



Professionals

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**

Consent

I, _____
(Full name)
of _____
(Residential Address)

have read and understood the attached information. I authorise employees of Professionals Whitsundays, and independent contractors of Professionals Whitsundays including their directors, officers and employees, to obtain relevant information from, and release relevant information to, the parties described on page 2 to assist with my involvement with Professionals Whitsundays. I understand that I can revoke my authority at any time. I acknowledge that if I revoke my authority, or if I decline to provide information as requested by Professionals Whitsundays, Professionals Whitsundays may be unable to provide the products or services I have requested.

Signed _____

Date _____

Parent/Guardian Signature (if under 18 years of age)

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 Pty Ltd T/A Professionals Whitsundays

Address: Whitsunday Business Centre, 9/230 Shute Harbour Road

Suburb: CANNONVALE

State: QLD

Postcode: 4802

Phone: 07 4946 6366

Mobile: 0436 476 366

Fax: 07 4946 6833

Email: info@professionalswhitsundays.com.au

Property Details

Property Address: _____

Suburb: _____ State: _____ Postcode: _____

Rent: \$ _____ Bond: \$ _____

Tenancy Term: _____

Starting On: _____ Ending On: _____

PART 2: Applicant Details

Company Details

Company Name: _____

Trading Name: _____

ABN: _____

Address: _____

Contact Person: _____

Office Phone: _____ Mobile: _____

Email: _____

Number of Staff to occupy the premise: _____

If applicable, number of dependants to occupy the premise: _____

If applicable, number of pets to occupy the premise: _____



Details of Staff to occupy the premises

1. 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

2. 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

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

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: _____ Reason for leaving: _____

Confirming rental agreement in Company Name: ☐ Yes ☐ No

If not, name rental agreement was registered: _____

2. Residential Address: _____

Suburb: _____ State: _____ Postcode: _____

Period of occupancy: _____

Agent/Lessor: _____

Agent/Lessor Phone: _____ Email: _____

Rent Amount: _____ Reason for leaving: _____

Confirming rental agreement in Company Name: ☐ Yes ☐ No

If not, name rental agreement was 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,

- | | | |
|--|------|-------|
| 1. Have never been evicted by an agent/lessor | True | False |
| 2. 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)
If false, please advise what deductions were made from your bond? | True | False |
| <hr/> | | |
| 4. Have no outstanding debt to another agent/lessor?
If false, why are you in debt to your past agent/lessor? | True | False |

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

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.

Signed By the Applicant/s

Name: _____ Signature: _____ Date: _____

Name: _____ Signature: _____ Date: _____

General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008



Part 1 Tenancy details

Item 1.1 Lessor
Name/trading name C: Warapan Pty Ltd T/A Professionals Whitsundays

Address

9/230 Shute Harbour Road, Whitsunday Business Centre

CANNOWALE

QLD

Postcode 4802

1.2 Phone

Mobile

Email

07 4946 6366

info@professionalswhitsundays.com.au

2.1 Tenants

Tenant 1 Full name/s

Phone

Email

Tenant 2 Full name/s

Phone

Email

Tenant 3 Full name/s

Phone

Email

2.2 Address for service (if different from address of the premises in item 5.1) Agent's address

3.1 Agent's address

Full name/trading name Warapan Pty Ltd T/A Professionals Whitsundays

Address

PO Box 1024

CANNOWALE

QLD

Postcode 4802

3.2 Phone

Mobile

Email

07 4946 6366

info@professionalswhitsundays.com.au

Item 4.1 Notices may be given to (indicate if the email is different from item 1.2 or 3.1 above)

4.1 Lessor

Email Yes ☐ No ☒

Facsimile Yes ☐ No ☒

4.2 Tenant/s

Email Yes ☒ No ☐

Facsimile Yes ☐ No ☒

4.3 Agent

Email Yes ☒ No ☐

Facsimile Yes ☒ No ☐

07 4946 6366

Item 5.1 Address of the rental premises

5.2 Inclusions provided, for example furniture, appliances, etc. (if different from item 5.1, list inclusions)

As per Entry Condition Report (and inventory if applicable)

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

6.2 Starting on / /

6.3 Ending on / /



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

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

Item 8 Rent must be paid on the day of each week fortnight month See clause 8(2)

Item 9 Method of rent payment (must be one of the methods listed in clause 8(1))
Bank Deposit / Direct Debit / Electronic Funds Transfer
Details for direct credit
BSB no. 034-207 Early building society/credit union Westpac
Account no. 115652 Account name Warapan Pty Ltd T/A Professionals Whitsundays Trust Acc
Payment reference

Item 10 Place of rent payment (must be one of the methods listed in clause 8(1))
Any Westpac Branch

Item 11 Rental bond amount \$ See clause 12

Item 12 The services supplied to the premises for which the tenant must pay See clause 16
Electricity Yes ☐ No ☐ Any other services that a tenant must pay Yes ☐ No ☐
Gas Yes ☐ No ☐ Type See clause 16(1)
Phone Yes ☐ No ☐
12.2 Is the tenant to pay for water supplied to the premises? See clause 17
☐ Yes ☐ No

Item 13 If the premises is not individually metered for a service under item 12.1, the apportionment of the cost of the service for which the tenant must pay. No apportionment of the cost of the service for which the tenant must pay See clause 16(2)
Electricity Any other services listed in item 12.1
Gas Any other services listed in item 12.1
Phone Any other services listed in item 12.1
How services must be paid for (must be one of the methods listed in clause 16(1))
Electricity
Gas
Phone
Any other services listed in item 12.1

Item 14 Number of persons allowed to reside at the premises See clause 25
☐ See clause 25

Item 15 16.1 Are there any body corporate by-laws applicable to the occupation of the premises by a tenant? See clause 26
☐ Yes ☐ No
16.2 Has the tenant been given a copy of the relevant by-laws? See clause 26
☐ Yes ☐ No

Item 16 17.1 Pets approved Yes ☐ No ☐ See clause 24(1)
17.2 The types and number of pets that may be kept See clause 24(2)
Type Number Type Number

Item 18 Nominated repairs (must be one of the methods listed in clause 31)
Electrical repairs Please contact Professionals Whitsundays Phone (07) 4946 6366
Plumbing repairs Please contact Professionals Whitsundays Phone (07) 4946 6366
Other Please contact Professionals Whitsundays Phone (07) 4946 6366

Page 2 of 8 4/15/2016

Part 2 Standard Terms

Division 1 Preliminary

1 Interpretation

- In this agreement -
- (a) a reference to the **premises** includes a reference to any land included in the premises stated in this agreement for item 5.2, and
 - (b) a reference to a numbered section is a reference to the section in the Act with that number and
 - (c) a reference to a numbered item is a reference to the item with that number in part 1, and
 - (d) a reference to a numbered clause is a reference to the clause of the 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 the agreement.
- (3) The lessor and tenant may agree on other terms of the 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.

After - Some tenants of this agreement may also be an off-lease 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 13(2) to 13(4), or
- the tenant does not sign a statement of 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 the agreement for item 1 or 2.
- (2) Each person named in the agreement for item 1 must perform all of the lessor's obligations under the agreement.
- (3) Each person named in the agreement for item 2 must perform all of the tenant's obligations under the agreement.
- (4) If the lessor and tenant are named in the agreement, the lessor and tenant are jointly and severally liable for the obligations of the lessor and tenant.

Division 2 Period of tenancy

4 Start of tenancy

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

5 Entry condition report - s 65

- (1) The lessor must prepare, in the approved form, sign and give the tenant 1 copy of a condition report for the premises.
- (2) The copy must be given to the tenant on or before the day the tenant occupies the premises under the 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 less than 3 days after the day 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.
- After - A 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 notice is 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 27(1);
- (v) a written agreement between the lessor and tenant to end the agreement.
- (2) This agreement, other than a term about the agreement's term, continues to apply after the end day as if it were a periodic agreement.
- After - For more information about termination and 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 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 ending the premises.
- After - For more information about termination under the Act, see section 36 and the information statement. Under section 36, 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

- (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 the agreement by -
- (i) the lessor or tenant, or
- (ii) the other party agreeing to the proposal in writing, or
- (c) if there is no way stated in the agreement for item 9 or no way agreed after the signing of the agreement - in an appropriate way under section 53(4).

After - If the way used to be paid is another way agreed to by the lessor and tenant under section 53(4)(b), the lessor or the lessor's agent must comply with the obligations under section 8(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 the 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 rent
- the lessor's agent's office

9 Rent in advance - s 87

- (1) 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.
- After - Under section 87(2), the lessor or the lessor's agent must require a payment of rent under this agreement in a period for which rent has already been paid.*

10 Rent increases - ss 91 and 93

- (1) If the lessor proposes to increase the rent, the lessor must give notice of the proposal to the tenant.
- (2) The notice must state the amount of the increased rent and the day from when it is payable.
- (3) The day stated must not be earlier than the later of the following -
- (a) 2 months after the notice is given;
- (b) 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 the agreement is taken to be amended accordingly.
- (5) However, if the 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.

11 Application to tribunal about excessive increase - s 92

- (1) If a notice of proposed rent increase is given and the tenant considers the increase to be excessive, the tenant may apply to a tribunal for an order stating a notice of reduction of 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.

After - 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 1, 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 as a scaled bond amount;
- (b) if a special term requires the bond to be paid by instalments or rollovers; or
- (c) otherwise - when the tenant signs this agreement.

After - 1. If a rental bond is required, the tenant must sign this agreement, and the rental bond must be paid.

(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 referred to as the **rental bond**.

Example - The lessor may claim a separate bond if the tenant does not have their own money to pay the bond. The lessor must give the tenant a notice in the approved form about the bond, and the bond must be paid to the authority.

14 Increase in bond - s 154

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

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

Division 5 Outgoings

15 Outgoings - s 163

- (1) The lessor must pay all charges, taxes, premiums, rates or taxes for the premises, other than a service charge.
- Examples -*
- body corporate fees, service charges, rates, savings charges, environmental fees, land tax
- (2) This clause does not apply if -
- (a) the lessor is the State; and
- (b) rent is not payable under the agreement.
- (3) If rent is an entity receiving financial or other assistance from the State to supply rent of accommodation to persons, the State is to supply rent of accommodation to persons.

16 General service charges - ss 164 and 165

- (1) The tenant must pay a service charge other than a water service charge for a service supplied to the premises, if the tenant is an entity receiving financial or other assistance from the State to supply rent of accommodation to persons.
- (2) The service charge is payable by the tenant only if the rent is increased under this clause.
- (3) The service charge is payable by the tenant only if the rent is increased under this clause.
- (4) The service charge is payable by the tenant only if the rent is increased under this clause.
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- (100) The service charge is payable by the tenant only if the rent is increased under this clause.

17 Water service charges - ss 164 and 165W

- (1) The tenant must pay an amount for the water consumption charges for the premises -
- (a) the tenant is employed 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.

After - A water consumption charge does not include the amount of a water service charge that is a fee charged 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 4, during the period, the premises are not water efficient for section 165.

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

- (4) In deciding what is a reasonable quantity of water for subclause (3), a report must be had to the matters mentioned in section 165(4)(a) to (c).
- (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 meaning 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.

After - 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 mediation. 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 18(1)

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, when entering into the agreement, the lessor must ensure the premises are occupied reasonably to have been about it.

Examples of possible legal impediments:

- if there is a mortgage over the premises, the lessor must ensure that the mortgagee has agreed to the premises being used as a residence for the term of the tenancy; and
- the premises must be occupied reasonably to have been about it.

19 Vacant possession and quiet enjoyment - ss 18(2) and 18(3)

(1) The lessor must ensure the tenant has vacant possession of the premises for the term of the tenancy, when entering into the agreement, the lessor must ensure the premises are occupied reasonably to have been about it.

(2) The lessor must ensure the tenant has quiet enjoyment of the premises for the term of the tenancy, when entering into the agreement, the lessor must ensure the premises are occupied reasonably to have been about it.

20 Lessor's right to enter the premises - ss 19(2)-19(3)

The lessor or the lessor's agent may enter the premises during the term of the tenancy only if the obligation under sections 19(2) to 19(3) has been complied with.

21 Tenant's use of premises - ss 10 and 18(4)

(1) The tenant must use the premises only as a place of residence for the term of the tenancy, when entering into the agreement, the lessor must ensure the premises are occupied reasonably to have been about it.

22 Units and townhouses - s 66

(1) The lessor must give the tenant a copy of any body corporate by which the body corporate and community lot is managed, and the lessor must ensure the premises are occupied reasonably to have been about it.

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

(1) The tenant may keep pets on the premises only if the agreement states for item 17.1 that pets are approved.

(2) If the agreement states for item 17.1 that pets are approved, the agreement states for item 17.2 that only:

- (a) a particular type of pet may be kept, only that type may be kept; or
- (b) a particular number of pets may be kept, only that number may be kept; or
- (c) a particular number of a particular type of pet may be kept, only that number of that type may be kept.

Subdivision 2 Standard of premises

25 Lessor's obligations - s 18(5)

(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 a breach of a law dealing with health, safety or safety of persons using or entering the premises.

(2) While the lessor is responsible, the lessor must ensure the premises are in a way that the premises remain fit for the tenant to live in, and

(3) The lessor must ensure the premises are in a way that the premises remain fit for the tenant to live in, and

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General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008

31 Nominated repairer for emergency repairs - s 21(6)

(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 21(7)

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

(2) If the tenant does not know the premises have been damaged, the tenant must give notice as soon as practicable of the damage 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, the lessor.

(4) If there is no nominated repairer for the repairs, the lessor must ensure the premises are in a way that the premises remain fit for the tenant to live in, and

(5) If there is no nominated repairer for the repairs, the lessor must ensure the premises are in a way that the premises remain fit for the tenant to live in, and

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(34) If there is no nominated repairer for the repairs, the lessor must ensure the premises are in a way that the premises remain fit for the tenant to live in, and

- (b) the tenant gives a notice to leave the premises to the landlord and the tenant hands over vacant possession of the premises to the landlord on or after the handover day, or
- (c) the tenant gives a notice of intention to leave the premises to the landlord on or after the handover day, or
- (d) a tribunal makes an order terminating the 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 a notice to leave or a notice of intention to leave may be given to a tenant, see the information statement.
- (2) Also, if a sole tenant dies, the agreement terminates in accordance with section 27(7) or (8).
- Note:* See the information statement for details.

37 Condition premises must be left in - s 18(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 fair wear and tear:*
- wear that happens during normal use
 - changes that happen through ageing

38 Keys

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

39 Tenant's forwarding address - s 20(2)

- (1) When handing over possession of the premises, the tenant must, if the landlord or the tenant's agent asks the tenant in writing to do so, give the landlord or the tenant's agent a forwarding address for the tenant's new residential address. The tenant must give the forwarding address (1) does not apply if the tenant has a reasonable excuse for not giving the forwarding address.

40 Exit condition report - s 66

- (1) As soon as practicable after the agreement ends, the tenant must, if the landlord or the tenant's agent asks the tenant in writing to do so, give the landlord or the tenant's agent a copy of the exit condition report. The tenant must give the exit condition report to the landlord or the tenant's agent.
- Note:* The exit condition report is a report that the tenant must give to the landlord or the tenant's agent. The report must contain the following information:
- (a) the name and address of the tenant or the tenant's agent
 - (b) the name and address of the landlord or the tenant's agent
 - (c) the date when the tenant or the tenant's agent gave the report to the landlord or the tenant's agent
 - (d) the date when the tenant or the tenant's agent gave the report to the landlord or the tenant's agent
 - (e) the date when the tenant or the tenant's agent gave the report to the landlord or the tenant's agent
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 - (o) the date when the tenant or the tenant's agent gave the report to the landlord or the tenant's agent
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 - (x) the date when the tenant or the tenant's agent gave the report to the landlord or the tenant's agent
 - (y) the date when the tenant or the tenant's agent gave the report to the landlord or the tenant's agent
 - (z) the date when the tenant or the tenant's agent gave the report to the landlord or the tenant's agent

- (2) The landlord or the tenant's agent must, within 3 business days after receiving a copy of the report -

- (a) sign the copy, and
- (b) if the landlord or agent does not agree with the report - show the parts of the report in an appropriate way, and
- (c) if the tenant has given a forwarding address to the landlord or agent - make a copy of the report and return it to the tenant at the address.

- (3) The landlord or agent must keep a copy of the condition report signed by both parties for at least 1 year after the 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 landlord may not treat belongings left behind as the tenant's own property, but must deal with them under sections 363 and 364.
- Note:* For details of the tenant's obligations under sections 363 and 364, see the information statement. They may include an obligation to store goods and may allow the tenant to sell goods and pay the net sale proceeds (after storage and selling costs) to the public trustee.

Division 9 Miscellaneous

42 Supply of goods and services - s 171

- (1) The landlord or the tenant's agent must not require the tenant to buy goods or services from the landlord or a person nominated by the landlord or agent.
- (2) Subclause (1) does not apply to a requirement about a service charge.
- Note:* Section 164 for what is a service charge.

43 Lessor's agent

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

44 Notices

- (1) A notice under this agreement must be written and it must be an approved form for the notice in the approved form.
- Note:* Download approved forms from the ITRA website at www.itra.org.au.
- (2) A notice from the tenant to the landlord or the tenant's agent must be given to the landlord or the tenant's agent.
- (3) A notice may be given to a party to the agreement or the landlord's agent -
- (a) by delivering it to the party or the agent personally, or
- (b) by placing it in a post box for the party or the agent, or
- (c) by placing it in a post box for the party or the agent, or
- (d) by placing it in a post box for the party or the agent, or
- (e) if a tribunal makes an order for the party or the agent to stand in the landlord's place in any application to a tribunal by the landlord or the tenant, or
- (f) if a tribunal makes an order for the party or the agent to stand in the landlord's place in any application to a tribunal by the landlord or the tenant, or
- (g) if a tribunal makes an order for the party or the agent to stand in the landlord's place in any application to a tribunal by the landlord or the tenant, or
- (h) if a tribunal makes an order for the party or the agent to stand in the landlord's place in any application to a tribunal by the landlord or the tenant, or
- (i) if a tribunal makes an order for the party or the agent to stand in the landlord's place in any application to a tribunal by the landlord or the tenant, or
- (j) if a tribunal makes an order for the party or the agent to stand in the landlord's place in any application to a tribunal by the landlord or the tenant, or
- (k) if a tribunal makes an order for the party or the agent to stand in the landlord's place in any application to a tribunal by the landlord or the tenant, or
- (l) if a tribunal makes an order for the party or the agent to stand in the landlord's place in any application to a tribunal by the landlord or the tenant, or
- (m) if a tribunal makes an order for the party or the agent to stand in the landlord's place in any application to a tribunal by the landlord or the tenant, or
- (n) if a tribunal makes an order for the party or the agent to stand in the landlord's place in any application to a tribunal by the landlord or the tenant, or
- (o) if a tribunal makes an order for the party or the agent to stand in the landlord's place in any application to a tribunal by the landlord or the tenant, or
- (p) if a tribunal makes an order for the party or the agent to stand in the landlord's place in any application to a tribunal by the landlord or the tenant, or
- (q) if a tribunal makes an order for the party or the agent to stand in the landlord's place in any application to a tribunal by the landlord or the tenant, or
- (r) if a tribunal makes an order for the party or the agent to stand in the landlord's place in any application to a tribunal by the landlord or the tenant, or
- (s) if a tribunal makes an order for the party or the agent to stand in the landlord's place in any application to a tribunal by the landlord or the tenant, or
- (t) if a tribunal makes an order for the party or the agent to stand in the landlord's place in any application to a tribunal by the landlord or the tenant, or
- (u) if a tribunal makes an order for the party or the agent to stand in the landlord's place in any application to a tribunal by the landlord or the tenant, or
- (v) if a tribunal makes an order for the party or the agent to stand in the landlord's place in any application to a tribunal by the landlord or the tenant, or
- (w) if a tribunal makes an order for the party or the agent to stand in the landlord's place in any application to a tribunal by the landlord or the tenant, or
- (x) if a tribunal makes an order for the party or the agent to stand in the landlord's place in any application to a tribunal by the landlord or the tenant, or
- (y) if a tribunal makes an order for the party or the agent to stand in the landlord's place in any application to a tribunal by the landlord or the tenant, or
- (z) if a tribunal makes an order for the party or the agent to stand in the landlord's place in any application to a tribunal by the landlord or the tenant, or

Part 3 Special terms

Insert any special terms here and/or attach a separate list if required. See clause 2(1) to 2(5).

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

Please see attached Special Terms and Conditions - "Annexure A".

Names of Approved Occupants:

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

Signature of tenant/agent

Name/Printing name

We agree by Ltd T/A Professionals Whitsundays

Signature

Date

/ /

in the presence of (witness)

Print name

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Witness signature

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Signature of tenant 2

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