

COMPANY APPLICATION FOR RESIDENTIAL TENANCY



This form needs to be completed in full. Any applications not completed in full will not be processed.

Upon receiving a fully completed application, we will endeavour to contact you within 24-48 hours to advise you of progress.

Please note: If this application is denied, the agent is not legally obliged to provide reasons as to why.

Office Address: 9/230 Shute Harbour Road, Whitsunday Business Centre CANNONVALE QLD 4802

Postal Address: PO Box 1044, CANNONVALE, QLD 4802

Ph: 07 4946 6366 Fax: 07 4946 6833

Email: info@professionalswhitsundays.com.au



PRIVACY NOTICE & CONSENT ANNEXURE TO PROPERTY OCCUPATIONS FORM 6

.,	(Full name)
of	· · · · · · · · · · · · · · · · · · ·
	(Residential Address)
Whitsundays, a directors, officer nformation to, th Whitsundays. I u evoke my auth	understood the attached information. I authorise employees of Professional and independent contractors of Professionals Whitsundays including the sand employees, to obtain relevant information from, and release relevant parties described on page 2 to assist with my involvement with Professional understand that I can revoke my authority at any time. I acknowledge that if cority, or if I decline to provide information as requested by Professional refessionals Whitsundays may be unable to provide the products or services
Signed	
Date	

Privacy

Warapan Pty Ltd (ACN 069009436) trading as Professionals Whitsundays is committed to protecting your privacy in compliance with the *Privacy Act 1988* (Cth) and the Australian Privacy Principles (APPs). This document sets out Professionals Whitsunday's condensed Privacy Notice. Professionals Whitsundays also has a full Privacy Policy, which contains information about how you can complain about any breach by Professionals Whitsundays of the APPs or an applicable APP Code. A full copy of our Privacy Policy can be accessed at http://www.professionalswhitsundays.com.au/policies/.

Information Collection, Use and Disclosure

During the course of your involvement with Professionals Whitsundays, we may collect, use or disclose personal information about you for the following purposes:

- · Assisting you to sell your property;
- Assisting you to purchase a property;
- Assisting you to lease a property (either as lessor or lessee);
- · Assisting you to obtain a loan;
- · Assisting you with payment or refund of a bond;
- · Assisting you with tenancy disputes;
- · Coordinating repairs or maintenance of a property owned or leased by you;
- Recording or accessing information at the Titles Registry Office or other government agency;
- Recording or accessing information at the Residential Tenancies Authority;
- Recording or accessing information on tenancy information services or databases;
- Client and business relationship management;
- · Marketing of products and services to you;



The types of personal information we may collect, use or disclose about you includes but is not limited to:

- · Your full name;
- · Your date of birth;
- · Your residential address:
- Your postal address;
- · Your email address;
- · Your home telephone number;
- Your work telephone number;
- Your mobile telephone number;
- · Your occupation and business address;
- Financial information including details of your employer, income, name of bank or financial institution;
- Details of your spouse, de facto, dependent children, and roommates;
- · Details of properties owned by you;

In order to provide products and services to you, we may disclose your personal information to the persons/organisations described below:

- In the event that you are a seller or a lessee, we may disclose your personal information to prospective buyers of the property owned or leased by you;
- In the event that you are a buyer or a lessee, we may disclose your personal information to the sellers of the property you are purchasing or leasing:
- Your legal advisor(s) and the legal advisor(s) representing the other party(s) involved in your transaction;
- Your financial institution and/or financial advisor;
- Insurance providers and brokers;
- · Utility providers and utility connection service providers;
- Persons or organisations involved in providing, managing or administering your product or service including independent contractors engaged by us as real estate agents;
- Tradespeople engaged by us to repair or maintain a property owned or leased by you;
- Organisations involved in maintaining, reviewing and developing our business systems, procedures and infrastructure including maintaining or upgrading our computer systems;
- Persons or organisations involved in purchasing part or all of our business;
- · Our related companies;
- Organisations involved in the payments systems including financial institutions, merchants and payment organisations;
- · The Titles Registry Office or other government agencies;
- The Residential Tenancies Authority;
- Police:
- Tenancy information services or databases;
- · Real estate websites;
- · Real estate peak bodies;

Whenever it is reasonable or practicable to do so, we will collect your personal information directly from you. Sometimes it will be necessary for us to collect information from a third party or a publicly available source, such as a credit reporting agency, your legal adviser, your past or current employers, your previous lessors or property managers, and tenancy information services or databases.

In the course of providing services to you, it may be necessary for us to enter your personal information into forms generation software and real estate websites. Depending on the terms of use of such software and websites, a third party may acquire rights to use or disclose information entered into the relevant forms or websites.

We may disclose your personal information to recipients within Australia or to overseas recipients . Should information be required to be sent interstate or overseas, we will take steps to protect the privacy of your information.



We need your permission to collect, use and disclose your personal information, and we therefore ask that you sign the consent on the first page of this document to indicate your consent.

In the event that you do not consent to Professionals Whitsundays collecting and releasing your personal information as described above, we may be unable to provide the services requested by you.

Access to, and correction of personal information

You have the right to request access to your information and to request that Professionals Whitsundays update or correct your personal information. A charge may apply for providing access to your information.

Our Privacy Policy contains further information about how you may request access to, and correction of, your personal information.

Contacting Us

You may contact us by mail, telephone or email as follows:



PO Box 1044 CANNONVALE QLD 4802



07 4946 6366



info@professionalswhitsundays.com.au





COMPANY APPLICATION

PART 1: Rental Property Details

Agent Details

Agency Name: Warapan Pt	y Ltd T/A Professionals Whitsun	ndays
Address: Whitsunday Busine	ess Centre, 9/230 Shute Harbou	r Road
Suburb: CANNOVNALE	State: QLD	Postcode: 4802
Phone: 07 4946 6366	Mobile: 0436 476 366	Fax: 07 4946 6833
Email: info@professionalswh	itsundays.com.au	
	*	
Property Details		
Property Address:		
Suburb:	State:	Postcode:
Rent: \$	Bond: \$	
Tenancy Term:		
Starting On:	Ending On	:
PART 2: Applicant Detai	ils	
Company Details		
Company Name:		
ABN:		
Contact Person:		
Office Phone:	Mobile:	
Email:		
Number of Staff to occupy	the premise:	
If applicable, number of de	ependants to occupy the p	remise:



Details of Staff to occupy the premises

<u>1.</u> Full Name:	
	me:
If yes, other name known by:	
Date of Birth:	
Contact Number/s:	
Are you a smoker: Yes No	
Vehicle at property: ☐ Yes ☐ No	Registration:
Driver Licence Number:	State:
Please provide at least one photo identifications	tification, such as Drivers Licence or Passport
Details of Staff to occupy the premis	
Have you been known by any other name	me:
If yes, other name known by:	
Contact Number/s:	
Are you a smoker: Yes No	
Vehicle at property: ☐ Yes ☐ No	Registration:
Driver Licence Number:	State:
Please provide at least one photo ident	tification, such as Drivers Licence or Passport
SIGNATURE	



Details of Staff to occupy the premises 3. Full Name: Have you been known by any other name: _____ If yes, other name known by: _____ Date of Birth: Contact Number/s: Are you a smoker: Yes No Vehicle at property: Yes No Registration: Driver Licence Number: _____ State: _____ Please provide at least one photo identification, such as Drivers Licence or Passport Signature: Details of Staff to occupy the premises 4. Full Name: Have you been known by any other name: If yes, other name known by: Date of Birth: Contact Number/s: _____ Are you a smoker: Yes No Vehicle at property: Yes No Registration: Driver Licence Number: _____ State: _____

Please provide at least one photo identification, such as Drivers Licence or Passport

Ph: (07) 4946 6366

Fax: (07) 4946 6833

Signature:



Dependants Information (if applicable)

1. Dependants Full Name:
Relationship, and to which Staff:
Dependant date of Birth:
2. Dependants Full Name:
Relationship, and to which Staff:
Dependant date of Birth:
3. Dependants Full Name:
Relationship, and to which Staff:
Dependant date of Birth:
Pet Information (if applicable)
Number of Pets to be kept at property:
Type and Breed of Pet/s:
Are pets council registered? Yes No Which council:

Please complete a Professionals Whitsundays Pet Application Form



Company Previous Rental History

1. Residential Address:		
Suburb:	State:	Postcode:
Period of occupancy:		
Agent/Lessor:		
Agent/Lessor Phone:	Email:	
Rent Amount:		
Confirming rental agreement in	Company Name: Ye	es 🗌 No
If not, name rental agreement v	vas registered:	
2. Residential Address:		
Suburb:	State:	Postcode:
Period of occupancy:		
Agent/Lessor:		
Agent/Lessor Phone:		
Rent Amount:	Reason for lea	aving:
Confirming rental agreement in	Company Name: Ye	es 🗌 No
If not, name rental agreement w	vas registered:	



Credit References	
1. Name of Business:	
Nature of Business:	
Reference Contact Name:	
Contact Number:	
2. Name of Business:	
Nature of Business:	
Reference Contact Name:	
Contact Number:	
Accountants Details	
Company Name:	
Company Address:	
Accountant Name:	
Contact Number:	
Contact Email:	



3. Declaration

Please declare the following by selecting either TRUE or FALSE		
I, the Applicant,		
Have never been evicted by an agent/lessor	True	False
Have no known reasons that would affect my ability to pay rent	True	False
3. Was refunded the rental bond for my last address in full (if applicable)	True	False
If false, please advise what deductions were made from your bond?		
4. Have no outstanding debt to another agent/lessor? If false, why are you in debt to your past agent/lessor?	True	False
malos, my dro you meast to you part against a		
4. Acknowledgement		
Please acknowledge the following by selecting either YES or NO		
I, the Applicant,		
1. Acknowledge that my personal contents insurance is not covered under any lessor insurance policy/s and understand that it is my responsibility to insure my own personal belongings.	Yes	No
2. Understand that you as the agent/lessor have collected this information for the purpose of determining whether I am a suitable tenant for the property – in particular to check my identification, my ability to care for the property, my character and my creditworthiness.	Yes	No
2.1 For such purposes, I authorise you to contact the persons named in this application, and to undertake such enquiries and searches (including tenancy databases searches) as you consider reasonably necessary.	Yes	No
2.2 In doing so, I understand that information provided by me may be disclosed to, and further information obtained from, referees named in this application and other relevant third parties.	Yes	No
3. Acknowledge and accept that if this application is denied, the agent is not legally obliged to provide reasons as to why.	Yes	No
4. Consent and understand that should my tenancy be accepted and upon commencement of the tenancy agreement, there may be cause for the agent/lessor to pass my details onto others which may include (but is not limited to) insurance companies, body corporate, contractors, other real estate agents, salespeople and tenancy default databases.	Yes	No
5. Acknowledge that I have received and reviewed the General Tenancy Agreement (Form 18a), the standard terms and any special terms before completing this application.	Yes	No
6. Acknowledge that I have received or have available the Information Statement (Form 17a), body corporate by-laws (if applicable) before completing this application.	Yes	No
7. Acknowledge that I have been made aware of the agency's Privacy Policy.	Yes	No
8. Acknowledge that the lessor and applicant (tenant) are bound by this agreement immediately upon communication of either the lessor or agent's acceptance of the application.	Yes	No
9. Consent to the use of email and facsimile in accordance with the provisions set out in Chapter 2 of the Electronic Transactions (Queensland) Act 2001 (Qld) and the Electronic Transactions Act 1999 (Cth);	Yes	No
10. Declare that the above information is true & correct and that I have supplied it of my own free will.	Yes	No
Company Applicant Representative Name:		
Signature: Date:		



PUBLIC ENQUIRY DEPARTMENT

P.O. BOX 120 CONCORD NSW 2137

TEL: 190 222 0346

Calls charged at \$5.45 per minute, higher from mobile and payphones

ABN: 84 087 400 379

TICA Privacy Disclosure Form

This form provides information about how your personal information is handled, as required by the Australian Privacy Principles in the Privacy Act 1988, and seeks your consent to disclosures to the TICA Group of companies (TICA) in specified circumstances. If you do not consent to the disclosure of your personal information to TICA we can not process your application. As a professional asset manager we collect personal information about you. The information we collect can be accessed by you by contacting our office.

Primary Purpose:

Before a tenancy is accepted we collect your information to assess the risk to our clients in providing you with a property you have requested to rent and if considered acceptable provide you with a tenancy for the property. In order to assess your application we disclose your personal information to: The Lessor / Owners for approval or rejection of your application, TICA Default Tenancy Control Pty Ltd and TICA Assist Pty Ltd to assess the risk to our clients and verify the details provided in your tenancy application, Referees to validate information supplied in your application and Other Real Estate Agents to assess the risk to our clients

The Agent may also take into account any information that is disclosed to us by TICA relating to attempts by Debt Collection Agencies, Credit Providers and related person to contact or locate you.

Secondary Purpose:

During and after the tenancy we may disclose your personal information to: Trades people to contact you for repairs and maintenance of the property, Tribunals or Courts having jurisdiction seeking orders or remedies, Debt Collection Agencies and affiliated industries, TICA Default Tenancy Control Pty Ltd to record details of your tenancy history, Lessors / Owners insurer in the event of an insurance claim and Future rental references to other asset managers / owners.

In the event of a successful tenancy application the applicant's personal information maybe recorded in the Agent's TICA Virtual Manager System, which will allow the Agent to be advised of any future tenancy applications you make. Information regarding our data deletion practices can be advised should you wish. The TICA Virtual Manager program will monitor your tenancy applications as part of our Risk Management procedures to protect our landlord's exposure. The monitoring of your tenancy applications is not a listing on the TICA Tenancy History database. This information is information that would be available to the Agent on a truthfully completed tenancy application form.

TICA Statement

As the TICA Group may collect personal information about you, the following information about the TICA Group is provided in accordance with the Australian Privacy Principles in the Privacy Act 1988. TICA Default Tenancy Control Pty Ltd (ABN 84 087 400 379) is a tenancy database that records tenants personal information from its members including tenancy application inquiries and tenancy history. TICA Assist Pty Ltd (ABN 28137 488 503) is a database company that records information from mercantile agents and associated industries. In accordance with the Australian Privacy Principles you are entitled to have access to any personal information that we may hold on any of our databases. To obtain your information from the TICA Group proof of identity will be required and can be made by mail to: TICA Public Inquiries PO BOX 120, CONCORD NSW 2137 a fee of \$19.80. Full details about TICA's Privacy Policies can be found on TICA's website at www.tica.com.au under Tenant Information and Privacy Policies.

TICA Primary Purpose

Signed By the Applicant/s

The TICA Group collects information from its members and provides such information to other members as a risk management system for the purpose of assessing a tenancy application. The TICA Group does not provide any information that it collects to any other individual or organization other than its own group of companies for any other purpose other than assessing a tenancy application or risk management system or locating system other than government departments and or agencies allowed by law to obtain information from the TICA Group.

The personal information that the TICA Group may hold is as follows: Name, date of birth, drivers license number, proof of age card number and or passport number (except Australian) and address at time of making a tenancy application, comments made by a TICA member in relation to your tenancy, which members you rented through and which members you applied to and which members are seeking you.

Name:	Signature:	Date:
Name:	Signature:	Date:

VM Forms - 12-11976

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



Name/tradingname QI-W	C/- Warapan Ptv Ltd T/A Professionals Whitsundays	Whiteundays	
Actiress			
9/230 Shute Harbour Road, Whisunday Business Centre	Whitsunday Business Centre		
CANNONVALE		QLD QLD	Postcode 4902
1.2 Phone	Mobile	Email	
(07) 4946 6366	0436 476 366	into@professionalswhitsundays.com.au	
21 Tenant/s			
Tenant 1 Fullname/s			
Phone	Email		1
Tenant 2 Full name/s			
Phone	Email		
Tenant 3 Full name/s			
Phone	Email		
	ent from address of the premis	es in item S.1) Asson andrease is	27
Full name/trading name Warap	Warapan Pty Ltd TA Professionals Whits	Whitsundays	
Attress			
PO Bax 1044			
CANNONVALE		drb dra	Postcode 4802
3.2 Phone	Mobile Programme	Email	
(Indicate I the email is different from item 1,2 or 3 above	(fibratem 1,2 or 3 above)		
Email Yes No V		Facsmile Yes No	
4.2 Tenant/s		Encernally Vac No.	
5.1 Address of the ren	mining professionals whitsundays, com.au	Facsimile Yes No (0	(07) 4946 0833
(O)			
5.2 Inclusions provided. R	Inclusions provided. Forearms funture rather basered agost terrather permass Attach to discovered	Accession in acts secues at any	
As per Entry Condition Repo	As per Entry Condition Report (and Inventory of applicable).		
6.1 The term of the agreement is	nemis 🔲 fixed termagreement	a periodic agreement	
6.2 Starting on /	7	1 1	%
	Fuebtiett attented	The parties	

For continuation of transplagment and sections 6

Level 23, 175 Turbot Street | GPO Box 350 Brebane 0.4001 | t 1300 366 311 | ria eld gov au

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

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Other Please contact Professionals Whitsundays	Plumbing repairs Please contact Professionals Whitsundays	18 Electrical repairs Please contact Professionals Whitsundays	Item Nominated repairers inventoure and templomenumber for each Secclaime 31	Type Number Type	number of pets that maybe kept	item 17.1 Pets approved Yes No secouse34()		16.1 Are there any body corporate by laws applicable to the occupation of the premises by a tenant?	Number of persons allowed to reside at the premises Section 23	Any other general stated in item 12.1 Set to be a serial (to get 8)	Prene	85	14 Eccritiv	with the next for many	Phone	contract format format plants	Electricity Anyother service shield in item 121	If the premises is not individually metered for a service under them 12. In the apportunity service for which the tenant must pay, no compression to be believed by the formula of the service for which the tenant must pay, no compression to the service for which the tenant must pay, no compression to the service for which the service for the service	ne promiser	Phone Lives Lino	8 2 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3	Item 12.1 The services supplied to the premises for which the tenant must pay to down its	Item Rental bond amount \$ Seesance 13	Any Westoac Branch	Item Place of rent payment rues were trensmusterard Sectamon 8(4) 15-88	Payment reference	Account no. 115652 Account name Warapan P	Details for direct credit BSB no. 034-207 Bank/Guilding society/tredit union Westpoc	Bank Deposit / Direct Debit / Electronic Funds Transfer	Method of rent payment insertnessystement must be paid. Seeduse 80)	Item Rent must be paid on the	Tem Rent S per week fortnight month
Phone (07) 4946 6366	Phone (07) 4946 6366	Phore (07) 4946 6366		Number			☐ Yes ☐ No	by a tenant? Yes No										the apportionment of the cost of the			Size accessed immunificacyce ()	Tre I NO	5				Warapan Pry Ltd T/A Professionals Whatsundays Trust Acc				ren ves, latigia monti	Service s(I)

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

Part 2 Standard Terms vision 1 Preliminary

Interpretation

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

2 Terms of a general tenancy agreement

- This part states, under the Residential Tenancies and Rooming Accommodation Act 2008 (the Act), section 55, the standard (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. terms of a general tenancy agreement
- The less or and tenant may agree on other terms of this agreement (special terms).
- (4) A duty or entitlement under the Act overnides a standard term or special term if the term is inconsistent with the duty or entitlemen
- (5) A standard term overrides a special term if they are inconsis the ict for example, if -Water - Some breaches of this agreement may also be an offence und
- the lassor at the lassor's agent enters the premised of the nulas of entry under sections 192 to 199, or
- or the lessor's agent under section 65

3 More than I lessor outerant

- This clause applies if mi agreement for item 1 or e man I person is name:
- Each lesson-amed in this all of the lesson's obligation
 Second lesson's amed in this
- holds their interest in the lenancy lenants are joint tenants;
- tenant's edigations under this agreement.

of tenancy

Division 2 Period Start of

- (1) The tenancy starts on the day stated in this agreement for ilem 52
- (2) However, if no day is stated or if the stated day is before the signing of this agreement the tenancy stains when the tenant is or was given a right to occupy the premises.

Entry condition report - s 65

- The lessor must prepare, in the approved form, sign and give the tenant 1 copy of a condition report for the premises.
- (2) The copymust be given to the tenantion or before the day the tenant occupies the premises under this agreement.
- (3) The renantmust mark the copy of the report to show any parts (a) the day the tenant is entitled to occupy the premises;(b) the day the tenant is given the copy of the condition report. the parties of there is a dispute about the condition of the premises when the tenancy started. For more information about condition reports. 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 -Abar - A well completed condition report can be very important to help
- see the adomaton statement.

 (4) After the copy of the condition report is returned to the lessor by the tenant. the bessor must copy the condition report and return it to the tenant within 1.4 days.

Continuation of fixed term agreement - s 70

- 3 This dause applies it -
- (b) none of the following notices are given, or agreements (a) this agreement is a fixed term agreement; and or applications made before the day the term ends (the end day) -
- a notice agreement or application relating to the death of a sole tenant under section 277(7); (i) a notice to leave;
 (ii) a notice of intention to leave;
 (iii) an abandonment termination notice;
 (iii)
- (v) a written agreement between the legger and tenant to end the agreement

D

This agreement other than a term about this act continues to apply after the end day on is holding over under a periodic agreem more microstation about their that the torant

Costs apply to early y ending of fix

- (1) This clause applies if dama way not
- No agri information statement. Under section 362 the lesson rate only under the lict see nounted by the lesson

Abmatgate (avoid or reduce) the costs.

ion 3 Bent

ss 83 and 85 how and where rent must be paid

- The tenant must pay the rent stated in this agreement for item 7.
 The tenant must be paid at the times stated in this agreement for
- (3) The rent must be paid -
- (a) in the way stated in this agreement for item 5; 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
- (i) 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 - man approved way under section 83(4).
- (4) The rent must be paid at the place stated in this agreement for agent must comply with the obligations under section 84(2) Note: If the way real is to be paid a another way agreed on by the lessor and lenunt under section 83(4)(g), the lessor or the lessor's
- 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 white

Ü

- If no place is stated in this agreement for sem 10 and there is no notice stating a place, the rest must be paid at an appropriate place the notice is in force.
- (F) Examples of an appropriate place -
- the lesson's address for service

Rent in advance - s 87 the lesser's agent's office

The less of 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

Water-Under section 87(2), the lesson of the lesson's agent must not require a payment of rent under this agreement an a period for wind invest that already been paid. (b) for a fixed term agreement - 1 month rent.

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- notice of the proposal to the tenant.
- (3) The day stated must not be earlier than the later of the the day from when it is payable
- (a) 2 months after the notice is given
- (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 by the tenant.
- However, if this agreement is a fixed term agreement, the rent may be increased before the term ends only if a special term to be amended accordingly.
- increase is to be worked out.
- (6) A rent increase is payable by the terant only if the rent is increased under this clause.

11 Application to tribunal about excessive increase

- 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.
- Rent decreases s 94

(b) for a fixed term agreement - before the term patts (a) within 30 days after the notice is received, and

Under section 94, the rest may decrease in cel Able - For details of the situate

Division 4 Rental bond

- (1) If a yelful bond is stated in this agreement tenant must pay to the lessor or the 13 Rental bond required - ss 1
- requires the bond to be paid by inclaiments to be paid at a stated
- the terrant signs this agreement. mbond that may be required. See section 146
- (2) The less or of the lessor's agent must within 10 days of receiving
- New-For now to apply to the authority or a totunal for the bond at the end of the tenancy see the information statement and sections 125 to 141. Delay in applying may must find payment is made on another. Evanytie: The lessor may claim against the bond if the tenaral does not leave the premises in the required condition at the end of the tenancy.

- (a) the rent increases and the lessor gives notice to the tenant
- (b) the notice is given at least 11 months after -

Rent increases - ss 91 and 93

- (1) If the lessor proposes to increase the rent, the lessor must give
- (2) The notice must state the amount of the increased rent and
- (b) 6 months after the day the existing rent became payable
- (a) provides for a rent increase; and(b) states the amount of the increase or how the amount of the

However, the application must be made -

- (c) otherwise -
- (3) The band is intended to be available to financially protect the 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. essor if the tenant breaches this agreement

14 Increase in bond - s 154

- (1) The tenant must increase the rental bond if -
- (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, lewes, premiums, rates or taxes for the premises, other than a service charge.
- body corporate levies, council general rates, severage charges, environment levies, land tax.
- (2) This clause does not apply if -
- (c) the tenant is an entity receiving from the State to supply rented. (b) rent is not payable under the agreen (a) the lessor is the State; and

16 General service charges - ss 164 a

Serves charge for Assovice nia et are individually midered for the service; or services states for John 13 how the tenant's fament of the could of the service is to be worked thed a this accemunifier item 32.1; and water charge of the premises part

(d) this agrees West - Section 165(5) limits the amount the tenant must pay ent states for dem 14 how the tenant must pay

The tenant must pay an amount for the water consumption. 17 Water service charges - ss 164 and 166W

- 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
- (c) this agreement states for item 12.2 that the terant must pay for water supplied to the premises.
- (2) However, the tenant does not have to pay an amount -Moter-A water consumption charge does not include the amount of a water service charge that is a fixed charge for the water service.
- (b) that is a fixed charge for the water service to the premises. (a) that is more than the amount of the water consumption charges payable to the relevant water supplies or
- (3) Also, the tenunt does not have to pay an uncount for a reasonable quantity of water supplied to the premises for a period if, during the period, the premises are not water efficient Note - For details about water discoursy, see the information statement for section 166
- (5) The tenant must pay the amount of the charge to the lessor within I month of the lessor gaing the tenant copies of relevant documents about the nouring of the amount. (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).
- (6) Inthsclause water consumption charge for premises, means the variable part of a water service charge assessed on the volume of water supplied to the premises.

Mate-If there is a depute about how much water (or any other sensor charge) the tenant should pay, the leason or the recent may atternot to resolve the dispute by conclusion. See the adomitsion statement.

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

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 it, when externig into this agreement, the tessor knew about the impediment or ought reasonably to have

Econolis of possible legal experiments -

- if there is a mortgage over the premises, the lesser might need to obtain approval from the mortgage tild one the teruncy can start
- a certificate night be required under the Building Act 1975before the premises can lawfully be occupied.
- the zoning of the land might preventure of a building on the land

19 Vacant possession and quiet enjoyment - ss 182 and 183

- The lessor must ensure the tenant has vacant possession of the premises (ofter 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 ween 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 easonable peace, comfort or privacy of the tenant in using

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

have been complied with The lessor or the lessor's agent may enter the pre-the tenuncy only if the obligations boder sections Note - See the externation st der sections 192 to 199

21 Tenant's USe of premi

- (i) The as a place of reside
- (a) the the premises for an illegal purpose; or (b) cause a nuclange by the use of the premises; or electronic appropriate

- arge amounts of water to escape onto adjoining land cuts on the premises that go onto or
- allow another person on the premises to interfere with the reasonable peace comfort or privacy of a neighbour of a reighbour of the tenant; or

(c) interfere with the reasonable peace comiton or privacy of

22 Units and townhouses - s 69

- The lessor must give the tenant a copy of any body corporate by-laws under the Ecoly Corporate and Community. Sanagement Act 1997 or Stading Units and Group Titles
- (b) any common area available for use by the tenant with the a) the occupation of the premises; or
- (2) The tenant must comply with the by-laws.

Number of occupants allowed

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

- The lenant 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 tem 17.1 that pels are approved and this agreement states for item 17.2 that only -(a) a particular type of pet may be kept only that type may be
- (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 musten
- (c) the premises are in good repair, and (b) the premises are fit for the lensel
- (d) the lessor is not the health or safe hof a law de
- (2) While the left mai me pr
- using or entering the dealing with issues
- However, the leash is not required to comply with subclause (1) (a) of any non-standard items and the lesson's not coorsionable for their maintenance if ine-For out the maintenance see the information statement mon area included in the premises clean.
- Defessor is the State; and
- the non-standard items are stated in this agreement and maintenance; and this agreement states the lesson is not responsible for their
- (c) the non-standard items are not necessary and reasonable to make the premises a fit place in which to begand
- (e) for fixtures the fatures were not attached to the premises by the lessor. (d) the non-standard items are not a risk to health or safely, and
- E

- this agreement for item 5.2.

 premises include any common area available for use by the non-standard items means the fatures attached to the premises and inclusions supplied with the premises stated in

26 Tenant's obligations -s 188(2) and (3) forum with the premises.

- 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 malicously damage, the premises,

Subdivision 3 The dwelling

27 Fixtures or structural changes - ss 207-209

- The tenant may attach a fixture or make a structural change to the premises colyif the lessonagrees to the fixture's attachment or the structural change.
- Note Fortures are generally demis permanently attached to land or to a building that are intended to become part of the land or building An attachment may notable, for example, something gloved naived or An attachment may notable, for example, something gloved naived or Wed to a Mail
- (2) The lessor's agreement must be written, describe the nature of the faiture or change and include any terms of the agreement.

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

- that the tenard may remove the fature that the toraid must righar damage gaused when re-
- that the leason must pay for the fedure if the feduration not remove it
- (3) If the lessor does agree, the terant must comply with the terms of the leason's agreement.
- (4) The lessor must not act unreasonably infailing 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) (b) the breach (that is, not take action for the breach) (c) the breach (that is, or take a breach) to the premises for the lesser's benefit (that is, treat it as belonging to the lessor, without having to pay the tenant for it).

28 Supply of locks and keys - s 210

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

29 Changing locks - ss 211 and 212

- (1) The lessor or the tenant may change looks if -
- (a) both agree to the change; or
 (b) there is a trounal order permiting the change;
 (c) there is a reasonable excluse formaking the ch Example of anticomas iong the cha
- The lessor paterant must n agree to the change of a loc an energy year year and a series
- (3) If a ly for the changed
- es toro governakcy

Subdivision 4 Damage and repairs

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

- 3 Emargency repairs are works needed to repair any of the following -

- (i) a burist water service or serious water service leak;
 (b) a bedieted or broken thinking system;
 (c) a serious roof leak;
 (d) a gastleak;
 (e) a dangenous electrical fault;
 (e) a dangenous electrical fault;
 (f) booding or serious flood damage;
 (f) serious storm, life or impact damage;
 (g) serious storm, life or impact damage;
 (h) a failure or broaddown 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;
 (i) a fault or chamage that makes the premises uncade or indexents;
 (ii) a fault or chamage likely to injurie a person chamage property
 or unduly inconvenience a resident of the premises;
- (i) a serious fault in a staircase lift or other common area of the premises that unduly inconveniences a resident in garing access to, or using the premises.
- (2) Routine repairs are repairs other than emergency repairs.

31 Nominated repairer for emergency repairs - s 216

Tal manda

- The lessor snommated repairs 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
- The nominated repairer is the tenant's first point of contact for notifying the need for emergency repairs.

32 Notice of damage - s 217

- 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, given to -(a) the nominated reparer for the repair (b) if there is no nominated reparer for can not be contacted - the lessor. MUM IS

33 Emergency repairs arranged by tenant - ss 218

- 三世 fe not made within a reasonable time after cly qualified person Infina incurse under section 221 lepars of the premises; or
- e maximum amount that may be incurred for emergency soles analyzed for be made by the tenant is an amount equal the amount soles are th Show the touritmay require rembursement for the replant form 219(2) and (3) and 220 and the information statement.

subletting by tenant Division 7 Restrictions on transfer or

34 General - ss 238 and 240

- Subject to clause 35, the tenant may transfer all or a part of the tenant's interest under this agreement, or sublet the premises, only if the lessor agrees in writing or if the transfer or subletting is made under a tribunal order.
- (2) The lessor must act reasonably in failing to agree to the transfer or subletting.
- (3) The lessor is taken to actumreasonably infalling to agree to the transfer or subletting if the lessor acts mal capacious 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 in agreeing to the transfer or subletting. agreement to a transfer or subletting by the tenant other than an amount for the reasonable expenses incurred by the less or

35 State assisted lessors or employees of lessor -

- (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 less or agrees in writing to the transfer or subletting.

Division 8 When agreement ends

36 Ending of agreement - s 277

This agreement ends only if (a) the tenant and the lessonagree in witting; or

- Residential Tenancies and Rooming Accommodation Act 2008
- (b) the lessor gives a notice to leave the premises to the terant 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

Also, if a sole tenaril dies, this agreement terminates in accordance with section 277(7) or (8). (d) a tribunal makes an order terminating this agreement, or (e) the tenant abandons the premises; or (f) after receiving a oracle from a mort agreement exection 317, the tenant vacates, or is removed from the premises. Note: For when a notice to know 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 tribural, see the information statement

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

Able - See the information statement for details.

Examples of what maybe fair mear and har-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 wear that happens during normal use start of the tenancy, fair wear and tear excepted.

38 Keys

changes that happonwith ageng

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

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

(1) When handing over possession of the premises, the tenant must of the lessor or the lessor's agent asks the lesson with the (2) However, subclause (1) does n to state the lenant snewresidential address tell the les

40 Exit condition report excuse for not telling the les snot apply if the tenart

(1) As soon pairs in the appro sandgive

nior to continue you see the coor projectory arouten in designs the fact bond if here as a design about or the lesson's agent

(2) The lessor or the le often recovery tree e copy of the report br's agent must within 3 business days

by marking the copy in an appropriate way, and
(e) If the tenant has given a ferwarding address to the lesser or agent - make a copy of the report and return it to the (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 designess with chant 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 -

(1) The tenant must take all of the tenant's belongings from the premises at the end of the tenancy.

 The lessor may not treat belongings left behind as the lessor's own property, but must deal with them under sections 563 and 364. Able - For definite of the leason's obligations under sections 3 (3 and 34), see the information statement. They may include an obligation to street goods and may allow the leason be sell goods and may allow the leason be sell goods and may allow the leason be sell goods and may allow the public trustee proceeds (alter storage and soling goots) 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.

(b) do any thing elsethe lessor may do or is Da tribunal ed to do.

ent must be In HIAnd

dyor agent is stated in this

netice may be given by facsimile - by sending it by facsimile is the facsimile number in accordance with the Electronic Transactions (Dusensland) Act 2007; or frumber for the party or agent is stated in this or term 1, 2 or 3 and item 4 indicates that a

 (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 (Discensiona) Act 2001.

(5) If no address for service is dated in this agreement for item 2 for the tenant, the tenant's address for service is taken to be the rolice to each other party that notices are no longer to be given to the party or agent by facsimile or email.

Ŧ

(B) Unless the contrary is proved -E agreement for item 1,2 or 3 or service facsimile number or email address stated in this

(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

all pages of the notice have been successfully sent, and the place where the facsimile was sent when the sender's facsimile machine produces a transmission report indicating

(d) a notice sent by email is taken to have been received by the recipient when the email enters the recipient's email server.

Note - Seesecton 164 for what is a service charge

43 Lessor's agent

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 tributy the lessor or the tenant; or under this agreement.

44 Notices

A notice under this a an approved form if

nem or the

A party or the lessor's agent may withdraw his or her concent to notices being given to them by facilities or email only by giving

A party of the lessor's agent may change his or her address for service. Assume number or emal address only by ghang notice to each other party of a new address for service, facsimile number or email address. address of the premises.

On the gwing 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

a notice left at an address for service is taken to have been received by the party to whom the address relates when the

delivered in the ordinary course of post; and notice was left at the address; and

(c) a notice sent by facsimile is taken to have been received at

Page Total visitor

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



Part 3 Special terms Insert any special terms here and/or att	Insert any special terms here and/or attach a separate list if required. See course 20 to 25	
Refer to attached special terms approved by the Real Estate Institute of Queensland	Queensland.	
Pease see attached Special Terms and Conditions: "Annexure A"		
Names of Approved Occupants:		
The tensity's must receive a copy of the information statement (Form 17a) and a copy of any applicable by-laws itcopies base not previously been given to the tenantys. Do not send to the RTA- give this form to the tenantys. Seep a copy for your records	17a) and a copy of any applicable by-laws if copies beverous this form to the tenant/a. Keep a copy for your records	
Signature of lessor/agent	Signature of Innunt 1	1
Name/trading name	Print morne	
Serulure	Signature	
Date 1	Date 1 1	
in the presence of (witness) Pent name	in the projection of (witness) Print name	
Witness square	Witness signature	
	Date 1 1	
Signature of tenantal	Signature of tenant 3	
Pirit name	Frint name	
Signature	Signature	
Date I I	Date 1 1	
in the presence of (witness) Prot name	in the presence of (witness) Frint name	
Workess adnature	Witness signature	
Date / /	Date 1 1	



Special Terms

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

Occupation and use of premises

The shall must not pormal possors other than the pressors externated in the special terms to resolve at the premises without it compared of the lease of the lease must all a mean ready to councing the lease's description, when determining which are or not to consent to a request by the terms of a stay change to the approved terms or excupates.

Care of the premises by the tenant

During the tenancy, the tenant must-

- rad to anythrogitat mget blook any plurioning or clears on the premises. Seepal multisin artice that provided by the local authory nameron designated by the lessor or as the local author put the bin out for collection on the expropriete day be collection and returnitie in in to its designated base adjusted mandan the lawns and got done at the premises having regard to their condition at the common moving the lawns, veceding the sparkers and watering the lawns and gottens (stated to occur) we shall be premised the both posts and women.
- replie walk floor drots and onlings of the premises free of nails, screws or actives

- ement (Cats &
- The obligations of the torum at the (a) if the carpets were professor sy, having the carpets shampooed or steam
- are excepted on the last day of the
- recept or other relevant evidence to demonstrate that
- age to the premises or inclusions; es. to pay for the premises to be luminated and deodorized by a professional
- equipment (if any) to a dean condocu with correct chemical levels having segard to
- (fair wear and har excepted):
- ding gardens having regard to their condition at the start of the tenancy;
- picks and keys and remote controls ed propery other manthal belonging to the besize or on the premises at the start of the tenuncy. does not meet the tenuncs obspaces at the end of the tenuncy the lossor or the besides agent may pay for this to be done
- The feasor may claim from the tenant costs occurred by the basor as a result of the brand borrig any key, access keycard or remote control resulting to the premates which has been provided to the tenant (by the feasor, a body corporate or other person), including costs
- county acress to the premiers. epideing the key, access keycard or remote control and
- The tricent acknowledges that the lesser's agent may return a duplicate set to keys. The tricent must return all keys, access keysands and/or any remote controls to the lesser or the lesser's agent at the end of the

Early termination by tenant

The sensing is breached before the enti of the sensing specified in asm 6 dispute ofter provisions of this agreement the basic may

- the rest and service charges until the best melessible premises or the end of the remancy as specified in item 6 whichever is the earlier; and
- the recognable costs (including advertising costs) of re-letting and attenuising to re-let the premises. (Sections 173(2) and 420)



Special Terms continued...

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

Liability excluded

The princt shall be lable to and shall indomnly and de lead to leade or the lease's agent, as detectes, offers, emplayers, and agents, them, and agents, them, and agents, them, and agents, and and indown, and the demands, and demands, and all indowns, and and indowns, and and all indowns, and and indowns, and and an indowns, and an

- as a direct or indirect result of the tenant's negligent acts or omissions or breach of this agreement or obligations under the Ac

e a Lessor's insurance

- If the lessor does have insurance cover the tenant must not do, or allow anything to be done, that would invaid an insurance policy for the premises or increase the lessor's premium inrelation to that policy.
- The lesser may dam from the tenant -

Ø

- any accesse in the premain of the lessor's insurance, and
- any excess on clamby the lesser on the lesser's insurance; and named by the lesser;

as a direct or indirective suit of the femant's negligent acts or omissions o

- 52 It is the tenant's and approved occupant's responsibiley to adequately

K Smoke alarm obligations

- at least once every 12 months; or
- da bredtem tenancy soliess: whether the alarm is capable of directing amancy of 12 months or more, at least
- nen (RTA Form 17a) provided to the tenunt's at the
- spent, in accordance with the Information Statement provided
- Charle the ha prij to a battey, the term is used to include reference to a battey which that it does not properly operate the smoke starm. remata smole alam in the premates has falled or is about to
- gothe way stand in the Information Statement provided to the terrarits at the

- (a) a lensifying weny 22 months or

 (b) I lensifying weny 22 months of months deaton, but a heldove under a proode tenancy of 12 months or more, at least
 own an line 12 months of proposed.

 In the year line 12 months or more a contract head appearen (as lated in term 15) to meet the tenanch obligations letted under the
 reads and propagament shall be at the tenant's own cost and depende.

 It is not contract the contract tenant of the cost and the contract of the cost and the contract of the

53 Portable pool obligations (1) The treatmust-

- Ø (a) Obtain the issor's content for a portable pool at the premises of a depth of 300mma or greater.
 (b) Where consider is the provided by the forest to the count for the use of a portable post at the premises of a depth of 300mm or greater, provided by the provided by the forest to the depth of 300mm or greater, provided the premises of a depth of 300mm or greater.
 Where consider is provided by the forcer to the teams for the use of a portable pool at the premises of a depth of 300mm or greater.
- Marian and repart to portable pool at the treant's can expense; in accordance with the Budding Act 1975 others, marchan drief brews a Pool Safety Certificate for a regulated pool, which includes a nequeries of a compliant pool force and provided a copy of the Pool Safety Certificate to the breast activity agent.

 Where a compliant pool force is required for a regulated pool, obtain the leaser's consenting anding a proposed force in
- In countaines, where consent is provided to the tenant by the lesser in accordance with daute 27 of the standard terms.
- ked by the kessor to the tenant for a portable pool of a depth of he tenant hereby agrees to indemnify and hold hamiless the kessor antinhated to, directly or indirectly, by the partable pool

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STATION

NITIALS

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