



APPLICATION FOR RESIDENTIAL TENANCY



This form needs to be completed in full by each individual applying. 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



Please read the below important information to help you complete your application correctly.

PROPERTY DETAILS – refer to Item 2 (Page 1/4) <ul style="list-style-type: none"> - Please ensure you detail the address of the property you are applying for and the rental amount. If you are offering a lesser/more rent, please indicate this next to the amount. - Please indicate whether you are applying for a 6 or 12-month lease and detail a preferred move in date if you were to be approved.
RENTAL HISTORY – refer to Item 7 (page 2/4) <ul style="list-style-type: none"> - All applicants are required to provide 5 years' worth of rental history. If there is not enough room to complete this on your application, please refer to Annexure A on the following page. - If you provide details of a private rental, please ensure you advise the contact details of the person whom you rented the property through, as we will need to contact them for a reference. - If you list that you receive accommodation through work, please ensure you advise contact details for someone within your company who can confirm this. - Please ensure you provide details into the period of occupancy, rental amount and reason for leaving.
EMPLOYMENT DETAILS – refer to Item 8 (page 2/4) <ul style="list-style-type: none"> - Please ensure you provide details of your occupation and contact details of your employer ie. Address, Contact Number & Email. - Please advise your WEEKLY NETT INCOME - If you are new to the Whitsundays, please provide information into the employment you have secured in the area rather than your previous employment. As you may not have received payslips, please attach a copy of your Employment Contract or Letter of Offer.
PERSONAL REFERENCES & REPRESENTATIVES – refer to Item 11 & 12 (page 3/4) <p>PERSONAL REFERENCES:</p> <ul style="list-style-type: none"> - Please ensure personal references listed are not relatives, partners or other applicants applying with you. - Please ensure you provide correct & eligible contact details for each reference. - Please advise your personal references that we will be contacting them. If we are not able to contact your reference immediately, it will cause a delay in processing. <p>PERSONAL REPRESENTATIVES (EMERGENCY CONTACT):</p> <ul style="list-style-type: none"> - Cannot be residing at the same property - Have to be within Australia and have an Australian contact number. - Please ensure you detail the correct address for each representative.
PET APPLICATION <ul style="list-style-type: none"> - If you have a pet that you wish to reside at the property, you are required to complete and return a Pet Application Form and provide a photo of your pet.

**** If information is missing on your application form processing will be delayed until such information is provided.**

**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



Application for Residential Tenancy

(One application to be completed per person)

PART 1: RENTAL PROPERTY DETAILS

ITEM 1: AGENT DETAILS

AGENCY NAME:

Warapan Pty Ltd T/A Professionals Whitsundays

ADDRESS: 9/230 Shute Harbour Road

Whitsunday Business Centre

SUBURB: CANNONVALE

STATE: QLD POSTCODE: 4802

PHONE:

07 4946 6366

MOBILE:

0436 476 366

FAX:

07 4946 6833

EMAIL:

info@professionalswhitsundays.com.au

ITEM 2: PROPERTY DETAILS

ADDRESS:

SUBURB:

STATE:

POSTCODE:

Rent: \$ Rent period: weekly / fortnightly / monthly Bond: \$

Tenancy Term: ☐ Fixed term agreement ☐ Periodic agreement

Starting on: Ending on:

PART 2: APPLICANT DETAILS

ITEM 3: CONTACT DETAILS

FULL NAME:

DATE OF BIRTH:

Have you been known by any other name(s)? ☐ Yes ☐ No

If Yes, what other name(s) have you been known by?

WORK PHONE: MOBILE: HOME PHONE: EMAIL:

Driver's Licence/passport number: State:

Number of vehicles: Registration number(s):

ITEM 4: DEPENDANTS

Do you have any dependants? ☐ Yes ☐ No

DEPENDANT FULL NAME(S):

RELATIONSHIP TO APPLICANT:

DEPENDANT DATE OF BIRTH:

ITEM 5: SMOKING

Are you or any of the dependants living with you a smoker? ☐ Yes ☐ No

ITEM 6: PETS

Do you intend to keep pets at the property? ☐ Yes ☐ No Number of pets:

Type of Pet/s: Are your pets registered with a council? ☐ Yes ☐ No

If Yes, please state which council:

INITIALS

ITEM 7: APPLICANTS ADDRESS HISTORY

CURRENT RESIDENTIAL ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PERIOD OF OCCUPANCY: _____

TYPE OF OCCUPANCY:

☐ Rent ☐ Owner ☐ Other: → _____

CURRENT AGENT/LESSOR (If renting): _____

AGENT/LESSOR PHONE: _____

FAX: _____

EMAIL: _____

CURRENT RENT

\$ _____ Rent period: _____ ← weekly / fortnightly / monthly

REASON FOR LEAVING: _____

PREVIOUS RESIDENTIAL ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PERIOD OF OCCUPANCY: _____

TYPE OF OCCUPANCY:

☐ Rent ☐ Owner ☐ Other: → _____

PREVIOUS AGENT/LESSOR: _____

AGENT/LESSOR PHONE: _____

FAX: _____

EMAIL: _____

PREVIOUS RENT:

\$ _____ Rent period: _____ ← weekly / fortnightly / monthly

REASON FOR LEAVING: _____

ITEM 8: EMPLOYMENT DETAILSAre you employed? ☐ Yes ☐ No (if no, please provide details of previous employer, if any)Employment status: ☐ Full time ☐ Part time ☐ Casual ☐ Contract ☐ Self employed

OCCUPATION: _____

NET INCOME (per week)

\$ _____

DATE COMMENCED EMPLOYMENT (approx.) _____

DATE TERMINATED EMPLOYMENT (if any): _____

EMPLOYER/BUSINESS NAME: _____

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: _____ FAX: _____ EMAIL: _____

IF SELF EMPLOYED, ACCOUNTANT'S NAME: _____

PHONE: _____

ITEM 9: CENTRELINK PAYMENTSAre you receiving any regular Centrelink payments? ☐ Yes ☐ No

DESCRIPTION OF PAYMENT(S): _____

TOTAL INCOME (PER WEEK):

\$ _____

DATE PAYMENTS COMMENCED: _____

ITEM 10: STUDENT DETAILSAre you studying full time? ☐ Yes ☐ No

NAME OF EDUCATION INSTITUTION YOU ARE CURRENTLY ATTENDING: _____

STUDENT IDENTIFICATION NUMBER: _____

Are you an overseas student? ☐ Yes ☐ No

If yes, Visa expiry date: _____

INITIALS

Annexure A - Further Rental History

PREVIOUS RESIDENTIAL ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PERIOD OF OCCUPANCY: _____ TYPE OF OCCUPANCY: ☐ Rent ☐ Owner ☐ Other: → _____

PREVIOUS AGENT/LESSOR: _____

AGENT/LESSOR PHONE: _____ FAX: _____ EMAIL: _____

PREVIOUS RENT: \$ _____ Rent period: _____ ← weekly / fortnightly / monthly REASON FOR LEAVING: _____

PREVIOUS RESIDENTIAL ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PERIOD OF OCCUPANCY: _____ TYPE OF OCCUPANCY: ☐ Rent ☐ Owner ☐ Other: → _____

PREVIOUS AGENT/LESSOR: _____

AGENT/LESSOR PHONE: _____ FAX: _____ EMAIL: _____

PREVIOUS RENT: \$ _____ Rent period: _____ ← weekly / fortnightly / monthly REASON FOR LEAVING: _____

PREVIOUS RESIDENTIAL ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PERIOD OF OCCUPANCY: _____ TYPE OF OCCUPANCY: ☐ Rent ☐ Owner ☐ Other: → _____

PREVIOUS AGENT/LESSOR: _____

AGENT/LESSOR PHONE: _____ FAX: _____ EMAIL: _____

PREVIOUS RENT: \$ _____ Rent period: _____ ← weekly / fortnightly / monthly REASON FOR LEAVING: _____

ITEM 11: PERSONAL REFERENCES

Please do not list relatives, another applicant or partners and provide business hours contact numbers.

REFEREE 1:

RELATIONSHIP:

ADDRESS:

PHONE/MOBILE:

SUBURB:

STATE:

POSTCODE:

REFEREE 2:

RELATIONSHIP:

ADDRESS:

PHONE/MOBILE:

SUBURB:

STATE:

POSTCODE:

ITEM 12: PERSONAL REPRESENTATIVE

i.e. preferred person(s) to be contacted in the event of an emergency.

REPRESENTATIVE 1:

RELATIONSHIP:

ADDRESS:

PHONE/MOBILE:

SUBURB:

STATE:

POSTCODE:

REPRESENTATIVE 2:

RELATIONSHIP:

ADDRESS:

PHONE/MOBILE:

SUBURB:

STATE:

POSTCODE:

PART 3: SUPPORTING DOCUMENTS**ITEM 13: IDENTIFICATION**

You are required to meet a 100 point identification criterion upon submission of your application. The Agent/Lessor may photocopy any item and retain as part of your application.

Please tick the identifying documents you have provided with your application.

IMPORTANT: At least one form of Photo Identification MUST be provided.

70 Points

☐ Passport

☐ Full birth certificate

☐ Citizenship certificate

40 Points

☐ Australian Driver's Licence

☐ Student Photo ID

☐ Department of Veterans Affairs card

☐ Centrelink card

☐ Proof of age card

☐ State/Federal Government Photo ID

25 Points

☐ Medicare card

☐ Council rates notice

☐ Motor vehicle registration

☐ Telephone bill

☐ Electricity bill

☐ Gas bill

☐ Tenancy History Ledger

☐ Bank statement

☐ Credit card statement

☐ Last FOUR rent receipts

☐ Rent bond receipt

☐ Previous tenancy agreement

ITEM 14: PROOF OF INCOME

You are also required to supply the Agent/Lessor with proof of your income upon submission of your application.

Employed: Last TWO pay slips.

Self employed: Bank statements, Group Certificate, Tax Return or Accountant's letter.

Not employed: Centrelink statement.

INITIALS

PART 4: DECLARATION

PLEASE DECLARE THE FOLLOWING BY SELECTING EITHER TRUE or FALSE

I, the Applicant

- | | | |
|---|-------------------------------|--------------------------------|
| 1. Have never been evicted by an Agent/Lessor | <input type="checkbox"/> True | <input type="checkbox"/> False |
| 2. Have no known reasons that would affect my ability to pay rent | <input type="checkbox"/> True | <input type="checkbox"/> False |
| 3. Was refunded the rental bond for my last address in full (if applicable) | <input type="checkbox"/> True | <input type="checkbox"/> False |

If false, please advise what deductions were made from your bond?

- | | | |
|--|-------------------------------|--------------------------------|
| 4. Have no outstanding debt to another Agent/Lessor? | <input type="checkbox"/> True | <input type="checkbox"/> False |
|--|-------------------------------|--------------------------------|

If false, why are you in debt to your past Agent/Lessor?

PART 5: TENANCY DATABASES

The Agency may use the following tenancy databases to check the rental history of the Applicant/s:

TICA Group

PART 6: 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. | <input type="checkbox"/> Yes | <input type="checkbox"/> 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. | <input type="checkbox"/> Yes | <input type="checkbox"/> 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. | <input type="checkbox"/> Yes | <input type="checkbox"/> 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. | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 3. Acknowledge and accept that if this application is denied, the Agent is not legally obliged to provide reasons as to why. | <input type="checkbox"/> Yes | <input type="checkbox"/> 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 corporates, contractors, other real estate agents, salespeople and tenancy default databases. | <input type="checkbox"/> Yes | <input type="checkbox"/> 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. | <input type="checkbox"/> Yes | <input type="checkbox"/> 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. | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 7. Acknowledge that I have signed the agency's Privacy Notice and Consent. | <input type="checkbox"/> Yes | <input type="checkbox"/> 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. | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 9. Consent to the use of email and facsimile in accordance with the provisions set out in Chapter 2 of the <i>Electronic Transactions (Queensland) Act 2001 (Qld)</i> and the <i>Electronic Transactions Act 1999 (Cth)</i> . | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 10. Declare that the above information is true & correct and that I have supplied it of my own free will. | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

Name of Applicant: _____

Signature: _____ Date: _____

INITIALS



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 Lessor

1.1 Name/Trading name C. Warapan Pty Ltd T/A Professionals Whitsundays

Address

9020 Shute Harbour Road, Whitsunday Business Centre

CANNONVALE

QLD

Postcode 4802

1.2 Phone

Mobile

Email

(07) 4946 6366 0436 476 366 info@professionalswhitsundays.com.au

Item 2

2.1 Tenant/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) Also a residential address

3.1 Agent See clause 13 Full name/Trading name Warapan Pty Ltd T/A Professionals Whitsundays

Item 3

Address

PO Box 1054

CANNONVALE

QLD

Postcode 4802

3.2 Phone

Mobile

Email

(07) 4946 6366 0436 476 366 info@professionalswhitsundays.com.au

Item 4

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

4.1 Lessor

Email Yes ☐ No ☒

Facsimile Yes ☐ No ☒

4.2 Tenant/s

Email Yes ☒ No ☐

Facsimile Yes ☐ No ☒

4.3 Agent

Email Yes ☒ No ☐

Facsimile Yes ☒ No ☐

(07) 4946 6366

Item 5

5.1 Address of the rental premises

Postcode

5.2 Inclusions provided. For example, furniture, appliances, linen, towels, etc. (See clause 13.1 for more details)

As per Entry Condition Report (and Inventory if applicable).

Item 6

6.1 The term of the agreement is ☐ Fixed term agreement ☐ Periodic agreement

6.2 Starting on / /

6.3 Ending on / /

For information only, for completion of tenancy agreement See clause 13



Level 23, 175 Telford Street | GPO Box 330 Brisbane Q 4001 | 1300 366 311 | itai.qld.gov.au

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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

month See clause 8(1)

Item 9

Method of rent payment. For example, cash, cheque, credit card, direct debit, electronic funds transfer See clause 8(1)

Bank Deposit / Direct Debit / Electronic Funds Transfer

Details for direct credit

BSB no. 034-207

Bank/building society/credit union

Westpac

Account no. 115652

Account name

Warapan Pty Ltd T/A Professionals Whitsundays Trust/Acc

Item 10

Place of rent payment. For example, cash, cheque, credit card, direct debit, electronic funds transfer See clause 8(1)

Any Westpac Branch

Item 11

Rental bond amount \$

See clause 13

Item 12

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

Electricity Yes ☐ No ☐

Any other services that a tenant must pay for. See clause 16

Yes ☐ No ☐

See clause 16(1)

Item 13

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

Yes ☐ No ☐

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. See clause 16(2)

Any other services that a tenant must pay for. See clause 16

Yes ☐ No ☐

Item 14

How services must be paid for. For example, cash, cheque, credit card, direct debit, electronic funds transfer See clause 16(1)

Item 15

Number of persons allowed to reside at the premises

See clause 15

Item 16

16.1 Are there any body corporate by-laws applicable to the occupation of the premises by a tenant?

Yes ☐ No ☐

See clause 16

Item 17

17.2 The types and number of pets that may be kept

See clause 17(2)

Yes ☐ No ☐

Item 18

Notified repairs. For example, plumbing, electrical, gas, etc. See clause 13

Electrical repairs

Plumbing repairs

Other

Please contact Professionals Whitsundays

Phone (07) 4946 6366

Phone (07) 4946 6366

Item 19

19.1 The types and number of pets that may be kept

See clause 19(2)

Yes ☐ No ☐

See clause 19

Item 20

20.1 The types and number of pets that may be kept

See clause 20(2)

Yes ☐ No ☐

See clause 20

Item 21

21.1 The types and number of pets that may be kept

See clause 21(2)

Yes ☐ No ☐

See clause 21

Item 22

22.1 The types and number of pets that may be kept

See clause 22(2)

Yes ☐ No ☐

See clause 22

Item 23

23.1 The types and number of pets that may be kept

See clause 23(2)

Yes ☐ No ☐

See clause 23

Item 24

24.1 The types and number of pets that may be kept

See clause 24(2)

Yes ☐ No ☐

See clause 24

Item 25

25.1 The types and number of pets that may be kept

See clause 25(2)

Yes ☐ No ☐

See clause 25

Item 26

26.1 The types and number of pets that may be kept

See clause 26(2)

Yes ☐ No ☐

See clause 26

Item 27

27.1 The types and number of pets that may be kept

See clause 27(2)

Yes ☐ No ☐

See clause 27

Item 28

28.1 The types and number of pets that may be kept

See clause 28(2)

Yes ☐ No ☐

See clause 28

Item 29

29.1 The types and number of pets that may be kept

See clause 29(2)

Yes ☐ No ☐

See clause 29

Item 30

30.1 The types and number of pets that may be kept

See clause 30(2)

Yes ☐ No ☐

See clause 30

Item 31

31.1 The types and number of pets that may be kept

See clause 31(2)

Yes ☐ No ☐

See clause 31

Item 32

32.1 The types and number of pets that may be kept

See clause 32(2)

Yes ☐ No ☐

See clause 32

Item 33

33.1 The types and number of pets that may be kept

See clause 33(2)

Yes ☐ No ☐

See clause 33

Item 34

34.1 The types and number of pets that may be kept

See clause 34(2)

Yes ☐ No ☐

See clause 34

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Division 6 Rights and obligations concerning the premises during tenancy

Subdivision 1 Occupation and use of premises

18 No legal impediments to occupation - s 181

The lessor must ensure there is no legal impediment to occupation of the premises by the tenant as a residence for the term of the tenancy, and, when entering into the agreement, the lessor must ensure the tenant is aware of any legal impediment to occupation of the premises.

Examples of legal impediments:

- if there is a mortgage over the premises, the lessor must ensure that the mortgagee has agreed to the tenancy, or the mortgagee can start the mortgagee's right to possession under the *Real Estate Act 1925* before the premises can lawfully be occupied;
- the zoning of the land must not prevent the use of a building on the land as a residence.

19 Vacant possession and quiet enjoyment - ss 182 and 183

(1) The lessor must ensure the tenant has vacant possession of the premises (other than a part of the premises that the tenant does not occupy) for the term of the tenancy, and the lessor must ensure the tenant is aware of any legal impediment to occupation of the premises.

Examples of legal impediments:

- if there is a mortgage over the premises, the lessor must ensure that the mortgagee has agreed to the tenancy, or the mortgagee can start the mortgagee's right to possession under the *Real Estate Act 1925* before the premises can lawfully be occupied;
- the zoning of the land must not prevent the use of a building on the land as a residence.

20 Lessor's right to enter the premises - ss 192-193

The lessor or the lessor's agent may enter the premises during the tenancy only if the obligation under sections 192 and 193 has been complied with.

21 Tenant's use of premises - ss 194 and 195

(1) The tenant must use the premises only as a place of residence or for a purpose that is a permitted use of the premises under a specific tenancy.

(2) The tenant must not:

- (a) use the premises for an illegal purpose; or
- (b) cause a nuisance by the use of the premises, or
- (c) use the premises for a purpose that is a permitted use of the premises under a specific tenancy.

(3) The tenant must not:

- (a) allow large amounts of water to escape onto adjoining land;
- (b) interfere with the reasonable peace, comfort or privacy of a neighbour of the tenant; or
- (c) allow another person on the premises to interfere with the reasonable peace, comfort or privacy of a neighbour of the tenant.

22 Units and townhouses - s 69

(1) The lessor must give the tenant a copy of any body corporate by-laws under the *Body Corporate and Community Management Act 1999* or *Strata Titles Act 1985* applicable to:

(a) the occupation of the premises; or

- (b) any common area available for use by the tenant with the premises.

(2) The tenant must comply with the by-laws.

23 Number of occupants allowed

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

24 Pets

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

(2) If the agreement states for item 17.1 that pets are approved, the tenant must ensure the pets are:

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

Subdivision 2 Standard of premises

25 Lessor's obligations - s 185

(1) At the start of the tenancy, the lessor must ensure:

- (a) the premises are fit for the tenant to live in; and
- (b) the premises are in good repair; and
- (c) the lessor is not aware of a law dealing with health or safety of persons using or entering the premises.

(2) While the tenancy continues, the lessor must:

- (a) maintain the premises in a way that the premises remain fit for the tenant to live in; and
- (b) ensure the premises are in good repair; and
- (c) ensure the lessor is not aware of a law dealing with health or safety of persons using or entering the premises.

(3) The lessor must ensure the premises are in good repair, and the lessor must ensure the premises are in good repair.

(4) The lessor must ensure the premises are in good repair, and the lessor must ensure the premises are in good repair.

(5) The lessor must ensure the premises are in good repair, and the lessor must ensure the premises are in good repair.

(6) The lessor must ensure the premises are in good repair, and the lessor must ensure the premises are in good repair.

(7) The lessor must ensure the premises are in good repair, and the lessor must ensure the premises are in good repair.

(8) The lessor must ensure the premises are in good repair, and the lessor must ensure the premises are in good repair.

(9) The lessor must ensure the premises are in good repair, and the lessor must ensure the premises are in good repair.

(10) The lessor must ensure the premises are in good repair, and the lessor must ensure the premises are in good repair.

(11) The lessor must ensure the premises are in good repair, and the lessor must ensure the premises are in good repair.

(12) The lessor must ensure the premises are in good repair, and the lessor must ensure the premises are in good repair.

(13) The lessor must ensure the premises are in good repair, and the lessor must ensure the premises are in good repair.

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(23) The lessor must ensure the premises are in good repair, and the lessor must ensure the premises are in good repair.

(24) The lessor must ensure the premises are in good repair, and the lessor must ensure the premises are in good repair.

(25) The lessor must ensure the premises are in good repair, and the lessor must ensure the premises are in good repair.

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

31 Nominated repairer for emergency repairs - s 216

(1) The lessor must nominate a repairer for emergency repairs of a particular type may be stated either:

(a) in this agreement for item 18, or

- (b) in a notice given by the lessor to the tenant.

(2) The nominated repairer is the tenant's first point of contact for notifying the need for emergency repairs.

32 Notice of damage - s 217

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

(2) If the premises need emergency repairs, the notice must be given to:

- (a) the nominated repairer for the repairer;
- (b) if there is no nominated repairer for the repairer, the lessor.

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

- (a) the nominated repairer for the repairer;
- (b) if there is no nominated repairer for the repairer, the lessor.

(4) The tenant must ensure the premises are in good repair, and the lessor must ensure the premises are in good repair.

(5) The lessor must ensure the premises are in good repair, and the lessor must ensure the premises are in good repair.

(6) The lessor must ensure the premises are in good repair, and the lessor must ensure the premises are in good repair.

(7) The lessor must ensure the premises are in good repair, and the lessor must ensure the premises are in good repair.

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(23) The lessor must ensure the premises are in good repair, and the lessor must ensure the premises are in good repair.

(24) The lessor must ensure the premises are in good repair, and the lessor must ensure the premises are in good repair.

(25) The lessor must ensure the premises are in good repair, and the lessor must ensure the premises are in good repair.

(26) The lessor must ensure the premises are in good repair, and the lessor must ensure the premises are in good repair.

Special Terms continued....

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

49 Liability excluded
The tenant shall be liable for any damage to the premises caused by the tenant or his family, servants, agents, invitees, licensees, or subtenants.

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

medicoo para adite

(d) During the tenancy, the tenant must:

- [illegible]

The genre must.

- (2) Test each sample against the preservatives

(b) A federal agency is official

- [illegible]

10

THE PROBLEM 203 IN THE ACT

- 23 **Portable pool obligations**
- 24 The tenant must:
- 25 (a) Obtain the local's consent for a portable pool, with a provision of a depth of 300mm or greater;
- 26 (b) Where consent is given, the tenant to the extent of their use of a portable pool at the premises of 300mm or greater, provide the local and the agent with details of the type and description of the proposed portable pool;
- 27 Where consent is provided by the local to the tenant for the use of a portable pool at the premises of 300mm or greater, the tenant agrees to:
- 28 (a) Maintain and repair the portable pool at the tenant's own expense;
- 29 (b) In accordance with the *Building Act 1975* obtain, maintain and renew a Pool Safety Certificate for a regulated pool, which includes a requirement for a compliant pool fence and, provide a copy of this Pool Safety Certificate to the local and/or agent;

(c) In carrying out these duties, the

- (3) In accordance with Clause 53(1) and 53(2), where consent is provided by the owner to the tenant for a portable pool of a depth of 300 mm or greater and/or as prescribed by the Building Act 1975, the tenant hereby agrees to indemnify and hold harmless the lessor and agent for any loss, claim, suit or damage, brought, caused or contributed to, directly or indirectly, by the portable pool contacted and maintained by the tenant as required by the Building Act 1975, at the tenant's own expense.