) The premises are professionally fumigated and carpets are professionally cleaned, if the fumigation and cleaning are done to a standard ordinarily achieved by businesses selling those services.
- (1) For the purpose of this special term, a dwelling on the premises shall include any structure on the premises designed to be used as a residence for human habitation. A dwelling shall also include any enclosed area, room or structure attached to the dwelling, including but not limited to any garage, sunroom or enclosed veranda.
- Note:**
- (a) if the pet is capable of carrying parasites that could infest the premises, the premises being professionally fumigated at the end of the tenancy; and
- (b) the carpets in the premises being professionally cleaned at the end of the tenancy.
- (1) In addition to clause 33A(3), the lessor approves a pet as stated in item 17 of this agreement to be kept inside a dwelling on the premises, conditional on:
- If the pet is permitted inside, this special term applies:

55 Pets

Special Terms continued...

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



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



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

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

Names of Approved Occupants: 3 x Dependents

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



Other languages: You can access a free interpreter service by calling the RTA on 1300 366 311 (Monday to Friday, 8:30am to 5:00pm).

Signature of lessor/agent

Name/trading name

Twomey Schriber Property Group

Signature

Date 7/12/2024

Signature of tenant 1

Print name

Elisa Florian

Signature

Date 13/12/2024

Signature of tenant 2

Print name

Signature

Date / /

Signature of tenant 3

Print name

Signature

Date / /

- 45 Occupation and use of premises**
- The tenant must not permit persons other than the persons nominated as approved occupants in Part 3 of this agreement to reside at the premises without the written consent of the lessor. The lessor must act reasonably in exercising the lessor's discretion when determining whether or not to consent to a request by the tenant for any change to the approved tenants or occupants.
- 46 Subletting via online home sharing platforms**
- The use of online home sharing platforms, such as AirBnB, which grant exclusive possession of the property, or any part thereof, to guests, shall be deemed to be subletting of the property and require compliance with clause 34.
- 47 Care of the premises by the tenant**
- (1) During the tenancy, the tenant must-
- not do anything that might block any plumbing or drains on the premises;
 - keep all rubbish in the bin provided by the local authority in an area designated by the lessor or as the local authority may require;
 - put the bin out for collection on the appropriate day for collection and return the bin to its designated place after the rubbish has been collected;
 - maintain the lawns and gardens at the premises having regard to their condition at the commencement of the tenancy, including mowing the lawns, weeding the gardens and watering the lawns and gardens (subject to council water restrictions);
 - subject to the lessor's obligations under clause 25(1)(e) and 25(2)(e), keep the premises free from pests and vermin, having regard to the condition of the premises at the commencement of the tenancy;
 - keep the walls, floors, doors and ceilings of the premises free of nails, screws or adhesive substances, unless otherwise agreed to by the lessor in accordance with clause 27;
 - keep the swimming pool, filter and spa equipment (if any) clean and at the correct chemical levels having regard to their condition at the start of the tenancy;
 - not interfere with nor make non-operational any facility that may be provided with the premises (eg. smoke alarms, fire extinguishers, garden sprinkler systems, hoses etc);
- (2) The obligations of the tenant at the end of the tenancy regarding the conditions of the premises include-
- if the carpets were cleaned to a certain standard at the start of the tenancy, the tenant must ensure the carpets are cleaned to the same standard, fair wear and tear excepted, at the end of the tenancy. For the sake of clarity, a special term or condition for approval to keep a pet at the premises requiring carpets in the premises to be professionally cleaned at the end of the tenancy overrides this special term;
 - if the property was free of pests and vermin at the start of the tenancy, the tenant must ensure the property meets the same standard at the end of the tenancy. For the sake of clarity, a special term or condition for approval to keep a pet at the premises requiring the premises to be professional fumigated at the end of the tenancy overrides this special term;
 - repairing the tenant's intentional or negligent damage to the premises or inclusions;
 - returning the swimming pool, filter and spa equipment (if any) to a clean condition with correct chemical levels having regard to their condition at the start of the tenancy;
 - replacing inclusions damaged during the tenancy having regard to their condition at the start of the tenancy, fair wear and tear excepted;
 - mowing lawns, weeding gardens having regard to their condition at the start of the tenancy;
 - remove all property other than that belonging to the lessor or on the premises at the start of the tenancy.
- 48 Photographs of the property during an inspection**
- (1) The tenant consents to photographs being taken of the property during an inspection arranged by the lessor or the lessor's agent in accordance with section 192(1)(a), for the purposes of documenting the condition of the property at the time of the inspection.
- (2) For the sake of clarity, if any photographs taken during an inspection of the property show something belonging to the tenant, the lessor or lessor's agent must obtain the tenant's written consent in order to use the photographs in an advertisement for the property in accordance with section 203.
- 49 Locks and keys**
- (1) The lessor may claim from the tenant costs incurred by the lessor as a result of the tenant losing any key, access keycard or remote control relating to the premises which has been provided to the tenant (by the lessor, a body corporate or other person), including costs in connection with:
- replacing the key, access keycard or remote control; and
 - gaining access to the premises.
- (2) The tenant acknowledges that the lessor's agent may retain a duplicate set of keys.
- (3) If a tenant changes a lock at the premises in accordance with clause 29, the tenant must immediately provide the lessor and/or lessor's agent with the key for the changed lock unless clauses 29(4)(a) or (b) are applicable regarding the provision of the key.
- (4) If a tenant changes a lock under clause 29(2) and gives the key to the lessor in accordance with clause 29(5), the tenant agrees for the key to be given to the lessor's agent.

Special Terms

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



Annexure A

PET AGREEMENT

If a pet is approved at the commencement of the tenancy or during the tenancy, the Tenant acknowledges and agrees to the following terms:

1. The Lessor has agreed to permit pet/s at the Premises as specified in the General Tenancy Agreement.
2. Any pet/s other than the approved pet/s specified in the General Tenancy Agreement must first be requested by the Tenant in writing via a separate Pet Application giving full details and then be approved in writing by the Lessor PRIOR to the pet/s being allowed onto the Premises. Pet approval may be subject to specific criteria and must be complied with. Approval is NOT guaranteed.
3. The Tenant shall be liable for any damage or injury whatsoever caused by the pet/s on the Property, whether they are the Tenants pets or their guests pets and regardless of their approval status.
4. The Tenant accepts full responsibility and indemnifies the Lessor for any claims by or injuries to third parties or their Property caused by, or as result of actions by their pet/s or their guests pet/s, and regardless of their approval status.
5. The Tenant agrees to arrange for Tick & Flea Fumigation at the end of the Tenancy or at a time during the Tenancy as required or requested by the Lessor / Lessors Agent to be carried out.
6. The pet/s are to be outside at all times, unless specified otherwise in the General Tenancy Agreement. Guide dogs are an exception.
7. If the pet is a dog, the Tenant agrees to restrain or remove the dog from the premises for the duration of inspections arranged by the Agent with the required notice given.

FURNISHED PROPERTY

If the property is furnished the Tenant agree to have all furniture steam cleaned at the expiry of the agreement. The tenant agrees that at the end of the tenancy all furniture and inventory will be neat, tidy and placed in it's original place of storage.

AIR CONDITIONING FILTERS AND EXHAUST FANS

The Tenant/s agree to clean the air conditioning filters, ceiling fans and exhaust fans regularly and upon vacating the premises.

TIMBER/LINO FLOORING

The Tenant/s will use felt protectors (or similar product) on the bases of any furniture placed on Timber or Lino floor surfaces in order to prevent scratches or other damage.

VEHICLES

The Tenant/s or the Tenant's invitees are not to park or store vehicles, boats or trailers on any areas other than those designated for parking, this includes not parking on the grass. No unregistered vehicles are to be stored at the property.

DRIVEWAY AND CAR SPACE AREAS

Where the premises includes a garage, car space or driveway for the Tenant/s exclusive use, the Tenant acknowledges and confirms it is the Tenant/s responsibility to keep such areas free from oil stains and otherwise keep such areas clean and tidy.

TRADESPERSON CALLOUT WHERE TENANT IS RESPONSIBLE

If the Tenant/s request the services of a tradesperson to carry out repairs in the premises and there is no fault found or the fault is found to have been caused by the Tenant/s or their guest or the Tenant/s own property, the Tenant/s acknowledge and agree they will be responsible for payment of the fees charged by the tradesperson.

CURTAINS AND BLINDS

The Tenant/s acknowledge they will return the curtains and/ or blinds to the same cleaning standard as the entry condition report.

AIR FRYERS / APPLIANCES

The tenant agrees that if they are using an air fryer or any other cooking appliance that produces heat at the premises that they take precautions to protect the benchtop below such as a heat protector mat.

INITIALS (These initials not required if signed with Electronic Signature)

000036569635

- (a) The Tenant must not, or allow any other person to, use or smoke tobacco or other smoke producing substance within any dwelling on the premises.
- (b) For the purposes of this Special Term a dwelling contained on the Premises shall include any enclosed area, room or structure attached to the dwelling, including but not limited to any garage, sunroom or enclosed veranda. A dwelling shall include any structure on the Premises designed to be used as a residence for human habitation.

SMOKING NOT ALLOWED ON PREMISES

Special Condition
General Tenancy - Smoking Not Allowed on Premises





Annexure B

The smoke alarms in this property are covered under Smoke Alarm Testing Services annual subscription. In the event there is a fault with the alarms or they are continually sounding, please refer to the following link, <https://www.sats.com.au/false-alarms/> for the manual. Alternatively, contact the tenant enquiry number on 1300 552 199.

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

000036569635

2 Bond lodgement (Form 2)

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



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

By submitting this form to the Residential Tenancies Authority (RTA), each signatory affirms that, to the best of their knowledge, the information provided by them on this form is accurate and truthful and confirms that the document is not false or misleading in any material particular.

Page 1 of 2 - Complete all pages

Lodge form online (rta.qld.gov.au) or by post. Do not email this form.

☐ New bond ☐ Existing rental bond number **714581815**

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

2/52 Armbrust St

Manoora, QLD

Postcode 4870

2 Agreement starts

01 / 03 / 2025

Agreement ends

02 / 03 / 2026

3 Number of bedrooms

2

4 Type of dwelling

Residential
tenancy

☐ Flat/unit ☒ House ☐ Townhouse ☐ Granny Flat
☐ Moveable dwelling/site ☐ Moveable dwelling/site with electricity supplied and individually metered

OR

Rooming
accommodation

☐ Boarding house ☐ Supported accommodation ☐ Student rooming accommodation ☐ Granny Flat
☐ Room within a property where the owner also lives

5 Type of management

Residential
tenancy

☐ Owner ☒ Property manager ☐ Moveable dwelling owner/manager
☐ Social housing organisation ☐ Other

OR

Rooming
accommodation

☐ Owner ☐ Manager/provider ☐ Real estate agent ☐ Other

6 Property manager/owner

Full name/trading name Twomey Schriber Property Group

ABN 9 8 1 7 7 5 6 0 1 7 6 RTA ID (if known)

Postal address 320 Sheridan Street, CAIRNS NORTH, QLD

Postcode 4870

Signature

Date

Mobile

Phone 0740313138

Email twomeyschriber@email.propertyme.com

☐ tick if you agree to receive RTA notices by email

7 Payment method

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

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

Continued on page 2

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

2 Bond lodgement (Form 2)

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



Page 2 of 2 - Complete all pages

IMPORTANT: Copy rental bond details and address of rental property from page 1

☐ New bond **OR** ☐ Existing rental bond number **714581815**

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

2/52 Armbrust St

Manoora, QLD

Postcode 4870

8 Weekly rent and bond

Total bond	Weekly rent	Bond paid with this form
\$ 1,920.00	\$ 480	\$ 80

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

When was the rent for the premises last increased? Date **28 / 02 / 2024**

Is the property manager/owner or provider classified as exempt, as defined in the Act? Yes ☐ No ☒

Did the property owner/provider purchase the rental premises within 12 months of the tenancy agreement commencing? Yes ☐ No ☒

If yes to above: What was the date the property was purchased? **/ /**

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

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

Tenant 1

First name/s Elisa	Last name Florian	\$ 80
Date of birth 24/07/1992	Phone	Mobile 0484 097 089
RTA ID (if known) BOND # 714581815	Date 13/12/2024	Signature
Email elisaflorian@hotmail.com	☐ tick if you agree to receive RTA notices by email	
Optional - do you identify as: (mark all that apply)		
☐ Aboriginal and Torres Strait Islander peoples ☒ Culturally and Linguistically diverse people ☐ People living with a disability		

Tenant 2

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

Tenant 3

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

Use this form to

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

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

Paying the bond

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

Cheque/money order | Please post payments to the RTA – Residential Tenancies Authority, GPO Box 390, Brisbane, Qld, 4001. BPAY | Once the RTA receives and processes this form, BPAY details will be issued for payment to be made. BPAY details will be sent via post or email (if the RTA has a consented email address on file for you). To opt in to receiving RTA emails, you can update your details using **RTA Web Services**.

The RTA is collecting your personal information for the purpose of carrying out the RTA's functions under the Residential Tenancies and Rooming Accommodation Act 2008 (Qld) and may provide your information to QCAT and other bodies in accordance with the RTA's functions. For more information see the RTA's privacy plan contained on the RTA website

The RTA does not accept responsibility for any loss or damage which may result from providing incorrect information to the RTA. Section 447 of the Residential Tenancies and Rooming Accommodation Act 2008 (Qld) makes it an offence for a person to knowingly give the RTA documents containing false or misleading information. Maximum penalty for such an offence – 20 penalty units.

Maximum bond

Residential tenancy

- equal to 4 weeks rent regardless of the weekly rent amount

Moveable dwelling (e.g. caravan)

- equal to 2 weeks rent regardless of the weekly rent amount
- when electricity is supplied and individually metered, equal to 3 weeks rent regardless of the weekly rent amount

Rooming accommodation

- equal to 4 weeks rent regardless of the weekly rent amount
- if bond is paid in instalments, go to rta.qld.gov.au for details

Rent increase

You can find the date of the last rent increase on your General Tenancy Agreement (Form 18a, Form 18b or Form R18) or alternatively ask your property manager/owner or provider.

The property manager/owner or provider must not increase, or propose to increase, the rent payable by a tenant/resident less than 12 months after the last rent increase for the residential premises or resident's room.

Rent increase requirements do not apply to exempt property managers/owners or exempt providers. The Act provides definitions for an exempt property manager/owner and an exempt provider.

For properties purchased between 6 June 2023 and 6 June 2025, the requirement to include the date of the last rent increase in the tenancy agreement and to provide evidence of a rent increase upon the tenant's request does not apply if the new owner or property manager does not have information about the previous rent increase. For properties being rented for the first time, the date of the last rent increase is the date the property is first rented.

Other languages: You can access a free interpreter service by calling the RTA on 1300 366 311 (Monday to Friday, 8:30am to 5:00pm).



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



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

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

Names of Approved Occupants: 3 x Dependents

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



Other languages: You can access a free interpreter service by calling the RTA on 1300 366 311 (Monday to Friday, 8:30am to 5:00pm).

Signature of lessor/agent

Name/trading name

Twomey Schriber Property Group

Signature

Date / /

Signature of tenant 1

Print name

Elisa Florian

Signature

Date 13/12/2024

Signature of tenant 2

Print name

Signature

Date / /

Signature of tenant 3

Print name

Signature

Date / /

- 45 Occupation and use of premises**
 The tenant must not permit persons other than the persons nominated as approved occupants in Part 3 of this agreement to reside at the premises without the written consent of the lessor. The lessor must act reasonably in exercising the lessor's discretion when determining whether or not to consent to a request by the tenant for any change to the approved tenants or occupants.
- 46 Subletting via online home sharing platforms**
 The use of online home sharing platforms, such as Airbnb, which grant exclusive possession of the property, or any part thereof, to guests, shall be deemed to be subletting of the property and require compliance with clause 34.
- 47 Care of the premises by the tenant**
 (1) During the tenancy, the tenant must-
 (a) not do anything that might block any plumbing or drains on the premises;
 (b) keep all rubbish in the bin provided by the local authority in an area designated by the lessor or as the local authority may require;
 (c) put the bin out for collection on the appropriate day for collection and return the bin to its designated place after the rubbish has been collected;
 (d) maintain the lawns and gardens at the premises having regard to their condition at the commencement of the tenancy, including mowing the lawns, weeding the gardens and watering the lawns and gardens (subject to council water restrictions);
 (e) subject to the lessor's obligations under clause 25(1)(e) and 25(2)(e), keep the premises free from pests and vermin, having regard to the condition of the premises at the commencement of the tenancy;
 (f) keep the walls, floors, doors and ceilings of the premises free of nails, screws or adhesive substances, unless otherwise agreed to by the lessor in accordance with clause 27;
 (g) keep the swimming pool, filter and spa equipment (if any) clean and at the correct chemical levels having regard to their condition at the start of the tenancy;
 (h) not interfere with nor make non-operational any facility that may be provided with the premises (eg. smoke alarms, fire extinguishers, garden sprinkler systems, hoses etc).
 (2) The obligations of the tenant at the end of the tenancy regarding the conditions of the premises include-
 (a) if the carpets were cleaned to a certain standard at the start of the tenancy, the tenant must ensure the carpets are cleaned to the same standard, fair wear and tear excepted, at the end of the tenancy. For the sake of clarity, a special term or condition for approval to keep a pet at the premises overrides this special term;
 (b) if the property was free of pests and vermin at the start of the tenancy, the tenant must ensure the property meets the same standard at the end of the tenancy. For the sake of clarity, a special term or condition for approval to keep a pet at the premises requiring the premises to be professionally fumigated at the end of the tenancy overrides this special term;
 (c) repairing the tenant's intentional or negligent damage to the premises or inclusions;
 (d) returning the swimming pool, filter and spa equipment (if any) to a clean condition with correct chemical levels having regard to their condition at the start of the tenancy;
 (e) replacing inclusions damaged during the tenancy having regard to their condition at the start of the tenancy, fair wear and tear excepted;
 (f) mowing lawns, weeding gardens having regard to their condition at the start of the tenancy;
 (g) remove all property other than that belonging to the lessor or on the premises at the start of the tenancy.
- 48 Photographs of the property during an inspection**
 (1) The tenant consents to photographs being taken of the property during an inspection arranged by the lessor or the lessor's agent in accordance with section 192(1)(a), for the purposes of documenting the condition of the property at the time of the inspection.
 (2) For the sake of clarity, if any photographs taken during an inspection of the property show something belonging to the tenant, the lessor or lessor's agent must obtain the tenant's written consent in order to use the photographs in an advertisement for the property in accordance with section 203.
- 49 Locks and keys**
 (1) The lessor may claim from the tenant costs incurred by the lessor as a result of the tenant losing any key, access keycard or remote control relating to the premises which has been provided to the tenant (by the lessor, a body corporate or other person), including costs in connection with:
 (a) replacing the key, access keycard or remote control; and
 (b) gaining access to the premises.
 (2) The tenant acknowledges that the lessor's agent may retain a duplicate set of keys.
 (3) If a tenant changes a lock at the premises in accordance with clause 29, the tenant must immediately provide the lessor and/or lessor's agent with the key for the changed lock unless clauses 29(4)(a) or (b) are applicable regarding the provision of the key.
 (4) If a tenant changes a lock under clause 29(2) and gives the key to the lessor in accordance with clause 29(5), the tenant agrees for the key to be given to the lessor's agent.



Twomey Schriber Property Group

320 Sheridan St
Cairns North QLD 4870
(w) 0740313138
www.tspropertygroup.com.au
zeta@tspropertygroup.com.au
ABN: 98177560176
Licence: 3706165 & 3706135

Thai Minh Quan Nguyen, Bich Thuy Vu
8 Torrance Ave
Edge Hill QLD 4870

Folio Summary

Folio: OWN10676
From: 1/07/2024
To: 30/06/2025
Created: 30/06/2025

Money In	Money Out	Balance
\$46,028.58	\$8,006.18	\$38,022.40

Account	Included Tax	Money Out	Money In
1/52 Armbrust St, Manooora QLD			
Advertising	\$18.18	\$200.00	
Capital - Sundry	\$1.03	\$11.31	
Gardening / Landscaping	\$62.73	\$690.00	
Letting Fee	\$45.00	\$495.00	
Management Fee	\$195.32	\$2,149.32	
Rent			\$22,988.58
Routine Inspections	\$6.00	\$66.00	
Smoke Alarms	\$11.73	\$129.00	
Subtotal		\$3,740.63	\$22,988.58
2/52 Armbrust St, Manooora QLD			
Gardening / Landscaping	\$64.00	\$704.00	
General	\$27.00	\$297.00	
Keys & Locks	\$14.55	\$160.00	
Lease Preparation Fee	\$7.00	\$77.00	
Management Fee	\$195.84	\$2,153.75	
Plumbing	\$46.71	\$513.80	
Rent			\$23,040.00
Routine Inspections	\$9.00	\$99.00	
Smoke Alarms	\$11.73	\$129.00	
Subtotal		\$4,133.55	\$23,040.00
Account Transactions			
Administration Fee	\$12.00	\$132.00	
Subtotal		\$132.00	\$0.00
Total			
Total Tax on Money Out: \$727.82		\$8,006.18	\$46,028.58



TAX INVOICE

#15062722

ATTN:
Thai Minh Quan Nguyen & Bich Thuy Vu 01

Invoice Date: 05/03/2025
Terms: NET 30 Days

PROPERTY SERVICED: 2/52 Armbrust Street Manoorra QLD 4870
DATE OF VISIT: 05/03/2025
LANDLORD:
WORK ORDER: 86906

Qty	Item	Description	Unit Price	Total
1	Lease Renewal	Smoke Alarms (Interconnected)	\$0.00	\$0.00
1	240v (RED)	Supply & Install P/E Interconnected Smoke Alarm <i>Reason: Alarm Faulty</i>	\$0.00	\$0.00
1	240v (RED)	Supply & Install P/E Interconnected Smoke Alarm <i>Reason: Alarm Faulty</i>	\$0.00	\$0.00
1	240v (RED)	Supply & Install P/E Interconnected Smoke Alarm <i>Reason: Alarm Faulty</i>	\$0.00	\$0.00
			Subtotal	\$0.00
			GST	\$0.00
			Total	\$0.00
			Amount Paid	\$0.00
			Balance Due	\$0.00

	Bill Code:	264291
	Ref:	15062722

Telephone & Internet Banking – BPAY®
Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account. More info: www.bpay.com.au

DIRECT DEPOSIT DETAILS

Name: Smoke Alarm Testing Services Pty Ltd
Bank: Commonwealth Bank
BSB: 064-000
Account #: 16353153
Reference #: 15062722

Smoke Alarm Testing Services Pty Ltd.

1300 41 66 67
PO Box 6393 Yatala DC QLD 4207
ABN: 28 132 807 491 e: info@sats.com.au
Electrical Licenses: (NSW) 264079C | (ACT) 2014969 | (SA) PGE 332279 | (QLD) 92156





STATEMENT OF COMPLIANCE

PROPERTY

2/52 Armbrust Street
Manoora QLD, 4870

TYPE OF VISIT

Lease Renewal

SMOKE ALARM STATUS

Currently Compliant

INSPECTION DATE

05/03/2025

SMOKE ALARMS (INTERCONNECTED) SUMMARY

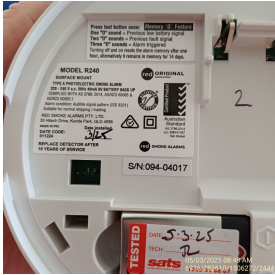
ALARM 1 - LIVING

ADDED	POWER:	240v
	TYPE:	P/E Interconnected
	MAKE:	RED
	MODEL:	R240
	EXPIRY:	2034
	DB:	88
	REASON:	Alarm Faulty



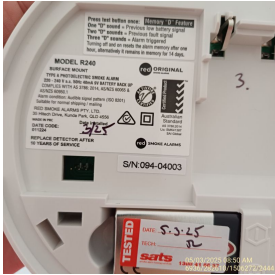
ALARM 2 - LHS FRONT BED 2

ADDED	POWER:	240v
	TYPE:	P/E Interconnected
	MAKE:	RED
	MODEL:	R240
	EXPIRY:	2034
	DB:	88
	REASON:	Alarm Faulty



ALARM 3 - LHS REAR BED 3

ADDED	POWER:	240v
	TYPE:	P/E Interconnected
	MAKE:	RED
	MODEL:	R240
	EXPIRY:	2034
	DB:	87
	REASON:	Alarm Faulty



ALARM 4 - RHS MASTER BED 1

EXISTING	POWER:	240v
	TYPE:	P/E Interconnected
	MAKE:	RED
	MODEL:	R240
	EXPIRY:	2032
	DB:	88
	REASON:	N/A



Smoke Alarm Testing Services Pty Ltd.

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Electrical Licenses: (NSW) 264079C | (ACT) 2014969 | (SA) PGE 332279 | (QLD) 92156

ALARM 1 - HALLWAY

DISCARDED

POWER: 240v
TYPE: P/E Interconnected
MAKE: RED
MODEL: R240RC
EXPIRY: 2031
DB: Faulty - Single Beep(Removed)
REASON: N/A



ALARM 2 - BEDROOM 2

DISCARDED

POWER: 240v
TYPE: P/E Interconnected
MAKE: RED
MODEL: R240RC
EXPIRY: 2031
DB: Faulty - Single Beep(Removed)
REASON: N/A



ALARM 3 - BEDROOM 3

DISCARDED

POWER: 240v
TYPE: P/E Interconnected
MAKE: RED
MODEL: R240RF
EXPIRY: 2031
DB: Faulty - Single Beep(Removed)
REASON: N/A



All smoke alarms located within the property as detailed above have been cleaned and tested as per manufacturers instructions and been installed in accordance with Australian Standard AS 3786 (2014) Smoke Alarms, Building Code of Australia, Volume 2 Part 3.7.2 of the National Construction code series (BCA) and AS/NZS 3000:2018 Electrical installations.

Where alarm Power is 240v or 240vLi the alarm is mains powered. (Hard Wired). All other alarms are battery powered.

* Not required for compliance





TAX INVOICE
#15693351

ATTN:
Thai Minh Quan Nguyen & Bich Thuy Vu 01

Invoice Date: 11/06/2025
Terms: NET 30 Days

PROPERTY SERVICED: 1/52 Armbrust Street Manoorra QLD 4870
DATE OF VISIT: 11/06/2025
LANDLORD:
WORK ORDER: 89902

Qty	Item	Description	Unit Price	Total
1	Change of Tenancy	Smoke Alarms (Interconnected)	\$0.00	\$0.00
			Subtotal	\$0.00
			GST	\$0.00
			Total	\$0.00
			Amount Paid	\$0.00
			Balance Due	\$0.00



Biller Code: 264291

Ref: 15693351

Telephone & Internet Banking – BPAY®
Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account. More info: www.bpay.com.au

DIRECT DEPOSIT DETAILS
Name: Smoke Alarm Testing Services Pty Ltd
Bank: Commonwealth Bank
BSB: 064-000
Account #: 16353153
Reference #: **15693351**

Smoke Alarm Testing Services Pty Ltd.

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STATEMENT OF COMPLIANCE

PROPERTY

1/52 Armbrust Street
Manoora QLD, 4870

TYPE OF VISIT

Change of Tenancy

SMOKE ALARM STATUS

☑ **Currently Compliant**

INSPECTION DATE

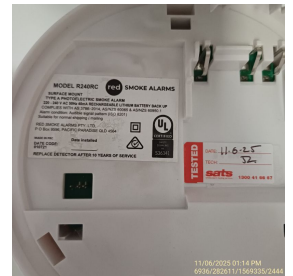
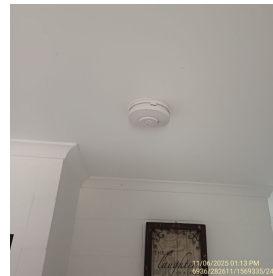
11/06/2025

SMOKE ALARMS (INTERCONNECTED) SUMMARY

ALARM 1 - LOUNGE

EXISTING

POWER: 240v
TYPE: P/E Interconnected
MAKE: RED
MODEL: R240RC
EXPIRY: 2031
DB: 88
REASON: N/A



ALARM 2 - FRONT BED 1

EXISTING

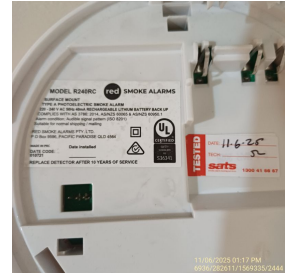
POWER: 240v
TYPE: P/E Interconnected
MAKE: RED
MODEL: R240
EXPIRY: 2034
DB: 87
REASON: N/A



ALARM 3 - REAR BED 2

EXISTING

POWER: 240v
TYPE: P/E Interconnected
MAKE: RED
MODEL: R240RC
EXPIRY: 2031
DB: 88
REASON: N/A



All alarms located within this property that are connected to a fire panel or form part of an integrated fire system, as detailed above, have been visually inspected during our attendance and recorded as Low Voltage (LV) alarms. SATS technicians do not test or maintain integrated fire systems or fire panels. Maintenance of these systems should be carried out in accordance with Specification E2.2a of the National Construction Code (NCC) for smoke detection and alarm systems.

Where there are standalone alarms (not connected to or form part of a fire panel/integrated fire system), have been cleaned and tested according to the manufacturer's instructions. These alarms are installed in compliance with Australian Standard AS 3786 (2014) - Smoke Alarms, the Building Code of Australia (BCA), Volume 2, Part 3.7.2 of the National Construction Code, and AS/NZS 3000:2018 Electrical Installations.

Smoke Alarm Testing Services Pty Ltd.

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* Not required for compliance

Smoke Alarm Testing Services Pty Ltd.

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Certificate Of Completion

Envelope Id: 9DC60C90-B886-48AF-BBF4-8A9382F61D43
Subject: Complete with Docusign: 304690: Form 2 - Seller Disclosure Statement.pdf
Source Envelope:
Document Pages: 79
Certificate Pages: 5
AutoNav: Enabled
Envelopeld Stamping: Enabled
Time Zone: (UTC+10:00) Brisbane

Status: Completed

Envelope Originator:
Impact Legal Solutions Admin
PO BOX 6455
nil
Cairns, Queensland 4870
conveyance@impactlegal.com.au
IP Address: 2001:8004:5220:

Record Tracking

Status: Original
29/10/2025 | 16:44
Holder: Impact Legal Solutions Admin
conveyance@impactlegal.com.au

Location: DocuSign

Signer Events

Bich Thuy Vu
vubichthuy2209@gmail.com
Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:

A6DD3D9ED880424...

Signature Adoption: Drawn on Device
Using IP Address: 163.47.138.70
Signed using mobile

Timestamp

Sent: 29/10/2025 | 16:48
Viewed: 29/10/2025 | 16:49
Signed: 29/10/2025 | 16:49

Electronic Record and Signature Disclosure:
Accepted: 4/8/2024 | 20:05
ID: 50304bbb-f25e-46c0-820f-b31536e30670

Thai Minh Quan Nguyen
minhquanbio@gmail.com
Security Level: Email, Account Authentication
(None)

Signed by:

E6AB813F3F5E42F...

Signature Adoption: Drawn on Device
Using IP Address: 180.216.162.53
Signed using mobile

Sent: 29/10/2025 | 16:48
Viewed: 29/10/2025 | 17:48
Signed: 29/10/2025 | 17:50

Electronic Record and Signature Disclosure:
Accepted: 29/10/2025 | 17:48
ID: 6cd93b4f-22f2-455d-bce7-880b39c7c4bc

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Chris Marsh
chris@marshproperty.com.au
Marsh Property Pty Ltd
Security Level: Email, Account Authentication
(None)

COPIED

Sent: 29/10/2025 | 16:48
Viewed: 29/10/2025 | 21:26

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Carbon Copy Events	Status	Timestamp
Impact Legal Solutions Admin conveyance@impactlegal.com.au Impact Legal Solutions Security Level: Email, Account Authentication (None)	COPIED	Sent: 29/10/2025 16:48 Resent: 29/10/2025 17:50
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	29/10/2025 17:48
Signing Complete	Security Checked	29/10/2025 17:50
Completed	Security Checked	29/10/2025 17:50

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

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