Residential Tenancies and Rooming Accommodation Act 2008

	1 Tenancy details (re	efer also - Add	endum - Ad	lditional	Items)									
	1.1 Lessor Name/trading name													
L	Address													
Г	C/- Onsite Edge Pty Ltd, 21	Postcode	4170											
L	1.2 Phone	Mobile	,	Email				•						
Г	0477 667 226			edge.com.au										
tem 2	2.1 Tenant/s			1										
	Tenant 1 Full name/s													
	Phone	Email	Email											
Г	Tenant 2 Full name/s													
	Phone	Email												
[Tenant 3 Full name/s													
⊢	Phone	Email												
L 2	2.2 Address for service (if o	different from ac	Idress of the	premises	in item 5.1	Attach a senarate li	st							
	•			p. 0		, Attaon a doparate ii								
	3.1 Agent If applicable. See class Full name/trading name Ons		 j											
L	Address													
Г	21 Bombery Street													
	Cannon Hill QLD						Postcode	4170						
3	3.2 Phone	Mobile	e Email											
	0477 667 226	0477 667 226		promine	nce@onsite	eedge.com.au								
	Notices may be given to Indicate if the email is differen	nt from item 1, 2 c	or 3 above)											
	4.1 Lessor													
E	Email Yes No ✓				Facsimile	Yes No V								
	4.2 Tenant/s					v 🗖 v 🗖								
	Email Yes ✓ No 🗌				Facsimile	Yes☑ No ☐								
	4.3 Agent Email Yes ☑ No ☐				Eggimila	Yes☑ No 🔲								
					racsimile	res[v] NO[]								
	5.1 Address of the rental premises [INSERT UNIT NUMBER] /31 Bombery Street													
	CANNON HILL QLD	Postcode	4470											
L			4170											
	5.2 Inclusions provided. Fo As per entry condition repo		or other househo	old goods let	with the prem	ises. Attach list if ne	cessary							
em 6	6.1 The term of the agreem	ent is ixe	d term agreem	ent 🔲	periodic ag	reement								
•	6.2 Starting on /	6.3	Ending on	/	1		Б	1 <i>8</i> 366						
			ed term agreeme continuation of to		ement, see cl	ause 6	2.63							

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

Item 7	Rent \$			pe	er 🗸 we	ek	fort	tnight		month			of the Standar - Additional Ite	
Item	Rent must	be pa	id on the	[INSE	RT DAY]	(in a	dvance)		day d	of each	Week			
8				Insert da	ay. See cla	use 8(2)				Insert w	eek, fortnigl	ht or month	
Item	Method of rent payment Insert the way the rent must be paid. See clause 8(3) Deposit via Internet Banking (Preferred), Direct Debit, Deposit at any Westpac Bank Branch													
9	Deposit via	a Inter	net Bank	ing (Pref	erred), D	irect	Debit, D	eposi	t at ar	ny West	рас Ва	ank Branc	ch	
	Details for d	direct c	redit						,					
	BSB no.	0 3	4 0	4 1	Bank/bui	lding	society/c	redit u	ınion	Westpa	ас			
	Account no.	. 3	5 1	9 6	1		Acc	ount n	ame	Onsite	Edge l	Pty Ltd Ti	rust Accour	nt
	Payment reference [INSERT TENANT SURNAME]													
Item	Place of rent payment Insert where the rent must be paid. See clause 8(4) to 8(6)													
10	Onsite Edge Pty Ltd Trust Account BSB 034-041 A/C No. 351961 Reference: [INSERT TENANT SURNAME]												AME]	
Item 11	Rental bon	d amo	ount \$			See	clause 13							
Item	12.1 The services supplied to the premises for which the tenant must pay See clause 16													
12	Electricity	=		No			service th				y 🗸	Yes 🗌	No	
	Gas	=		No	Type	Cab	le or Inte	ernet	Servi	ces		See sp	ecial terms (pa	ige 8)
	Phone Yes No 12.2 Is the tenant to pay for water supplied to the premises See clause 17 Yes No													
16							-					_	No	4 of the
Item 13	If the premi service for												t must pay. Se	
	Electricity	N/A			Any	other	r service	stated	l in ite	m 12.1	N/A			
	Gas	N/A			See	specia	ıl terms (pa	age 8)						_
	Phone	N/A												
Item	How services must be paid for Insert for each how the tenant must pay. See clause 16(d)													
14	Electricity As account holder, direct to the electricity supplier													
	Gas	N/A												
	Phone	As ac	count ho	older, dire	ect to the	serv	ice prov	/ider						
	Any other se See special te			item 12.1	As acc	count	t holder,	direc	t to th	e servi	ce sup	plier		
Item 15	Number of	perso	ns allow€	ed to resi	de at the	pren	nises		See c	lause 23				
Item	16.1 Are th	ere ar	ny body c	orporate	by-laws	appli	icable to	the o	ccup	ation of	the pr	emises b	y 🗸 Yes	□No
16			ee clause 22			•			•		-			
	16.2 Has th	ne tena	ant been	given a c	opy of th	ne rel	evant by	/-laws	See c	lause 22			✓ Yes	∐ No
Item	17.1 Pets a	approv	ed	Yes	✓ No	See	clause 24	l (1)						
17	17.2 The ty	17.2 The types and number of pets that may be kept See clause 24(2)												
	Type Number Type Number											Number		
Item	Nominated	l repai	rers Insert	name and	telephone	numbe	er for each	. See c	lause 3	31				
18	Electrical re	-			•							Phone		
	Plumbing re	epairs										Phone		
	Other		Onsite E	dge Ptv	Ltd]]	0477 667 22	26
]		

Note: Refer Addendum - Additional Items (Page 9) for additional details

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

2 Terms of a general tenancy agreement

- (1) This part states, under the Residential Tenancies and Rooming Accommodation Act 2008 (the Act), section 55, the standard terms of a general tenancy agreement.
- (2) The Act also imposes duties on, and gives entitlements to, the lessor and tenant that are taken to be included as terms of this agreement.
- (3) The lessor and tenant may agree on other terms of this agreement (*special terms*).
- (4) A duty or entitlement under the Act overrides a standard term or special term if the term is inconsistent with the duty or entitlement.
- (5) A standard term overrides a special term if they are inconsistent. Note – Some breaches of this agreement may also be an offence under the Act, for example, if –
 - the lessor or the lessor's agent enters the premises in contravention of the rules of entry under sections 192 to 199; or
 - the tenant does not sign and return the condition report to the lessor or the lessor's agent under section 65.

3 More than 1 lessor or tenant

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

Division 2 Period of tenancy

4 Start of tenancy

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

5 Entry condition report – s 65

- (1) The lessor must prepare, in the approved form, sign and give the tenant 1 copy of a condition report for the premises.
- (2) The copy must be given to the tenant on or before the day the tenant occupies the premises under this agreement.
- (3) The tenant must mark the copy of the report to show any parts the tenant disagrees with, and sign and return the copy to the lessor not later than 3 days after the later of the following days -
 - (a) the day the tenant is entitled to occupy the premises;
 - (b) the day the tenant is given the copy of the condition report. Note— A well completed condition report can be very important to help the parties if there is a dispute about the condition of the premises when the tenancy started. For more information about condition reports, see the information statement.
- (4) After the copy of the condition report is returned to the lessor by the tenant, the lessor must copy the condition report and return it to the tenant within 14 days.

6 Continuation of fixed term agreement – s 70

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

7 Costs apply to early ending of fixed term agreement

- (1) This clause applies if -
 - (a) this agreement is a fixed term agreement; and
 - (b) the tenant terminates it before the term ends in a way not permitted under the Act.
- (2) The tenant must pay the reasonable costs incurred by the lessor in reletting the premises.

Note – For when the tenant may terminate early under the Act, see clause 36 and the information statement. Under section 362, the lessor has a general duty to mitigate (avoid or reduce) the costs.

Division 3 Rent

- 8 When, how and where rent must be paid ss 83 and 85
- (1) The tenant must pay the rent stated in this agreement for item 7.
- (2) The rent must be paid at the times stated in this agreement for item 8.
- (3) The rent must be paid -
 - (a) in the way stated in this agreement for item 9; or
 - (b) in the way agreed after the signing of this agreement by -
 - the lessor or tenant giving the other party a notice proposing the way; and
 - (ii) the other party agreeing to the proposal in writing; or
 - (c) if there is no way stated in this agreement for item 9 or no way agreed after the signing of this agreement in an approved way under section 83(4).

Mote - If the way rent is to be paid is another way agreed on by the lessor and tenant under section 83(4)(g), the lessor or the lessor's agent must comply with the obligations under section 84(2).

- (4) The rent must be paid at the place stated in this agreement for item 10.
- (5) However, if, after the signing of this agreement, the lessor gives a notice to the tenant stating a different place for payment and the place is reasonable, the rent must be paid at the place while the notice is in force.
- (6) If no place is stated in this agreement for item 10 and there is no notice stating a place, the rent must be paid at an appropriate place. Examples of an appropriate place -
 - the lessor's address for service
 - the lessor's agent's office

9 Rent in advance – s 87

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

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

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

10 Rent increases – ss 91 and 93

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

Application to tribunal about excessive increase- s 92

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

12 Rent decreases - s 94

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

Division 4 Rental bond

13 Rental bond required – ss 111 and 116

- (1) If a rental bond is stated in this agreement for item 11, the tenant must pay to the lessor or the lessor's agent the rental bond amount -
 - (a) if a special term requires the bond to be paid at a stated time - at the stated time; or
 - (b) if a special term requires the bond to be paid by instalmentsby 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

- The tenant must increase the rental bond if -
 - 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

 The lessor must pay all charges, levies, premiums, rates or taxes for the premises, other than a service charge. Examples –

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

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

16 General service charges – ss 164 and 165

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

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

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

17 Water service charges – ss 164 and 166

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

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

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

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

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

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

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

Division 6 Rights and obligations concerning the premises during tenancy Subdivision 1 Occupation and use of premises

18 No legal impediments to occupation – s 181

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

Examples of possible legal impediments-

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

19 Vacant possession and quiet enjoyment– ss 182 and 183

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

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

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

Note - See the information statement for details.

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

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

22 Units and townhouses – s 69

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

23 Number of occupants allowed

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

24 Pets

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

Subdivision 2 Standard of premises

25 Lessor's obligations – s 185

- (1) At the start of the tenancy, the lessor must ensure -
 - (a) the premises are clean; and
 - (b) the premises are fit for the tenant to live in; and
 - (c) the premises are in good repair; and
 - (d) the lessor is not in breach of a law dealing with issues about the health or safety of persons using or entering the premises.
- (2) While the tenancy continues, the lessor must -
 - (a) maintain the premises in a way that the premises remain fit for the tenant to live in; and
 - (b) maintain the premises in good repair; and
 - ensure the lessor is not in breach of a law dealing with issues about the health or safety of persons using or entering the premises; and
 - (d) keep any common area included in the premises clean. *Note* For details about the maintenance, see the information statement.
- (3) However, the lessor is not required to comply with subclause (1)(c) or (2)(a) for any non-standard items and the lessor is not responsible for their maintenance if -
 - (a) the lessor is the State; and
 - the non-standard items are stated in this agreement and this agreement states the lessor is not responsible for their maintenance; and
 - (c) the non-standard items are not necessary and reasonable to make the premises a fit place in which to live; and
 - (d) the non-standard items are not a risk to health or safety; and
 - (e) for fixtures the fixtures were not attached to the premises by the lessor.
- (4) In this clause -

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

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

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

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

Subdivision 3 The dwelling

27 Fixtures or structural changes – ss 207–209

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

Examples of terms -

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

28 Supply of locks and keys – s 210

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

29 Changing locks – ss 211 and 212

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

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

Subdivision 4 Damage and repairs

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

- 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;
 - 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;
 - a fault or damage likely to injure a person, damage property or unduly inconvenience a resident of the premises;
 - 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.
- Routine repairs are repairs other than emergency repairs.

31 Nominated repairer for emergency repairs – s 216

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

32 Notice of damage – s 217

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

33 Emergency repairs arranged by tenant – ss 218 and 219

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

Division 7 Restrictions on transfer or subletting by tenant

- 34 General ss 238 and 240
- (1) Subject to clause 35, the tenant may transfer all or a part of the tenant's interest under this agreement, or sublet the premises, only if the lessor agrees in writing or if the transfer or subletting is made under a tribunal order.
- (2) The lessor must act reasonably in failing to agree to the transfer or subletting.
- (3) The lessor is taken to act unreasonably in failing to agree to the transfer or subletting if the lessor acts in a capricious or retaliatory way.
- (4) The lessor or the lessor's agent must not require the tenant to pay, or accept from the tenant, an amount for the lessor's agreement to a transfer or subletting by the tenant, other than an amount for the reasonable expenses incurred by the lessor in agreeing to the transfer or subletting.
- 35 State assisted lessors or employees of lessor s 237
- (1) This clause applies if -
 - (a) the lessor is the State; or
 - (b) the lessor is an entity receiving assistance from the State to supply rented accommodation; or
 - (c) the tenant's right to occupy the premises comes from the tenant's terms of employment.
- (2) The tenant may transfer the whole or part of the tenant's interest under this agreement, or sublet the premises, only if the lessor agrees in writing to the transfer or subletting.

Division 8 When agreement ends

- 36 Ending of agreement s 277
- (1) This agreement ends only if -
 - (a) the tenant and the lessor agree in writing; or

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

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

(2) Also, if a sole tenant dies, this agreement terminates in accordance with section 277(7) or (8). *Note* – See the information statement for details.

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

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

Examples of what may be fair wear and tear-

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

38 Keys

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

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

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

40 Exit condition report – s 66

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

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

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

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

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

43 Lessor's agent

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

44 Notices

- 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 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.

General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008

Part 3 Special terms	Insert any special terms	s here and/or	attach a separate list if required.	See clause 2(3) to 2(5)
Refer attached: Addendum - Ad	dditional Items and A	Addendum -	Special Terms (as forming p	art of this Agreement)
Refer Addendum A (Item A1)				
The tenant/s must receive a copy not previously been given to the trecords.				
Signature of lessor/agent			Signature of tenant 1	
Name/trading name			Print name	
Onsite Edge Pty Ltd				
Signature	¬լ		Signature	
	Date / /			Date / /
in the presence of (witness) Print name			in the presence of (witness) Print name	
Witness signature			Witness signature	
	Date / /			Date / /
Signature of tenant 2 Print name			Signature of tenant 3 Print name	
O'ma a tura			O'ana a tama	
Signature	Date / /		Signature	Date / /
in the presence of (witness) Print name			in the presence of (witness) Print name	
NACC CONTRACTOR OF THE PROPERTY OF THE PROPERT			NACC CONTRACTOR	
Witness signature	Data / /		Witness signature	Data / /
	Date / /			Date / /

Addendum - Additional Items

This Addendum - Additional Items page can be used to list information that does not fit in the fields provided in Part 1 Tenancy Details of the Standard RTA Form 18a.

Item A	Addre	ess fo	or service	(if differen	t fron	n addres	s of t	he prem	ise	s in Item 5.1)						
Λ													Pos	tcode			
Item	Name	(s) o	f Person(s	authoris	ed to	reside o	n Pre	mises									
В																	
Item	Rent	Incre	ase See Cla	ause 10 of the	e Stand	dard Terms	and C	lause 9 o	f Add	dendum - Spec	ial Term	ns					
С	Rent I	ncrea	ase: Appli	cable 🔽	Yes	☐ No)										
	Comn	nencii	ng on:												(If known)		
	(a) New Rent will be \$ per week fortnight month (single increase only) OR											nly) OR					
	(b) Determined by the method as outlined below: Rent increases are subject to the applicable residential tenancy legislation, market conditions and owners																
													owners				
		advic	e at the re	levant tim	e.												
	Ī	Vote:	Method m	ust be set o	out cle	arly for te	enants	s to unde	ersta	and. Use app	ropriat	e examples	where ne	ecessa	ary		
Item	Pool :	Safet	y Certifica	te Require	ment	S (complet	te if the	ere is a sv	/imm	ning pool and/o	r spa for	use by the T	enant/s or o	n the f	Premises)		
D	Pool Safety Certificate Requirements (complete if there is a swimming pool and/or spa for use by the Tenant/s or on the Premises) The Tenant acknowledges having received one of the following:																
	a copy of the current Pool Safety Certificate																
	OR [a Form 36 - Notice of No Pool Safety Certificate (Body Corporate shared pool only)															
Item	Key c	Key collection and return															
Е	Keys	Keys available for collection: (new tenancies only)															
	Date: On the starting date stated in Item 6.2 OR																
	Time:																
	Instru	ctions	uns for returning keys upon vacating:														
	Instructions for returning keys upon vacating:																
Item		Additional Tenants															
F	Tenant 4 Full name/s																
	Phone Email																
	Signa	Signature of tenant 4							in the presence of (witness)								
	Print name							Print name									
	Signa	Signature							Witness signature								
					Dat	te /	1			<u> </u>			Date	1	1		

Addendum - Special Terms

These terms are in addition to the Standard Terms and only form part of this Agreement provided they do not conflict with the Act or the Standard Terms and the parties have agreed to the Special Terms.

1 Condition of Premises

The lessor shall ensure, as part of its obligations under Clause 25 of the StandardTerms, the premises are in a reasonable state of repair and are free from vermin at the commencement of the Tenancy.

2 Care of Premises

The Tenant agrees:

- (a) Not to do anything that involves painting, marking or defacing the premises internally or externally or using nails, screws or adhesives without the prior written consent of the Lessor.
- (b) To place all household rubbish in the bin provided by the local authority and put the bin out for collection on the designated day for collection and remove the bin to the premises as soon as practicable after it has been emptied and return it to its allotted place.
- (c) Not to use any sink, basin, toilet, drain or like facility in or connected to the premises for other than their intended use or to do anything that might damage or block the plumbing drainage or sewerage system servicing the premises.
- (d) Not to affix any television antenna to the premises.
- (e) Not to hang washing, or other articles anywhere but in areas provided or designated for this purpose.
- (f) To maintain all garden areas including watering trees and other plants, to mow the lawn and remove garden rubbish (including pet waste) from the premises.
- (g) Not to construct and/or use a portable wading pool, spa or such other regulated pool/s that:
 - is capable of being filled with water to a depth of more than 300mm; or
 - (2) has a volume of more than 2000L; or
 - has a filtration system.

Such pools as described above are considered regulated pools under the *Building Act 1975* and require compliant pool fencing and/or pool barriers.

- (h) To only operate any machinery, plant or equipment on the premises in accordance with the lessor's or manufacturer's instructions.
- Not to maliciously or negligently damage the premises or any part of the premises.
- (j) Not to alter or remove any fixture or inclusion of the premises or add any lock or security device without the lessor's agreement, and in such case to provide the lessor / lessor's agent with a copy of the key or access codes.
- (k) To, in respect to smoke alarms in the premises:
 - test each smoke alarm at least once every 12 months of the tenancy by:
 - (a) pressing a button or other device on the smoke alarm to indicate whether the alarm is capable of detecting smoke; or
 - (b) testing the alarm in the way stated in the Information Statement.
 - (2) replace, in accordance with the Information Statement, each battery that is spent or that the Tenant is aware is almost spent.
 - (3) advise the lessor / lessor's agent as soon as practicable when the tenant is aware a smoke alarm has failed or is about to fail
 - (4) clean each smoke alarm as stated in the information statement at least once every 12 months of the tenancy
 - (5) not remove or do anything that would reduce the effectiveness of a smoke alarm
- (I) To replace cracked and/or broken glass where such breakage has arisen as a result of malicious damage or other action on the part of the tenant or it's guest/s.

- (m) To keep the premises free of rodents, cockroaches and other vermin and to notify the lessor promptly of any vermin or pest infestation which, should the presence of such vermin or infestation have arisen due to act or neglect on the part of the tenant, shall be the tenant's responsibility to remedy.
- (n) To replace any light bulbs and fluro tubes that have blown during the term of the tenancy.
- (o) To at all times during the term of the tenancy, comply with the terms of this General Tenancy Agreement including Addendum - Special Terms.
- (p) Where a product, fixture or fitting provided with the premises has a warning label or safety instructions attached the tenant is not to deface, damage or remove such label.

3 During Occupancy

- (1) The tenant agrees that only the persons nominated in Addendum Additional Items Item (B) or as specified on the Application for Tenancy, and their children up to the maximum number of persons authorised under this agreement, are to reside on the premises. Approval must be sought from the lessor / lessor's agent for any other persons to reside on the premises during the tenancy.
- (2) The tenant is aware that the lessor / lessor's agent may maintain possession of a set of keys to the premises.
- (3) The tenant may not grant other person's a licence to occupy or use the whole or part of the premises for the tenant's commercial gain, whether by written or verbal agreement with the other person/s, without the lessor's consent having been first obtained. The lessor must act reasonably.

4 End of Occupancy

The tenant will on vacating the premises:

- (a) Return all keys, keycards and other security devices (if any) and make good the cost of replacement should any of these items not be returned or be lost at any time.
- (b) On the last day of the tenancy have all carpets cleaned to a professional standard similar to the standard as provided by the lessor/lessor's agent at the start of the tenancy.
- (c) Fair wear and tear accepted, repair damage to the premises arising or as a result of the tenant's or its guest's actions including damage (if any) caused by the Tenant's pets.
- (d) Remove all the tenant's property from the premises including rubbish and property on the premises not the property of the lessor.
- (e) Leave the premises (including the grounds) in a neat and tidy condition
- (f) Fumigate as reasonably required if pets have been on the premises.
- (g) Provide written evidence of compliance with the requirements of Addendum - Special Terms - Clause 4 (b), (c) and (f) to the lessor / lessor's agent on or before vacating.
- (h) Return all remote control devices in good working order and condition including batteries, and where not returned, make good the cost of replacement.

5 Breach of Tenancy

Note: Section 429 of the Act states:

If there is a dispute between the lessor and tenant... about (this) Agreement, either party may apply to the tribunal for an order and the tribunal may make any order it considers appropriate, to resolve the dispute.

- (1) The lessor having, where appropriate, taken reasonable steps to mitigate its losses, may claim from the tenant any reasonable costs or expenses incurred by the lessor arising from or as a result of:
 - (a) the acts or omissions of the tenant, its guest or invitees other than invitees permitted to enter the Premises for the purpose of carrying out works as authorised by the lessor or lessor's agent in accordance with this agreement.
 - (b) the tenant's failure to comply with the tenant's obligations under the Act or this agreement.
- (2) If at the end of the tenancy the tenant is in breach of any of its obligations under this tenancy agreement the lessor may rectify such breach and claim the cost of such rectification from the rental bond or the tenant, subject to the provisions of the Act.

- (3) Should the agreement be terminated by the tenant or by a tenant's breach of the agreement before the ending date of this Agreement:
 - (a) the tenant agrees to pay reasonable costs (re-letting and advertising costs) in accordance with Clause 7 of the Standard Terms of this agreement and continue to fulfill their obligations under this agreement until another General Tenancy Agreement is entered into by the lessor / lessor's agent for the Premises or until the tenant's General Tenancy Agreement expires, whichever is sooner.
 - (b) the tenant may be liable to pay any loss of rent incurred by the lessor in re-letting the Premises where the lessor/ lessor's agent has taken reasonable steps to reduce or minimize rental losses.

6 Insurance/Indemnity

- (1) The tenant will not by act or omission do anything which would cause any increase in the premium of any insurance the lessor may have over the premises (or their contents) or cause such insurance policy to be invalidated.
- (2) The tenant shall be responsible for insuring the tenants own property.

7 Liability Statement

Except in the case where the lessor and/or the lessor's agent have been negligent or fail to comply with obligations under the Act, neither the lessor or the lessor's agent (acting with the lessor's authority) will be liable for any loss or damage suffered by the tenant or other persons on the premises with respect to either person or property AND the tenant indemnifies the lessor and/or the lessor's agent against all liability with respect to injury or damage to the tenant or other persons or the property of either occurring on the premises as a result of any act or omission by the tenant or others on the premises with the consent of the tenant.

Note: The provisions of Section 429 allow either party to apply to

8 Interpretation

For the purposes of this agreement Premises, where mentioned shall mean the premises, fixtures and inclusions, if any.

9 Notice of Rent Increases

the Tribunal in case of a dispute.

In the case of a fixed term agreement the tenant agrees, if a rent increase is stated in Addendum - Additional Items - Item (C):

- subject to Clause 10 of the Standard Terms, the rental may be increased before the term ends and such increase shall be as set out in Addendum - Additional Items - Item (C).
- (2) Notice must be given by the lessor / lessor's agent not less than two months prior to the rent increase commencement date advising of a rental increase and the date of such increase

Note: In case of a disagreement, the provisions of Clause 11 of the Standard Terms may be applicable.

10 Provision of Documents

The parties agree to the delivery and service of documents or other communication via electronic means including SMS text messaging, emailing or other forms of electronic communication where such information has been provided by a party in this Agreement.

11 Inspections

- (1) The tenant will permit the lessor / lessor's agent, on entering the Premises in accordance with Clause 20 (routine inspections) of the Standard Terms, to photographically record the condition of the Premises. Such photos will be used solely for the purposes of identifying any damage or defects that become apparent during the inspection and may be distributed to people involved in rectification including the lessor of the rental Premises. Such photos may not be used for advertising or any other purpose and copies will be provided to the tenant on request at no charge. Should the lessor / lessor's agent require photos of the Premise for any purpose other than as outlined above the lessor / lessor's agent must obtain the tenant's written authorisation.
- (2) Reasonable care will be taken to avoid such photographic records including details of the tenant's personal property and effects.

12 Privacy Statement

- (1) The lessor's agent must comply with the provisions of the Australian Privacy Principles (*Privacy Act 1988*) and where required maintain a Privacy Policy.
- (2) The Privacy Policy outlines how the lessor's agent collects and uses personal information provided by you as the tenant, or obtained by other means, to provide the services required by you or on your behalf
- (3) You as the tenant agree the lessor's agent may, subject to the Privacy Act 1988 (CTH) (where applicable), collect, use and disclose such information to:
 - the lessor of the Premises to which this Tenancy Agreement applies; and/or
 - (2) (subject to the provisions of Chapter 9 of the Act) residential tenancy databases for the purpose of enabling a proper assessment of the risk in providing you with the lease and if applicable listing tenancy agreement breaches; and/or
 - (3) tradespeople and similar contractors engaged by the lessor / lessor's agent in order to facilitate the carrying out of works with respect to the Premises; and/or
 - (4) the lessor's insurance companies; authorised real estate personnel; courts and tribunals and other third parties as may be required by the lessor's agent relating to the administration of the Premises and use of the lessor's agent's services; and/or
 - (5) Body Corporates
- (4) Without provision of certain information the lessor's agent may not be able to act effectively or at all in the administration of this Agreement.
- (5) The tenant has the right to access such personal information and may require correction or amendment of any inaccurate, incomplete, out of date or irrelevant information.
- (6) The lessor's agent will provide (where applicable), on request, a copy of its Privacy Policy.

13 Telephone

Subscription to telephone and internet services will be the responsibility of, and at the cost to, the Tenant.

14 Special Terms

The parties confirm that no legal advice as to the Standard Terms or Special Terms was provided by the lessor's agent. Any Special Terms or Clauses were inserted at the specific request of a relevant party to this Agreement. No warranty is given by the lessor's agent and legal advice should be sought.

Addendum A

A1. Special Terms

Agent's Entry

The Agent, having complied with the requirements of the Act, may enter the Premises to:

- (1) carry out quarterly inspections of the Premises by a representative of the Agent
 - (2) check that any breaches of the tenancy have been rectified
- (3) through itself or its authorised tradespeople, enter the Premises to carry out maintenance & repairs

And if the Tenant/s are not present, the Agent is authorised to enter the Premises using its own keys.

Air Conditioning Filters & Exhaust Fans

The Tenant/s agree to clean the air conditioner filters, ceiling fans & exhaust fans every 6 months and upon vacating the Premises.

Blinds & Curtains Cords

The Tenant confirms where curtains and blinds in the premises are fitted with tie downs and tension devices it is the Tenant's responsibility to ensure curtain or blind cords are always kept secured. Where in compliance with consumer legislation a label is attached to a cord or chain warning of potential danger of unsecured cord or chains (Swing Tag) the tenant must ensure the Swing Tag is not removed and notify the agent if it is removed.

Care of Premises

In accordance with Addendum - Special Terms Clause 2(a), BluTack and other similar products are not to be used on any interior or exterior surface of the Premises without prior written approval from the Lessor.

Carpets

For a tenancy of 12 months or more, notwithstanding the provisions of Addendum - Special Terms Clause 4(b), carpets are to be cleaned from time to time as reasonably instructed by the Lessor/Agent. All marks and stains should be removed promptly.

Change of Details

The Tenant will keep the Agent updated with any change of personal details previously provided to the Agent including mobile numbers and email addresses

Cleaning Appliances

All appliances, electrical or otherwise, must be maintained in a fit and proper condition and used only in accordance with manufacturer's instructions or specifications.

Cleaning Surfaces

All kitchen and bathroom surfaces must be cleaned and treated generally in accordance with manufacturer's instructions and/or any specific instructions given by the Lessor.

Connection of Services

The Tenants acknowledge and agree it is the Tenants' responsibility to arrange for connection of electricity and telephone upon commencement of occupancy and termination of services when vacating the Premises.

Curtains

Curtains are to be cleaned in accordance with the Lessor's/Agent's instruction from time to time as reasonably required and upon vacating the Premises.

Driveway or Car Space Areas

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

Electronic Communications Servicing the Premises

The Tenant must satisfy itself as to the provisions of any electronic communication services to the Premises (internet, television - analogue, digital or cable). The Lessor gives no warranty in respect to the provisions or adequacy of such services to the Premises.

Keys - Loss & Replacement

The Tenant will be responsible for all costs associated with the loss or replacement of keys, locks or security devices and services of a locksmith if required.

Lease Renewal - Condition Report

Where the Lessor grants a further term of occupancy to the Tenant, the Entry Condition Report supplied at the commencement of the original term of the tenancy is relevant and applicable to the new lease term.

Operation Manuals

All operation manuals relating to the Premises and contents are owned by the Lessor and must remain in the Premises at the end of the tenancy.

Pest Control

- 1. The Lessor having at the commencement of this Agreement had the Premises fumigated against pest and vermin by a licensed pest controller, the Tenant agrees to, at the conclusion of the tenancy, hand over the Premises fumigated to a similar standard.
- 2. The Tenant agrees to provide written evidence of compliance of this requirement to the Lessor/ Lessor's Agent on or before vacating.

Pets - During Inspections

The Tenant agrees it will ensure during all inspections that pets permitted by the lease to be on the Premises do not create a nuisance and are either restrained or removed.

Addendum A (continued)

Pets - Security

Security, with respect to pets shall be the responsibility of the Tenant.

Photos - Condition Reports

Photos accompanying Condition Reports form part of the Condition Reports.

Plugs

The Tenant acknowledges that all plugs for the kitchen, bathroom/s, laundry and the Premises in general, remain with the Premises at the end of the tenancy. Failing which, the Tenant will be responsible for replacement.

Property Use

The Tenant(s) confirm and agree, in accordance with Clause 21 of the Standard Terms of this Agreement, the Premises shall only be used as a place of residence by the Tenant. Use of the Premises for business purpose, without the written consent of the Lessor/ Lessor's Agent first had and obtained, is prohibited. Any such consent will be entirely at the discretion of the Lessor.

Receipt of Documents

- 1. The Tenant acknowledges having received a form 17a upon signing the Tenancy Agreement for the Premises.
- 2. The Tenant acknowledges having received a form 1a Condition Report for completion and return to the Lessor in accordance with Clause 5(3) of the Standard Terms of this Agreement.

Repairs & Maintenance - Written Notice

The Tenant agrees and confirms all notices made in compliance with Clause 32 of the Standard Terms must be in writing (emergencies excepted).

Smoking - Units in a Community Title Scheme

No smoking by any Tenant or guest is permitted in the indoor areas of the unit or terrace house or in any lifts, foyers or other common areas nor shall the Tenant leave around the Premises, debris arising from smoking.

Termite Inspection & Maintenance Access

The Tenant's property may not be stored in such a way as to prevent proper access for termite inspection or treatment to take place.

Tradesperson Callout Where Tenant is Responsible

If the Tenant/s requests the services of a tradesperson to carry out repairs on the Premises and there is no fault found or the fault is found to have been caused by the Tenant/s or their guests or the Tenant's own property, the Tenant/s acknowledge and agree it will be responsible for payment of the fees charged by such tradesperson.

Unauthorised Animals - Indemnity

The Tenant agrees the Tenant shall be responsible for any animal the Tenant brings or allows upon the Premises either with or without the consent of the Lessor and the Tenant will be solely liable for any or all loss, damage or injury suffered by any person or to any property as a result of such animal being upon the Premises.

Units - Falsely Sounding Fire Alarm

The Tenant acknowledges and confirms it shall be liable to pay any charge imposed under the Fire and Rescue Service Act 1990 imposed by relevant fire authorities arising from the Tenant or Tenant's guests or visitors inappropriately activating the fire alarms in or relating to the Premises.

Vacating Premises (Notice)

The Tenant must give the Lessor written notice, in accordance with Chapter 5, Part 1, Division 3, Subdivision 2 of the Residential Tenancies and Rooming Accommodation Act 2008, prior to the tenancy expiry date, to the Lessor in the approved form of its intention to vacate the Premises.

Vehicle & Other Machinery Repairs or Works

The Tenant/s agree not to carry out any mechanical repairs or works to machinery (including cars and/or boats) which the Tenant may bring onto the Premises which may cause damage to any part of the Premises.

Vehicles

The parties agree the Tenant and/or the Tenant's invitees are not to park or store vehicles including trailers on areas other than those designated for parking.

Vehicles (Unregistered)

The Tenant must not store any unregistered vehicle at the Premises without first obtaining the written consent of the Lessor/ Lessor's Agent.

Water Usage Charge - Excess Usage

- 1. Where Item 12.2 and Clause 17(3) of the Standard Terms apply and the Tenant's water usage is more than a reasonable quantity of water determined in accordance with Section 169 (4)(a-e), the Tenant will be liable to pay for such excess.
- 2. The parties agree in terms of Section 169(4)(a-e) a reasonable quantity of water usage shall be 400 litres per day and all water used in excess of that amount will be paid for by the Tenant at the applicable rate charged by the relevant local authority from time to time.
