



Queensland

Residential Tenancies and Rooming Accommodation Amendment Regulation (No. 1) 2014

Subordinate Legislation 2014 No. 342

made under the

Residential Tenancies and Rooming Accommodation Act 2008

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1 Short title

This regulation may be cited as the *Residential Tenancies and Rooming Accommodation Amendment Regulation (No. 1) 2014*.

2 Regulation amended

This regulation amends the *Residential Tenancies and Rooming Accommodation Regulation 2009*.

3 Amendment of pt 2, hdg (Standard terms)

Part 2, heading, after ‘terms’—

insert—

and replacement terms

4 Insertion of new pt 2, div 2A

After section 8—

insert—

**Division 2A Community housing
provider tenancy
agreements**

8A Purpose of div 2A

The purpose of this division is to prescribe, for section 527C of the Act, replacement terms for inclusion in a community housing provider tenancy agreement.

**8B Community housing provider tenancy
agreements**

- (1) Schedule 3A, part 2 states the replacement terms for a community housing provider tenancy agreement.

[s 4]

- (2) Schedule 3A, part 1 states the information (also the *tenancy information*) for the replacement terms about a residential tenancy that must be included in a community housing provider tenancy agreement.
- (3) The tenancy information of the community housing provider tenancy agreement is taken to include—
 - (a) the following details, if a notice given under section 527C(5) of the Act includes those details—
 - (i) the lessor as item 1 of the tenancy information;
 - (ii) the lessor's agent as item 3 of the tenancy information;
 - (iii) the rent amount as item 7 of the tenancy information;
 - (iv) the day of payment of rent as item 8 of the tenancy information;
 - (v) the method of payment of rent as item 9 of the tenancy information;
 - (vi) the place of payment of rent as item 10 of the tenancy information;
 - (vii) the payment of services for the premises as item 12 of the tenancy information;
 - (viii) how the services are to be paid as item 14 of the tenancy information; and
 - (b) the details of the tenancy information for a former agreement, other than tenancy information mentioned in paragraph (a).
- (4) In this section—

item, in relation to tenancy information, means a numbered item in schedule 3A, part 1.

former agreement, in relation to a community housing provider tenancy agreement, means the existing State tenancy agreement that is terminated under section 527C(2) of the Act and replaced by the community housing provider tenancy agreement.

5 Amendment of s 11 (Order and numbering of provisions)

- (1) Section 11(1), after ‘standard terms’—

insert—

or replacement terms

- (2) Section 11(4), definition *relevant schedule*—

insert—

(ca) for a community housing provider tenancy agreement—schedule 3A, part 2; or

- (3) Section 11(4), definition *relevant schedule*, paragraphs (ca) and (d)—

renumber as section 11(4), definition *relevant schedule*, paragraphs (d) and (e).

6 Insertion of new pt 6

After section 34—

insert—

Part 6

**Transitional provisions
for Residential
Tenancies and
Rooming
Accommodation
Amendment Regulation
(No. 1) 2014**

**35 Statements, documents, agreements and keys
under existing State tenancy agreements**

- (1) This section applies if—
- (a) in relation to an existing State tenancy agreement—
 - (i) the State has given a statement or document to a tenant; or
 - (ii) the State has entered into an agreement with a tenant, other than a repayment agreement; or
 - (iii) the State has supplied locks and keys for the premises to a tenant; and

Examples for paragraph (a)—

- 1 an agreement about fixtures under clause 25 of an existing State tenancy agreement
 - 2 a copy of a body corporate by-laws under the *Body Corporate and Community Management Act 1997* given for a townhouse under clause 20 of an existing State tenancy agreement
- (b) the replacement lessor for the existing State tenancy agreement has given a notice to the State under section 527C of the Act.
- (2) The statement, document or agreement is taken to be a statement, document or agreement for the purposes of the community housing provider tenancy agreement.

(3) The replacement lessor is taken to have supplied locks and keys for the premises to the tenant.

(4) In this section—

repayment agreement, in relation to an existing State tenancy agreement, means a written agreement entered into by the tenant and the State under the existing State tenancy agreement as a result of noncompliance with a housing assistance agreement.

36 Entry condition reports under existing State tenancy agreements

(1) This section applies if—

- (a) there is an entry condition report for an existing State tenancy agreement; and
- (b) the replacement lessor for the existing State tenancy agreement has given a notice to the State under section 527C of the Act.

(2) The entry condition report is taken to be the entry condition report for the community housing provider tenancy agreement and binds the parties to that agreement.

37 No requirement for exit condition reports or supply of keys under existing State tenancy agreements

(1) This section applies if a replacement lessor for an existing State tenancy agreement has given a notice to the State under section 527C of the Act.

(2) Despite the termination of the existing State tenancy agreement—

- (a) the tenant is not required to return to the lessor all keys under clause 36 of the existing State tenancy agreement; and

[s 7]

- (b) the tenant is not required to prepare an exit condition report for the premises under clause 38 of the existing State tenancy agreement.

38 Rent paid in advance under existing State tenancy agreements

- (1) This section applies if, in relation to an existing State tenancy agreement—
 - (a) the replacement lessor has given a notice to the State under section 527C of the Act; and
 - (b) the tenant has paid the State an amount for rent in advance that relates to a period after the date stated in the notice.
- (2) The rent relating to the period after the date stated in the notice must be paid by the State to the replacement lessor.
- (3) The amount paid by the State to the replacement lessor is taken to be a payment of rent in advance by the tenant under the community housing provider tenancy agreement.

7 Insertion of new sch 3A

After schedule 3—

insert—

Schedule 3A Replacement terms for community housing provider tenancy agreements

section 8B

Part 1 Tenancy details

Item

1 Lessor

- 1.1 Lessor's name and address for service.
- 1.2 Any other contact details for the lessor.

Note—

Item 1.2 is optional.

2 Tenant

- 2.1 Tenant's name.
- 2.2 Any address for service or other contact details for the tenant.

Note—

Item 2.2 is optional. See clause 41.

3 Lessor's agent

- 3.1 If the lessor has an agent, the agent's name and address for service.
- 3.2 Any other contact details for the agent.

Note—

Item 3.2 is optional.

4 Service of notices by email or facsimile

- 4.1 Whether a notice may be given to the lessor by email or facsimile.
- 4.2 Whether a notice may be given to the tenant by email or facsimile.
- 4.3 Whether a notice may be given to the lessor's agent by email or facsimile.

5 Premises

- 5.1 The address of the premises.
- 5.2 Any inclusions for the premises.

Examples of inclusions—

furniture or other household goods let with the premises

6 Term of agreement

- 6.1 Whether the agreement is a fixed term agreement or a periodic agreement.
- 6.2 The day the agreement starts.
- 6.3 If the agreement is a fixed term agreement, the day the agreement finishes.

7 Rent—amount

The rent amount and whether it must be paid weekly, fortnightly or monthly.

Note—

See clause 7.

8 Rent—day of payment

The day of each week, fortnight or month on which the rent must be paid.

Note—

See clause 8(1).

9 Rent—method of payment

The way the rent must be paid.

Note—

Item 9 is optional. See clause 8(2).

10 Rent—place of payment

Where the rent must be paid.

Note—

Item 10 is optional. See clause 8(3) to (5).

11 Rental bond

The amount of any rental bond.

Note—

See clause 10.

12 Services

- 12.1 Any services supplied to the premises, other than water, for which the tenant must pay.

Examples of services—

electricity and gas

Note—

See clause 13.

- 12.2 Whether the tenant must pay for water supplied to the premises.

Note—

See clause 14.

13 Apportionment of charges

For each service listed for item 12.1, other than a service for which the premises are individually metered, the apportionment of the cost of the service that the tenant must pay.

Example of how an apportionment might be worked out—

The tenant must pay a percentage of the total charge.

Note—

See clause 13(1)(c).

14 How services must be paid for

For each service listed for item 12.1, how the tenant must pay for the service.

Note—

See clause 13(1)(d).

15 Number of occupants

The number of persons allowed to reside at the premises.

Note—

See clause 20.

16 Body corporate by-laws

- 16.1 Whether body corporate by-laws apply to the tenant's occupation of the premises.
- 16.2 Whether the tenant has been given a copy of the relevant by-laws.

Note—

See clause 19.

17 Pets

- 17.1 Whether pets are approved.

Note—

See clause 21(1).

17.2 The types and numbers of pets that may be kept.

Note—

See clause 21(2).

18 Nominated repairers

The name and telephone number of the lessor's nominated repairer for the following—

- (a) electrical repairs;
- (b) plumbing repairs;
- (c) other repairs.

Note—

Item 18 is optional. See clause 28.

Part 2 Replacement terms

Division 1 Preliminary

1 Interpretation

In this agreement—

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

- (d) a reference to a numbered clause is a reference to the clause of this agreement with that number.

2 Terms of a community housing provider tenancy agreement

- (1) This part states under the *Residential Tenancies and Rooming Accommodation Act 2008* (the *Act*), section 527C the replacement terms of a community housing provider tenancy agreement.
- (2) The Act also imposes duties on, and gives entitlements to, the lessor and tenant that are taken to be included as terms of this agreement.
- (3) A duty or entitlement under the Act overrides a replacement term if the term is inconsistent with the duty or entitlement.

Note—

Some breaches of this agreement may also be an offence under the Act, for example, if—

- the lessor or the lessor’s agent enters the premises in contravention of the rules of entry under sections 192 to 199; or
- the tenant does not sign and return the condition report to the lessor or the lessor’s agent under section 66.

3 More than 1 lessor or tenant

- (1) This clause applies if more than 1 person is named in this agreement for item 1 or 2.
- (2) Each lessor named in this agreement for item 1 must perform all of the lessor’s obligations under this agreement.
- (3) Each tenant named in this agreement for item 2—
 - (a) holds their interest in the tenancy as a joint tenant; and

- (b) must perform all the tenant's obligations under this agreement; and
 - (c) is liable to pay the full amount of rent or other amounts owing from the tenant to the lessor under this agreement; and
 - (d) if a debt arises from any breach of this agreement, may be required to pay the full amount owing to the lessor and not just a part of the debt.
- (4) By entering into this agreement as a joint tenant with another person, each tenant expressly authorises every other tenant to sign and give to the lessor any notice affecting their interest in the tenancy, and the lessor may accept and act on the notice as if it had been signed by all tenants without further enquiry.
- (5) However, a notice of intention to leave will not be accepted by the lessor if it is not signed by all tenants unless the notice is accompanied by a statutory declaration from the person signing the notice certifying—
- (a) all reasonable efforts have been made to seek and obtain a notice from all other tenants; and
 - (b) all persons named as joint tenants who have not signed the notice have vacated the premises.

Division 2 Period of tenancy

4 Start of tenancy

The day the tenancy under this agreement starts is the day stated in the notice given under section 527C(1) for the purposes of this agreement.

5 Continuation of a fixed term agreement—s 70

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

Note—

For more information about the notices, see the information statement.

6 Costs apply to early ending of fixed term agreement

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

Note—

For when the tenant may terminate early under the Act, see clause 33 and the information statement. Under section 362, the lessor has a general duty to mitigate (avoid or reduce) the costs.

Division 3 Rent

7 Amount

- (1) The amount of rent for this agreement is the amount stated in the notice given under section 527C(5) for the purposes of this agreement.
- (2) The amount must be no more than the maximum amount under the social housing rent policy.
- (3) Subclause (4) applies if, during the tenancy, the lessor reasonably believes that—
 - (a) the housing service information given by the tenant is false or misleading in a material particular; or
 - (b) the housing service information given by the tenant has changed.
- (4) The lessor may review the amount payable under this agreement and change the amount to another amount calculated under the social housing rent policy.
- (5) If under subclause (4) the lessor changes the amount, the lessor must, as soon as practicable, give the tenant a written notice stating the new amount and when it takes effect.
- (6) In this clause—

social housing rent policy means a written departmental policy available for inspection, free of charge, by a tenant to whom the policy relates.

Editor's note—

The social housing rent policy is available on the department's website at www.hpw.qld.gov.au.

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

- (1) The rent must be paid at the times stated in this agreement for item 8.
- (2) The rent must be paid—
 - (a) in the way stated in this agreement for item 9; or
 - (b) if there is no way stated in this agreement for item 9 or no way agreed after the start of this agreement—in an approved way under section 83(4).

Note—

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

- (3) The rent must be paid at the place stated in this agreement for item 10.
- (4) However, if, after the start 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.
- (5) If no place is stated in this agreement for item 10 and there is no notice stating a place, the rent must be paid at an appropriate place.

Examples of an appropriate place—

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

9 Rent in advance—s 87

The lessor may require the tenant to pay rent in advance only if the payment is no more than—

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

Note—

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

Division 4 Rental bond

10 Rental bond required—ss 111 and 116

- (1) The lessor or the lessor's agent may give the tenant a notice stating—
 - (a) the rental bond amount for this agreement; and
 - (b) whether the bond is to be paid by instalments.
- (2) The tenant must pay to the lessor or the lessor's agent the bond—
 - (a) if the bond is to be paid by instalments—by the date stated in the notice for each instalment; or
 - (b) otherwise—within 28 days of receiving the notice.
- (3) The lessor or the lessor's agent must, within 10 days of receiving the following, pay the bond to the authority and give the authority a notice, in the approved form, about the bond—
 - (a) if the bond is to be paid by instalments—the last instalment of the bond; or
 - (b) otherwise—the bond.
- (4) The bond is intended to be available to financially protect the lessor if the tenant breaches this agreement.

Example—

[s 7]

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

Note—

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

11 Increase in bond—s 154

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

12 Outgoings—s 163

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

Examples—

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

13 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 during the tenancy if—
 - (a) the tenant enjoys or shares the benefit of the service; and
 - (b) the service is stated in this agreement for item 12.1; and
 - (c) either—
 - (i) the premises are individually metered for the service; or
 - (ii) this agreement states for item 13 how the tenant's apportionment of the cost of the service is to be worked out; and
 - (d) this agreement states for item 14 how the charge may be recovered by the lessor from the tenant.
- (2) If subclause (1) does not apply to this agreement, the lessor may give the tenant a written notice stating—
 - (a) for item 12.1, a service, other than a water service, is a service supplied to the premises for which the tenant must pay; and
 - (b) for item 13, if the premises are not individually metered for a service mentioned in paragraph (a)—the apportionment cost of the service for which the tenant must pay; and
 - (c) for item 14, how the tenant must pay a charge for the service (a *general service charge*).
- (3) The notice—
 - (a) may be given only once for this agreement; and

[s 7]

- (b) must not take effect for at least 28 days from the date the notice is given to the tenant.
- (4) If the notice states a date that is less than 28 days from the date the notice is given, the general service charge becomes payable 28 days after the notice is given.
- (5) The tenant must pay the general service charge during the tenancy in accordance with the notice.

Note—

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

14 Water service charges—ss 164 and 166

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

Note—

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

- (2) However, the tenant does not have to pay an amount—
 - (a) that is more than the amount of the water consumption charges payable to the relevant water supplier; or
 - (b) that is a fixed charge for the water service to the premises.

-
- (3) Also, the tenant does not have to pay an amount for a reasonable quantity of water supplied to the premises for a period if, during the period, the premises are not water efficient for section 166.

Note—

For details about water efficiency, see the information statement.

- (4) In deciding what is a reasonable quantity of water for subclause (3), regard must be had to the matters mentioned in section 169(4)(a) to (e).
- (5) The tenant must pay the amount of the charge to the lessor within 1 month of the lessor giving the tenant copies of relevant documents about the incurring of the amount.
- (6) If subclause (1) does not apply to this agreement, the lessor may give the tenant a written notice stating that the tenant must pay for water consumption charges in relation to the premises.
- (7) The tenant must pay the water consumption charge during the tenancy in accordance with the notice.
- (8) Subclauses (2) to (5) apply to a water consumption charge that is payable under the notice given under subclause (6).
- (9) In this clause—

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

Note—

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

Division 6 Rights and obligations concerning the premises during tenancy

Subdivision 1 Occupation and use of premises

15 No legal impediments to occupation—s 181

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

Examples of possible legal impediments—

- a certificate might be required under the *Building Act 1975* before the premises can lawfully be occupied
- the zoning of the land might prevent use of the land as a residence

16 Vacant possession and quiet enjoyment—ss 182 and 183

- (1) The lessor must take reasonable steps to ensure the tenant has quiet enjoyment of the premises.
- (2) The lessor or the lessor's agent must not interfere with the reasonable peace, comfort or privacy of the tenant in using the premises.

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

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

Note—

See the information statement for details.

18 Tenant's use of premises—ss 10 and 184

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

Examples of things that may constitute a nuisance—

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

19 Units and townhouses—s 69

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

20 Number of occupants allowed

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

21 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 this agreement states for item 17.1 that pets 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 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 the premises

22 Lessor's obligations—s 185

- (1) During the tenancy, the lessor must—
 - (a) maintain the premises in a way that the premises remain fit for the tenant to live in; and
 - (b) maintain the premises in good repair; and
 - (c) ensure the lessor is not in breach of a law dealing with issues about the health or safety of persons using or entering the premises; and
 - (d) keep any common area included in the premises clean.

Note—

For details about the maintenance, see the information statement.

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

former agreement, in relation to this agreement, means the existing State tenancy agreement terminated and replaced by this agreement under section 527C.

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

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

23 Tenant's obligations—s 188(2) and (3)

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

start of the tenancy, in relation to the premises, means the start of the tenancy under the existing State tenancy agreement that was terminated and replaced under section 527C by this agreement.

Subdivision 3 The dwelling

24 Fixtures or structural changes—ss 207–209

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

Note—

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

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

Examples of terms—

- that the tenant may remove the fixture
 - that the tenant must repair damage caused when removing the fixture
 - that the lessor must pay for the fixture if the tenant can not remove it
- (3) If the lessor does agree, the tenant must comply with the terms of the lessor's agreement.
 - (4) The lessor must not act unreasonably in failing to agree.
 - (5) If the tenant attaches a fixture (other than a fixture mentioned in subclause 6), or makes a structural change, to the premises without the lessor's agreement, the lessor may—

- (a) take action for a breach of a term of this agreement; or
 - (b) waive the breach (that is, not take action for the breach) and treat the fixture or change as an improvement to the premises (that is, treat it as not belonging to the tenant and not having to pay the tenant for it).
- (6) However, if the tenant attached a fixture and the former lessor waived the breach under an existing State tenancy agreement that was terminated and replaced by this agreement under section 527C, the fixture is taken to be belonging to the tenant.

25 Supply of locks and keys—s 210

- (1) The lessor must supply and maintain all locks necessary to ensure the premises are reasonably secure.
- (2) The lessor must give the tenant, or if there is more than 1 tenant, 1 of the tenants, a key for each lock that—
 - (a) secures an entry to the premises; or
 - (b) secures a road or other place normally used to gain access to, or leave, the area or building in which the premises are situated; or
 - (c) is part of the premises.
- (3) If there is more than 1 tenant, the lessor must give the other tenants a key for the locks mentioned in subclause (2)(a) and (b).
- (4) The tenant must, if requested by the lessor, give the lessor a key for a lock mentioned in subclause (2)(a) and (b) for the purpose of copying the key.
- (5) The lessor must return the key as soon as possible but no later than 5.00pm on the same day it is

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given to the lessor, unless otherwise agreed between the lessor and the tenant.

26 Changing locks—ss 211 and 212

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

Example of a reasonable excuse—

an emergency requiring the lock to be changed quickly

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

Subdivision 4 Damage and repairs

27 Meaning of emergency and routine repairs—ss 214 and 215

- (1) *Emergency repairs* are works needed to repair any of the following—
 - (a) a burst water service or serious water service leak;
 - (b) a blocked or broken lavatory system;
 - (c) a serious roof leak;

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

28 Nominated repairer for emergency repairs—s 216

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

29 Notice of damage—s 217

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

30 Emergency repairs arranged by tenant—ss 218 and 219

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

Note—

For how the tenant may require reimbursement for the repairs, see sections 219(2) and (3) and 220 and the information statement.

Division 7 Restrictions on transfer or subletting by tenant

31 Lessor's agreement required—s 237

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 to the transfer or subletting.

32 Expenses that lessor may claim—s 240

The lessor or the lessor's agent must not require the tenant to pay, or accept from the tenant, an amount for the lessor's agreement to a transfer or subletting by the tenant, other than an amount for the reasonable expenses incurred by the lessor in agreeing to the transfer or subletting.

Division 8 When agreement ends

33 Ending of agreement—s 277

- (1) This agreement ends only if—
 - (a) the tenant and the lessor agree in writing; or
 - (b) the lessor gives a notice to leave the premises to the tenant and the tenant hands over vacant possession of the premises to the lessor on or after the handover day; or
 - (c) the tenant gives a notice of intention to leave the premises to the lessor and hands over vacant possession of the premises to the lessor on or after the handover day; or
 - (d) a tribunal makes an order terminating this agreement; or
 - (e) the tenant abandons the premises; or

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- (f) after receiving a notice from a mortgagee under section 317, the tenant vacates, or is removed from, the premises.

Note—

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

- (2) Also, if a sole tenant dies, this agreement terminates in accordance with section 277(7) or (8).

Note—

See information statement for details.

34 Condition premises must be left in—s 188(4)

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

Examples of what may be fair wear and tear—

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

- (2) In this clause—

start of the tenancy, in relation to the premises, means the start of the tenancy under the existing State tenancy agreement that was terminated and replaced under section 527C by this agreement.

35 Keys

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

36 Tenant's forwarding address—s 205(2)

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

37 Exit condition report—s 66

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

Example of what might be as soon as practicable—

when the tenant returns the keys to the premises to the lessor or the lessor's agent

Note—

For the approved form for the condition report, see the information statement. The report may be very important in deciding who is entitled to a refund of the rental bond if there is a dispute about the condition of the premises.

- (2) The lessor or the lessor's agent must, within 3 business days after receiving the copy of the report—
 - (a) sign the copy; and
 - (b) if the lessor or agent does not agree with the report—show the parts of the report the lessor or agent disagrees with by marking the copy in an appropriate way; and
 - (c) if the tenant has given a forwarding address to the lessor or agent—make a copy of the

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report and return it to the tenant at the address.

- (3) The lessor or agent must keep a copy of the condition report signed by both parties for at least 1 year after this agreement ends.

38 Goods or documents left behind on premises—ss 363 and 364

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

Note—

For details of the lessor's obligations under sections 363 and 364, see the information statement. They may include an obligation to store goods and may allow the lessor to sell goods and pay the net sale proceeds (after storage and selling costs) to the public trustee.

Division 9 Miscellaneous

39 Supply of goods and services—s 171

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

Note—

See section 164 for what is a service charge.

40 Lessor's agent

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

41 Notices

- (1) A notice under this agreement must be written and, if there is an approved form for the notice, in the approved form.

Note—

See the information statement for a list of the approved forms.

- (2) A notice from the tenant to the lessor may be given to the lessor's agent.
- (3) A notice may be given to a party to this agreement or the lessor's agent—
 - (a) by giving it to the party or agent personally; or
 - (b) if an address for service for the party or agent is stated in this agreement for item 1, 2 or 3—by leaving it at the address or sending it by prepaid post as a letter to the address; or
 - (c) if a facsimile number for the party or agent is stated in this agreement for item 1, 2 or 3 and item 4 indicates that a notice may be given by facsimile—by sending it by facsimile to the facsimile number in accordance with the *Electronic Transactions (Queensland) Act 2001*; or

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

- (c) a notice sent by facsimile is taken to have been received at the place where the facsimile was sent when the sender's facsimile machine produces a transmission report indicating all pages of the notice have been successfully sent; and
- (d) a notice sent by email is taken to have been received by the recipient when the email enters the recipient's email server.

42 Eligibility

- (1) The housing service information given by the tenant for a decision by the lessor to provide a housing service (including the type of housing service and the terms on which it is to be provided) must not be false or misleading in a material particular.
- (2) The tenant must give the lessor notice of any change in the housing service information, within 28 days after the change, unless the tenant has a reasonable excuse.
- (3) Unless the tenant has written authority from the lessor to do otherwise, the tenant must not—
 - (a) sublease the premises; or
 - (b) allow the premises to be used as the place of residence by anyone other than the tenant, the tenant's family or other persons approved by the lessor.
- (4) If the premises are a reviewable property under the department's reviewable tenancies policy, the standard social housing eligibility criteria and additional eligibility conditions under the reviewable tenancies policy apply to the premises.
- (5) The lessor must regularly review the tenant's circumstances to determine continued eligibility

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for the reviewable property under the reviewable tenancies policy.

- (6) If the tenant ceases to be eligible to continue to occupy the reviewable property, the tenant may be asked to move to alternative premises as outlined in the social housing eligibility criteria.
- (7) Without limiting section 290, if the tenant refuses an offer of alternative premises under the reviewable tenancies policy, the lessor may issue the tenant with a notice to leave for ending of housing assistance.
- (8) In this clause—

housing service information means—

- (a) information about the identity and income of any person residing in the premises during the tenancy period (being the period while the premises are occupied under this agreement, including any renewal or extension of the agreement), including information about a person who—
 - (i) ceases to be an occupant; or
 - (ii) becomes an occupant; or
- (b) information about the number of persons occupying the premises at a time during the tenancy period.

reviewable tenancies policy means a written departmental policy available for inspection, free of charge, by a tenant to whom the policy relates.

43 Determination of rent

- (1) This clause applies if, during or after the term of this agreement, the lessor decides to recalculate the amount of rent payable by the tenant because—

- (a) the housing service information given by the tenant was false or misleading in a material particular; or
 - (b) the housing service information given by the tenant changed.
- (2) The lessor may give a notice to the tenant stating—
- (a) the ground for the notice under subclause (1); and
 - (b) the amount of the rent payable at the date of the notice; and
 - (c) the total amount owed by the tenant from the date when the correct housing service information applied to the premises to the date of the notice.
- (3) The amount of rent owed under this clause is a debt owing to the lessor that is payable within 7 days of demand by the lessor.

44 Prior housing assistance

- (1) This clause applies if the State and tenant entered into a repayment agreement under an existing State tenancy agreement terminated and replaced by this agreement under section 527C.
- (2) If the tenant does not pay an instalment to the State under the terms of the repayment agreement, the lessor may give a notice to leave under section 290.
- (3) In this clause—
repayment agreement, in relation to an existing State tenancy agreement, means a written agreement entered into by the tenant and the State under the existing State tenancy agreement as a result of noncompliance with a housing assistance agreement.

45 Swimming pools

- (1) Without limiting clause 24, the tenant must not install or place upon the premises any type of swimming pool, other than a portable wading pool, unless the lessor agrees in writing.
- (2) To avoid any doubt, it is declared that clause 24 applies to the agreement about the swimming pool, whether or not the pool is a fixture or a structural change to the premises.
- (3) The tenant must at the tenant's own expense comply with the requirements of any law for the installation, operation, maintenance or use of the swimming pool and the fencing around the swimming pool.
- (4) In this clause—
portable wading pool see the *Building Act 1975*, schedule 2.

46 Tenant obligations for smoke alarms

- (1) This section applies to any smoke alarm installed in the premises.
- (2) The tenant must at the tenant's cost—
 - (a) ensure the smoke alarm is cleaned and tested in the premises at least once every year; and
 - (b) replace the batteries in the smoke alarm in accordance with the information statement given to the tenant by the lessor; and
 - (c) if the tenant becomes aware that the smoke alarm in the premises has failed or is about to fail other than because the battery is spent or almost spent—advise the lessor as soon as practicable; and
 - (d) ensure that electricity supply is and remains connected to the premises at all times during

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the tenancy or any other holding over period; and

- (e) not do anything or fail to do anything which would reduce the effectiveness of the smoke alarm.

Note—

A breach of any obligations of the tenant in this clause may also be an offence under the *Fire and Emergency Services Act 1990* for which the tenant can be liable for a penalty.

8 Amendment of sch 7 (Dictionary)

Schedule 7, definition *tenancy information—*

insert—

- (d) for a community housing provider tenancy agreement, see section 8B(2).

ENDNOTES

- 1 Made by the Governor in Council on 18 December 2014.
- 2 Notified on the Queensland legislation website on 19 December 2014.
- 3 The administering agency is the Department of Housing and Public Works.

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Authorised by the Parliamentary Counsel