



*Residential Tenancies and Rooming Accommodation Act 2008*

# **Residential Tenancies and Rooming Accommodation Regulation 2009**

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Queensland

# Residential Tenancies and Rooming Accommodation Regulation 2009

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# Residential Tenancies and Rooming Accommodation Regulation 2009

## Part 1 Preliminary

### 1 Short title

This regulation may be cited as the *Residential Tenancies and Rooming Accommodation Regulation 2009*.

### 2 Commencement

This regulation commences on 1 July 2009.

### 3 Dictionary

The dictionary in schedule 7 defines particular terms used in this regulation.

## Part 2 Standard terms and replacement terms

### Division 1 Preliminary

#### 4 Application of pt 2

This part does not apply to—

- (a) a residential tenancy agreement for moveable dwelling premises under which the State or a State authority is the lessor; or
- (b) a residential tenancy agreement that is not in writing; or
- (c) a rooming accommodation agreement that is not in writing.

## Division 2                      Residential tenancy agreements

### 5                      Purpose of div 2

The purpose of this division is to prescribe, for section 55 of the Act, standard terms for inclusion in a residential tenancy agreement to which this part applies.

### 6                      General tenancy agreements

- (1) Schedule 1, part 2 states the standard terms for a residential tenancy agreement to which this part applies, other than a residential tenancy agreement—
  - (a) for moveable dwelling premises; or
  - (b) that is a State tenancy agreement.
- (2) A residential tenancy agreement to which the standard terms in schedule 1, part 2 apply is a ***general tenancy agreement***.
- (3) Schedule 1, part 1 states the information (the ***tenancy information***) about a residential tenancy that must be included in a general tenancy agreement, other than a detail identified in the part as optional.

### 7                      Moveable dwelling tenancy agreements

- (1) Schedule 2, part 2 states the standard terms for a residential tenancy agreement for a long tenancy (moveable dwelling) to which this part applies.
- (2) A residential tenancy agreement to which the standard terms in schedule 2, part 2 apply is a ***moveable dwelling tenancy agreement***.
- (3) Schedule 2, part 1 states the information (also the ***tenancy information***) about a residential tenancy that must be included in a moveable dwelling tenancy agreement, other than a detail identified in the part as optional.

## **8 State tenancy agreements**

- (1) Schedule 3, part 2 states the standard terms for a residential tenancy agreement under which—
  - (a) the lessor is chief executive of the department in which the *Housing Act 2003* is administered, acting on behalf of the State; or
  - (b) the lessor is the State and the tenant is an officer or employee of the State.
- (2) A residential tenancy agreement to which the standard terms in schedule 3, part 2 apply is a *State tenancy agreement*.
- (3) Schedule 3, part 1 states the information (also the *tenancy information*) about a residential tenancy that must be included in a State tenancy agreement, other than a detail identified in the part as optional.

## **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.
- (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—

[s 8B]

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- (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.

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## **Division 3                      Rooming accommodation agreements**

### **9                      Purpose of div 3**

The purpose of this division is to prescribe, for section 73 of the Act, standard terms for inclusion in a rooming accommodation agreement.

### **10                     Rooming accommodation agreements**

- (1) Schedule 4, part 2 states the standard terms for a rooming accommodation agreement to which this part applies.
- (2) Schedule 4, part 1 states the information (the *rooming accommodation information*) about rooming accommodation that must be included in a rooming accommodation agreement, other than a detail identified in the part as optional.

## **Division 4                      Other matters**

### **11                     Order and numbering of provisions**

- (1) A document purporting to be a residential tenancy agreement or rooming accommodation agreement is taken not to include the standard terms or replacement terms if—
  - (a) the order in which the standard terms or replacement terms appear in the document is different from the order of the terms as they appear in the relevant schedule for the agreement; or
  - (b) the way the standard terms or replacement terms are numbered is different from the way the terms are numbered in the relevant schedule for the agreement; or
  - (c) the tenancy information or rooming accommodation information for the agreement is not properly included in the document as part 1 of the agreement.

[s 12]

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- (2) However, a subclause in a residential tenancy agreement or rooming accommodation agreement may be numbered using a decimal numbering system instead of a numeric numbering system.

*Example—*

Subclauses 2(1) to (5) of the standard terms of a general tenancy agreement may be numbered as subclauses 2.1 to 2.5.

- (3) If a subclause in a residential tenancy agreement or rooming accommodation agreement is numbered using a decimal numbering system, all consequential numbering changes must be made.

*Example—*

If a moveable dwelling tenancy agreement is numbered using a decimal numbering system, the reference in clause 29.3 of the standard terms of that agreement to ‘subclause (2)(a) and (b)’ must be changed to ‘subclause 29.2(a) and (b)’.

- (4) In this section—

***relevant schedule*** means—

- (a) for a general tenancy agreement—schedule 1, part 2; or
- (b) for a moveable dwelling tenancy agreement—schedule 2, part 2; or
- (c) for a State tenancy agreement—schedule 3, part 2; or
- (d) for a community housing provider tenancy agreement—schedule 3A, part 2; or
- (e) for a rooming accommodation agreement—schedule 4, part 2.

## Part 3 House rules

### 12 Prescribed house rules—Act, s 267(1)

For section 267(1) of the Act, schedule 5 states the house rules prescribed for rental premises.

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## Part 4                      **Approved reasons for listing personal information on a tenancy database**

### Division 1                  **Preliminary**

#### 13            **Purpose of pt 4**

The purpose of this part is to prescribe, for section 459(1)(c) of the Act, the reasons for which personal information about a person (the *relevant tenant*), who was a person named as a tenant in a residential tenancy agreement (the *relevant agreement*) that has ended, may be listed on a tenancy database.

#### 14            **Amount owing for particular approved reasons**

- (1) This section applies to an approved reason stated in division 2 if the reason relates to an amount owed by the relevant tenant.
- (2) The approved reason applies only if the amount owed by the relevant tenant is more than the sum of—
  - (a) the minimum prescribed amount; and
  - (b) the amount stated for a tenancy guarantee, if any, applying to the relevant agreement.
- (3) In this section—

*minimum prescribed amount* means—

  - (a) if the relevant tenant has paid the rental bond amount for the relevant agreement—the amount of the rental bond paid by the relevant tenant; or
  - (b) otherwise—the amount of 1 week of rent under the relevant agreement.

*Note—*

See section 180 of the Act for information about tenancy guarantees.

## **Division 2                      Approved reasons**

### **15            Unpaid rent**

A reason for listing personal information about the relevant tenant on a tenancy database is—

- (a) the lessor under the relevant agreement gave the relevant tenant, under section 280 of the Act, a notice requiring the relevant tenant to remedy a breach of the relevant agreement relating to unpaid rent; and
- (b) the relevant tenant failed to comply with the notice within the allowed remedy period; and
- (c) the relevant tenant owes all or some of the amount to the lessor.

### **16            Amount owing under a conciliation agreement or tribunal order**

A reason for listing personal information about the relevant tenant on a tenancy database is—

- (a) the relevant tenant owes an amount to the lessor under the relevant agreement, arising from the relevant agreement, that the relevant tenant—
  - (i) agreed to pay under a conciliation agreement; or
  - (ii) was ordered to pay by a tribunal; and
- (b) the time for paying the amount, under the conciliation agreement or tribunal order, has passed.

### **17            Amount owing after abandonment**

- (1) A reason for listing personal information about the relevant tenant on a tenancy database is—
  - (a) the relevant tenant abandoned the premises that were occupied under the relevant agreement; and



- (b) the relevant tenant owes an amount, under the relevant agreement, to the lessor under the relevant agreement.
- (2) However, subsection (1) does not apply if the relevant tenant has made an application to a tribunal under section 356 of the Act that has not been finally dealt with.

## **18 Objectionable behaviour**

A reason for listing personal information about the relevant tenant on a tenancy database is that, on an application by the lessor under the relevant agreement, a tribunal has made a termination order for the relevant agreement under section 345 of the Act.

## **19 Repeated breaches**

A reason for listing personal information about the relevant tenant on a tenancy database is that, on an application by the lessor under the relevant agreement, a tribunal has made a termination order for the relevant agreement under section 347 of the Act.

# **Part 5 General provisions**

## **20 Payment under person's direction—Act, s 141(2)**

For section 141(2) of the Act, a person is taken to have contributed to a rental bond if, after making reasonable enquires, the authority is satisfied the person contributed to the rental bond.

## **21 Payments above maximum amount—Act, s 146(3)**

For section 146(3) of the Act, the amount prescribed is—

- (a) for a residential tenancy agreement—\$700; and
- (b) for a rooming accommodation agreement—\$500.

[s 22]

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## 22 Prescribed water efficiency requirements—Act, s 166(8)

- (1) For section 166(8) of the Act, the following water efficiency requirements are prescribed—
  - (a) for toilets—a dual flush toilet with—
    - (i) a maximum water volume of 6.5L for a full flush and 3.5L for a half flush; and
    - (ii) an average flush volume of not more than 4L;
  - (b) for shower heads—a maximum flow rate of 9L a minute;
  - (c) for internal cold water taps installed over a hand basin, kitchen sink or laundry trough—a maximum flow rate of 9L a minute.
- (2) For subsection (1)(a)(ii), the average flush volume of a dual flush toilet is the volume worked out using the following formula—

$$AV = \frac{FF + (4 \times HF)}{5}$$

where—

*AV* means the average flush volume.

*FF* means the volume of water used for a full flush.

*HF* means the volume of water used for a half flush.

*Example—*

A toilet using 6L for a full flush and 3L for a half flush would have an average flush volume of 3.6L.

- (3) In this section—

*maximum flow rate*, for a shower head or tap, means the maximum volume of water that can flow through the shower head or tap as installed.

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*maximum water volume*, for a full or half flush of a dual flush toilet, means the maximum volume of water used for each full or half flush.

**23 Proceedings in which lessor’s agent may stand in lessor’s place—Act, s 206(1)(b)**

For section 206(1)(b) of the Act, any application a lessor or tenant may make to a tribunal is a prescribed proceeding.

**24 Proceedings in which provider’s agent may stand in provider’s place—Act, s 248(1)(b)**

For section 248(1)(b) of the Act, any application a provider or resident may make to a tribunal is a prescribed proceeding.

**25 Prescribed period for repeated breaches—Act, ss 299(1)(e), 315(1)(e), 376(1)(e) and 382(1)(e)**

For sections 299(1)(e), 315(1)(e), 376(1)(e) and 382(1)(e) of the Act, the period prescribed is 12 months.

**26 Prescribed value for goods left on premises—Act, s 363(2)(a)**

For section 363(2)(a) of the Act, the amount prescribed is \$1,500.

**27 Prescribed value for lost property left on premises—Act, s 393(2)(b) and (5)**

- (1) For section 393(2)(b) of the Act, the amount prescribed is \$150.
- (2) For section 393(5) of the Act, the amount prescribed is \$600.

**28 Storage period for goods left on premises—Act, s 363(3)**

For section 363(3) of the Act, the period prescribed is—

[s 29]

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- (a) for a caravan, its contents and other goods used in occupying the caravan—3 months; or
- (b) for other goods—1 month.

**29 Procedures for selling goods by auction—Act, s 363(5)**

- (1) This section prescribes procedures under section 363(5) of the Act for a person selling goods by auction under section 363(4)(a) of the Act.
- (2) The person must give notice of the auction by publishing the notice in a newspaper circulating generally in the area where the goods were abandoned.
- (3) The notice must—
  - (a) describe the goods; and
  - (b) state the day, time and place the auction is to be held.
- (4) The day the auction is to be held must be at least 7 days after the notice is published.

**30 When a person is related to a director—Act, s 478(1)(a)**

For section 478(1)(a) of the Act, a person is related to a director if any of the following applies—

- (a) the person is, or has been, the director's spouse;
- (b) the person is the director's child and is entirely or substantially dependent on the director;
- (c) the person is entirely or substantially dependent on the director and the person's affairs are so closely connected with the affairs of the director that a benefit derived by the person, or a substantial part of it, could pass to the director;
- (d) the director is entirely or substantially dependent on the person and the director's affairs are so closely connected with the affairs of the person that a benefit derived by the director, or a substantial part of it, could pass to the person.

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**31 When a director is related to a person—Act, s 478(3)**

For section 478(3) of the Act, a director is related to a person if any of the following applies—

- (a) the director is, or has been, the person's spouse;
- (b) the person is the director's child and is entirely or substantially dependent on the director;
- (c) the person is entirely or substantially dependent on the director and the person's affairs are so closely connected with the affairs of the director that a benefit derived by the person, or a substantial part of it, could pass to the director;
- (d) the director is entirely or substantially dependent on the person and the director's affairs are so closely connected with the affairs of the person that a benefit derived by the director, or a substantial part of it, could pass to the person.

**32 When a person is related to an employee—Act, s 518(1)(a)**

For section 518(1)(a) of the Act, a person is related to an employee if any of the following applies—

- (a) the person is, or has been, the employee's spouse;
- (b) the person is the employee's child and is entirely or substantially dependent on the employee;
- (c) the person is entirely or substantially dependent on the employee and the person's affairs are so closely connected with the affairs of the employee that a benefit derived by the person, or a substantial part of it, could pass to the employee.

**33 Prescribed days for certain provisions—Act, ss 544(2), 547(1) and 548(2)**

- (1) For section 544(2) of the Act, the day prescribed is 1 July 2010.

- (2) For section 547(1) of the Act, the day prescribed is 1 July 2010.
- (3) For section 548(2) of the Act, the day prescribed is 1 January 2010.

### **34 Fees**

The fees payable under the Act are in schedule 6.

## **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)—*

an agreement about fixtures under clause 25 of an existing State tenancy agreement

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
- (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.



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# Schedule 1      General tenancy agreements

section 6

## 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 44.

#### 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 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 8(1).

#### **8 Rent—day of payment**

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

*Note—*

See clause 8(2).

**9 Rent—method of payment**

The way the rent must be paid.

*Note—*

Item 9 is optional. See clause 8(3).

**10 Rent—place of payment**

Where the rent must be paid.

*Note—*

Item 10 is optional. See clause 8(4) to (6).

**11 Rental bond**

The amount of any rental bond.

*Note—*

See clause 13.

**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 16.

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

*Note—*

See clause 17.

**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 16(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 16(d).

## **15 Number of occupants**

The number of persons allowed to reside at the premises.

*Note—*

See clause 23.

## **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 22.

## **17 Pets**

17.1 Whether pets are approved.

*Note—*

See clause 24(1).

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

*Note—*

See clause 24(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 31.

# Part 2 Standard terms

## Division 1 Preliminary

### 1 Interpretation

In this agreement—

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

- (1) This part states, under the *Residential Tenancies and Rooming Accommodation Act 2008 (the Act)*, section 55, the standard terms of a general tenancy agreement.
- (2) The Act also imposes duties on, and gives entitlements to, the lessor and tenant that are taken to be included as terms of this agreement.

Schedule 1

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- (3) The lessor and tenant may agree on other terms of this agreement (*special terms*).
- (4) A duty or entitlement under the Act overrides a standard term or special term if the term is inconsistent with the duty or entitlement.
- (5) A standard term overrides a special term if they are inconsistent.

*Note—*

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

- the lessor or the lessor’s agent enters the premises in contravention of the rules of entry under sections 192 to 199; or
- the tenant does not sign and return the condition report to the lessor or the lessor’s agent under section 65.

### **3 More than 1 lessor or tenant**

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

## **Division 2 Period of tenancy**

### **4 Start of tenancy**

- (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 this agreement.
- (3) The tenant must mark the copy of the report to show any parts the tenant disagrees with, and sign and return the copy to the lessor not later than 3 days after the later of the following days—
- (a) the day the tenant is entitled to occupy the premises;
  - (b) the day the tenant is given the copy of the condition report.

### *Note—*

A well completed condition report can be very important to help the parties if there is a dispute about the condition of the premises when the tenancy started. For more information about condition reports, see the information statement.

- (4) After the copy of the condition report is returned to the lessor by the tenant, the lessor must copy the condition report and return it to the tenant within 14 days.

## **6 Continuation of fixed term agreement—s 70**

- (1) This clause applies if—
- (a) this agreement is a fixed term agreement; and
  - (b) none of the following notices are given, or agreements or applications made before the day the term ends (the *end day*)—
    - (i) a notice to leave;
    - (ii) a notice of intention to leave;
    - (iii) an abandonment termination notice;

- (iv) a notice, agreement or application relating to the death of a sole tenant under section 277(7);
  - (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 after the end day on the basis that the tenant is holding over under a periodic agreement.

*Note—*

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

## **7 Costs apply to early ending of fixed term agreement**

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

*Note—*

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

## **Division 3 Rent**

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

- (1) The tenant must pay the rent stated in this agreement for item 7.
- (2) The rent must be paid at the times stated in this agreement for item 8.
- (3) The rent must be paid—
- (a) in the way stated in this agreement for item 9; or



- 
- (b) in the way agreed after the signing of this agreement by—
- (i) the lessor or tenant giving the other party a notice proposing the way; and
  - (ii) the other party agreeing to the proposal in writing; or
- (c) if there is no way stated in this agreement for item 9 or no way agreed after the signing of this agreement—in an approved way under section 83(4).

*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).

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

*Examples of an appropriate place—*

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

## **9 Rent in advance—s 87**

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

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

*Note—*

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

## **10 Rent increases—ss 91 and 93**

- (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 this agreement is taken to be amended accordingly.
- (5) However, if this agreement is a fixed term agreement, the rent may be increased before the term ends only if a special term—
  - (a) provides for a rent increase; and
  - (b) states the amount of the increase or how the amount of the increase is to be worked out.
- (6) A rent increase is payable by the tenant only if the rent is increased under this clause.

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

## **12 Rent decreases—s 94**

Under section 94, the rent may decrease in certain situations.

*Note—*

For details of the situations, see the information statement.

## **Division 4                      Rental bond**

### **13            Rental bond required—ss 111 and 116**

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

*Note—*

There is a maximum bond that may be required. See section 146 and the information statement.

- (2) The lessor or the lessor's agent must, within 10 days of receiving the bond or a part of the bond, pay it to the authority and give the authority a notice, in the approved form, about the bond.
- (3) The bond is intended to be available to financially protect the lessor if the tenant breaches this agreement.

*Example—*

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

*Note—*

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

### **14            Increase in bond—s 154**

- (1) The tenant must increase the rental bond if—

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- (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 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, levies, premiums, rates or taxes for the premises, other than a service charge.

*Examples—*

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

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

### **16            General service charges—ss 164 and 165**

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

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

*Note—*

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

## **17 Water service charges—ss 164 and 166**

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

*Note—*

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

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

period if, during the period, the premises are not water efficient for section 166.

*Note—*

For details about water efficiency, see the information statement.

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

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

*Note—*

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

## **Division 6                      Rights and obligations concerning the premises during tenancy**

### **Subdivision 1                Occupation and use of premises**

#### **18            No legal impediments to occupation—s 181**

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

*Examples of possible legal impediments—*

- if there is a mortgage over the premises, the lessor might need to obtain approval from the mortgagee before the tenancy can start

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

## **19 Vacant possession and quiet enjoyment—ss 182 and 183**

- (1) The lessor must ensure the tenant has vacant possession of the premises (other than a part of the premises that the tenant does not have a right to occupy exclusively) on the day the tenant is entitled to occupy the premises under this agreement.

*Editor's note—*

Parts of the premises where the tenant does not have a right to occupy exclusively may be identified in a special term.

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

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

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

*Note—*

See the information statement for details.

## **21 Tenant's use of premises—ss 10 and 184**

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

*Examples of things that may constitute a nuisance—*

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

**22 Units and townhouses—s 69**

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

### **25      Lessor's obligations—s 185**

- (1) At the start of the tenancy, the lessor must ensure—
  - (a) the premises are clean; and
  - (b) the premises are fit for the tenant to live in; and
  - (c) the premises are in good repair; and
  - (d) the lessor is not in breach of a law dealing with issues about the health or safety of persons using or entering the premises.
- (2) While the tenancy continues, the lessor must—
  - (a) maintain the premises in a way that the premises remain fit for the tenant to live in; and
  - (b) maintain the premises in good repair; and
  - (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.

- (3) However, the lessor is not required to comply with subclause (1)(c) or (2)(a) for any non-standard items and the lessor is not responsible for their maintenance if—
  - (a) the lessor is the State; and
  - (b) the non-standard items are stated in this agreement and this agreement states the lessor is not responsible for their maintenance; and

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- (c) the non-standard items are not necessary and reasonable to make the premises a fit place in which to live; and
- (d) the non-standard items are not a risk to health or safety; and
- (e) for fixtures—the fixtures were not attached to the premises by the lessor.

(4) In this clause —

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

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

## **26 Tenant's obligations—s 188(2) and (3)**

- (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.

## **Subdivision 3 The dwelling**

### **27 Fixtures or structural changes—ss 207–209**

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

*Note—*

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

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

*Examples of terms—*

- that the tenant may remove the fixture

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

## **28 Supply of locks and keys—s 210**

- (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).

## **29 Changing locks—ss 211 and 212**

- (1) The lessor or the tenant may change locks if—

- (a) both agree to the change; or
  - (b) there is a tribunal order permitting the change; or
  - (c) there is a reasonable excuse for making the change.  
*Example of a reasonable 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**

### **30      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.

### **31 Nominated repairer for emergency repairs—s 216**

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

### **32 Notice of damage—s 217**

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

### **33 Emergency repairs arranged by tenant—ss 218 and 219**

- (1) The tenant may arrange for a suitably qualified person to make emergency repairs or apply to the tribunal under section 221 for orders about the repairs if—
  - (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**

### **34 General—ss 238 and 240**

- (1) Subject to clause 35, the tenant may transfer all or a part of the tenant's interest under this agreement, or sublet the premises, only if the lessor agrees in writing or if the transfer or subletting is made under a tribunal order.
- (2) The lessor must act reasonably in failing to agree to the transfer or subletting.
- (3) The lessor is taken to act unreasonably in failing to agree to the transfer or subletting if the lessor acts in a capricious or retaliatory way.
- (4) The lessor or the lessor's agent must not require the tenant to pay, or accept from the tenant, an amount for the lessor's agreement to a transfer or subletting by the tenant, other than an amount for the reasonable expenses incurred by the lessor in agreeing to the transfer or subletting.

**35 State assisted lessors or employees of lessor—s 237**

- (1) This clause applies if—
  - (a) the lessor is the State; or
  - (b) the lessor is an entity receiving assistance from the State to supply rented accommodation; or
  - (c) the tenant's right to occupy the premises comes from the tenant's terms of employment.
- (2) The tenant may transfer the whole or part of the tenant's interest under this agreement, or sublet the premises, only if the lessor agrees in writing to the transfer or subletting.

**Division 8 When agreement ends****36 Ending of agreement—s 277**

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

*Note—*

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

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

*Note—*

See the information statement for details.

### **37 Condition premises must be left in—s 188(4)**

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

*Examples of what may be fair wear and tear—*

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

### **38 Keys**

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

### **39 Tenant's forwarding address—s 205(2)**

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

### **40 Exit condition report—s 66**

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

*Example of what might be as soon as practicable—*

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



*Note—*

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

- (2) The lessor or the lessor's agent must, within 3 business days after receiving the copy of the report—
  - (a) sign the copy; and
  - (b) if the lessor or agent does not agree with the report—show the parts of the report the lessor or agent disagrees with by marking the copy in an appropriate way; and
  - (c) if the tenant has given a forwarding address to the lessor or agent—make a copy of the report and return it to the tenant at the address.
- (3) The lessor or agent must keep a copy of the condition report signed by both parties for at least 1 year after this agreement ends.

#### **41 Goods or documents left behind on premises—ss 363 and 364**

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

*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**

### **42        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.

### **43        Lessor's agent**

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

### **44        Notices**

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

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- (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.

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## **Schedule 2      Moveable dwelling tenancy agreements**

section 7

### **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 50.

#### **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 The park**

If the premises are in a moveable dwelling park, the name, address or other description of the moveable dwelling park.

#### **6 Premises**

- 6.1 The location, or intended location, of the moveable dwelling.

*Example—*

site number

- 6.2 A description of the moveable dwelling.

*Examples—*

caravan, site only

- 6.3 Any inclusions for the premises.

*Examples of inclusions—*

annexe, furniture or other household goods let with the premises

#### **7 Term of agreement**

- 7.1 Whether the agreement is a fixed term agreement or periodic agreement.
- 7.2 The day the agreement starts.
- 7.3 If the agreement is a fixed term agreement, the day the agreement finishes.

**8 Rent—amount**

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

*Note—*

See clauses 8(1) and 17.

**9 Rent—day of payment**

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

*Note—*

See clause 8(2).

**10 Rent—method of payment**

The way the rent must be paid.

*Note—*

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

**11 Rent—place of payment**

Where the rent must be paid.

*Note—*

Item 11 is optional. See clause 8(4) to (6).

**12 Rental bond**

The amount of any rental bond.

*Note—*

See clause 13.

**13 Services**

Any services supplied to the premises for which the tenant must pay.

*Examples of services—*

electricity, gas, sewerage and water

*Note—*

See clause 16.

## **14 Park rules**

14.1 If the premises are in a moveable dwelling park, whether there are park rules for the park.

14.2 Whether the tenant has been given a copy of the park rules.

*Note—*

See clause 22.

## **15 Number of occupants**

The number of persons allowed to reside at the premises.

*Note—*

See clause 23.

## **16 Pets**

16.1 Whether pets are approved.

*Note—*

See clause 24(1).

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

*Note—*

See clause 24(2).

## **17 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 17 is optional. See clause 32.

## Part 2 Standard terms

### Division 1 Preliminary

#### 1 Interpretation

- (1) In this agreement—
  - (a) a reference to *the premises* includes a reference to any inclusions for the premises stated in this agreement for item 6.3; 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) In this agreement, unless the context otherwise requires—

*site-only premises* means moveable dwelling premises that consist only of the site where a moveable dwelling is, or is intended to be, situated.

#### 2 Terms of a moveable dwelling tenancy agreement

- (1) This part states, under the *Residential Tenancies and Rooming Accommodation Act 2008 (the Act)*, section 55, the standard terms of a moveable dwelling tenancy agreement.
- (2) The Act also imposes duties on, and gives entitlements to, the lessor and tenant that are taken to be included as terms of this agreement.
- (3) The lessor and tenant may agree on other terms of this agreement (*special terms*).

Schedule 2

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- (4) If the premises are moveable dwelling premises in a moveable dwelling park stated in this agreement for item 5 (*the park*), any park rules for the time being in force are taken to be terms of this agreement.
- (5) A duty or entitlement under the Act overrides a standard term or special term if the term is inconsistent with the duty or entitlement.
- (6) A standard term overrides a special term if they are inconsistent.

*Note—*

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

- the lessor or the lessor’s agent enters the premises in contravention of the rules of entry under sections 192 to 199; or
- the tenant does not sign and return the condition report to the lessor or the lessor’s agent under section 65.

### **3 More than 1 lessor or tenant**

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

## **Division 2 Period of tenancy**

### **4 Start of tenancy**

- (1) The tenancy starts on the day stated in this agreement for item 7.2.

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

## **5 Entry condition report—s 65**

- (1) The lessor must prepare, in the approved form, sign and give the tenant 1 copy of a condition report for the premises.
- (2) The copy must be given to the tenant on or before the day the tenant occupies the premises under this agreement.
- (3) The tenant must mark the copy of the report to show any parts the tenant disagrees with, and sign and return the copy to the lessor not later than 3 days after the later of the following day—
  - (a) the day the tenant is entitled to occupy the premises;
  - (b) the day the tenant is given the copy of the condition report.

### *Note—*

A well completed condition report can be very important to help the parties if there is a dispute about the condition of the premises when the tenancy started. For more information about condition reports, see the information statement.

- (4) After the copy of the condition report is returned to the lessor by the tenant, the lessor must copy the condition report and return it to the tenant within 14 days.

## **6 Continuation of 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 made before the day the term ends (the *end day*)—
    - (i) a notice to leave;
    - (ii) a notice of intention to leave;
    - (iii) an abandonment termination notice;

- (iv) a notice, agreement or application relating to the death of a sole tenant under section 277(7);
  - (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 after the end day on the basis that the tenant is holding over under a periodic agreement.

*Note—*

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

## **7 Costs apply to early ending of fixed term agreement**

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

*Note—*

For when the tenant may terminate early under the Act, see clause 42 and the information statement. Under section 362, the lessor has a general duty to mitigate (avoid or reduce) the costs.

## **Division 3 Rent**

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

- (1) Subject to clause 17, the tenant must pay the rent stated in this agreement for item 8.
- (2) The rent must be paid at the times stated in this agreement for item 9.
- (3) The rent must be paid—
- (a) in the way stated in this agreement for item 10; or

- 
- (b) in the way agreed after the signing of this agreement by—
- (i) the lessor or tenant giving the other party a notice proposing the way; and
  - (ii) the other party agreeing to the proposal in writing; or
- (c) if there is no way stated in this agreement for item 10 or no way agreed after the signing 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).

- (4) The rent must be paid at the place stated in this agreement for item 11.
- (5) However, if, after the signing of this agreement, the lessor gives a notice to the tenant stating a different place for payment and the place is reasonable, the rent must be paid at the place while the notice is in force.
- (6) If no place is stated in this agreement for item 11 and there is no notice stating a place, the rent must be paid at an appropriate place.

*Examples of an appropriate place—*

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

## **9 Rent in advance—s 87**

The lessor may require the tenant to pay rent in advance only if the payment is not more than 2 weeks rent.

*Note—*

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

## **10 Rent increases—ss 91 and 93**

- (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 this agreement is taken to be amended accordingly.
- (5) However, if this agreement is a fixed term agreement, the rent may be increased before the term ends only if a special term—
  - (a) provides for a rent increase; and
  - (b) states the amount of the increase or how the amount of the increase is to be worked out.
- (6) A rent increase is payable by the tenant only if the rent is increased under this clause.

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

## **12 Rent decreases—s 94**

Under section 94, the rent may decrease in certain situations.

*Note—*

For details of the situations, see the information statement.

## **Division 4                      Rental bond**

### **13            Rental bond required—ss 111 and 116**

- (1) If a rental bond is stated in this agreement for item 12, the tenant must pay to the lessor or the lessor's agent the rental bond amount—
  - (a) if a special term requires the bond to be paid at a stated time—at the stated time; or
  - (b) if a special term requires the bond to be paid by instalments—by instalments; or
  - (c) otherwise—when the tenant signs this agreement.

*Note—*

There is a maximum bond that may be required. See section 146 and the information statement.

- (2) The lessor or the lessor's agent must, within 10 days of receiving the bond or a part of the bond, pay it to the authority and give the authority a notice, in the approved form, about the bond.
- (3) The bond is intended to be available to financially protect the lessor if the tenant breaches this agreement.

*Example—*

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

*Note—*

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

### **14            Increase in bond—s 154**

- (1) The tenant must increase the rental bond if—

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- (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**

### **15            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

### **16            Service charges—ss 164 and 167**

- (1) The tenant must pay the 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 13; and
  - (c) the premises are individually metered for the service.
- (2) However, the tenant is not required to pay an amount for the service that is more than the amount charged by the relevant supply authority (*the supplier*) for the service.



- (3) If the supplier charges the tenant directly for the service, the tenant must pay the amount of the charge to the supplier when the amount becomes due.
- (4) If the supplier charges the lessor for the service, 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.

**17 Services for which rent is attributable that become unavailable—s 168**

- (1) This clause applies if—
  - (a) the tenant is not required to pay a service charge for a service the tenant enjoys or shares the benefit of; and
  - (b) the service becomes unavailable for use by the tenant because of action taken by the lessor; and
  - (c) the service is a service for which an amount of rent is attributable.
- (2) The rent payable under clause 8 is reduced from the day the service became unavailable.
- (3) The reduction is the amount that reflects the part of the rent that is attributable to the service, either as agreed by the lessor and tenant or, if they do not agree, as decided by a tribunal.
- (4) If the tenant asks the lessor for details of the amount of the rent attributable to service charges for the premises, the lessor must give the tenant a written statement showing—
  - (a) each service for which an amount of rent is attributable; and
  - (b) the amount attributed to the service.

## **Division 6                      Rights and obligations concerning the premises during tenancy**

### **Subdivision 1              Occupation and use of premises**

#### **18              No legal impediments to occupation—s 181**

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

*Examples of possible legal impediments—*

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

#### **19              Vacant possession and quiet enjoyment—ss 182 and 183**

- (1) The lessor must ensure the tenant has vacant possession of the premises (other than a part of the premises that the tenant does not have a right to occupy exclusively) on the day the tenant is entitled to occupy the premises under this agreement.

*Editor's note—*

Parts of the premises where the tenant does not have a right to occupy exclusively may be identified in a special term.

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

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

- (1) 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.

- (2) The lessor or agent may, under section 193(4), enter the site to carry out maintenance of the site without giving the notice of entry required by section 193(1) if—
- (a) a special term states the frequency with which the entry is required for carrying out the maintenance and the conditions under which the entry may be made; and
- (b) the entry is made in accordance with the conditions.

*Examples of conditions—*

- the time and duration of the entry
- the type of maintenance for which the entry is allowed

**21 Tenant's use of premises—ss 10 and 184**

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

*Examples of things that may constitute a nuisance—*

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

- (d) allow another person on the premises to interfere with the reasonable peace, comfort or privacy of a neighbour of the tenant.

## **22 Park rules—ss 52(3), 68 and 228–236**

- (1) This clause applies if the premises are moveable dwelling premises in a moveable dwelling park.
- (2) The lessor must give the tenant a copy of the park rules for the moveable dwelling park when this agreement is given to the tenant for signing.
- (3) If a park rule is changed, the lessor must give the tenant a copy of the rule as changed as soon as practicable after the change takes effect.
- (4) If the tenant has been given a copy of the park rules, the tenant must comply with the rules.
- (5) The tenant must comply with a changed park rule if the change has taken effect and the tenant has been given a copy of the rule as changed.

*Note—*

See the information statement and sections 228 to 236 for what park rules may be made about, how they may be changed and when a change takes effect.

## **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 16.1 that pets are approved.
- (2) If this agreement states for item 16.1 that pets are approved and this agreement states for item 16.2 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—ss 185–187**

- (1) At the start of the tenancy, the lessor must—
  - (a) if the premises are site-only premises—ensure the premises are clean and a fit site for a moveable dwelling; and
  - (b) if the premises are not site-only premises, ensure—
    - (i) the premises are clean and fit for the tenant to live in and are in good repair; and
    - (ii) 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
  - (c) if the premises are moveable dwelling premises in a moveable dwelling park and the lessor is not a home owner for the premises, ensure—
    - (i) the facilities in the moveable dwelling park are clean, fit for the tenant to use and in good repair; and
    - (ii) the lessor is not in breach of a law dealing with issues about the health or safety of persons using or entering the facilities.
- (2) While the tenancy continues, the lessor must—
  - (a) if the premises are site-only premises—ensure the premises remain a fit site for a moveable dwelling; and
  - (b) if the premises are not site-only premises—

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- (i) maintain the premises in good repair and in a way that the premises remain fit for the tenant to live in; and
  - (ii) ensure any law dealing with issues about the health or safety of persons using or entering the premises is complied with; and
  - (iii) keep any common area included in the premises clean; and
- (c) if the premises are moveable dwelling premises in a moveable dwelling park and the lessor is not a home owner for the premises—
- (i) keep the facilities in the moveable dwelling park clean; and
  - (ii) maintain the facilities in good repair and in a way that the facilities remain fit for the tenant to use; and
  - (iii) ensure the lessor is not in breach of a law dealing with issues about the health or safety of persons using the facilities.

*Note—*

For details about the maintenance, see the information statement.

- (3) If the premises are site-only premises, the lessor may, while the tenancy continues, make any improvements to the premises the lessor considers appropriate.
- (4) In this clause—

*premises*, other than site-only premises, include any common area available for use by the tenant with the premises.

## **26 Tenant's obligations—ss 188(2) and (3) and 190**

- (1) If the premises are not site-only premises, the tenant—
  - (a) must keep the premises clean, having regard to their condition at the start of the tenancy; and
  - (b) must not maliciously damage, or allow someone else to maliciously damage, the premises.

- (2) If the premises are site-only premises, the tenant must keep the premises in a way that does not detract from the general standards of the moveable dwelling park, or other general area, where the premises are situated.
- (3) The obligation under subclause (2) applies having regard to the condition of the premises at the start of the tenancy and any improvements made later by the lessor.

## **27 Tenant's obligations for facilities in moveable dwelling park—s 189**

- (1) This clause applies only to an agreement for moveable dwelling premises in a moveable dwelling park.
- (2) The tenant must not—
  - (a) do anything to a facility in the park that makes the facility unfit for use or detracts from its appearance; or
  - (b) intentionally or negligently damage a facility in the park.

## **Subdivision 3 The dwelling**

### **28 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

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

**29 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).

**30 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**

### **31      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.

**32 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 17; 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.

**33 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.

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**34 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**

**35 General—ss 238 and 240**

- (1) Subject to clause 36, the tenant may transfer all or a part of the tenant's interest under this agreement, or sublet the premises, only if the lessor agrees in writing or if the transfer or subletting is made under a tribunal order.
- (2) The lessor must act reasonably in failing to agree to the transfer or subletting.
- (3) The lessor is taken to act unreasonably in failing to agree to the transfer or subletting if the lessor acts in a capricious or retaliatory way.
- (4) The lessor or the lessor's agent must not require the tenant to pay, or accept from the tenant, an amount for the lessor's agreement to a transfer or subletting by the tenant, other than an amount for the reasonable expenses incurred by the lessor in agreeing to the transfer or subletting.

**36 State assisted lessors or employees of lessor—s 237**

- (1) This clause applies if the lessor is an entity receiving assistance from the State to supply rented accommodation or if the tenant's right to occupy the premises comes from the tenant's terms of employment.
- (2) The tenant may transfer the whole or part of the tenant's interest under this agreement, or sublet the premises, only if the lessor agrees in writing to the transfer or subletting.

**Division 8 Relocation**

**37 Application of div 8**

This division applies if the premises are moveable dwelling premises in a moveable dwelling park.

**38 Notice to relocate to another site—s 223**

- (1) The lessor may give a notice (*notice to relocate*) to the tenant requiring the tenant to relocate the moveable dwelling to another site in the moveable dwelling park within a stated period only if—
  - (a) either—
    - (i) the relocation is necessary to allow the carrying out of necessary or desirable work in the park or is because of an emergency or is for health or safety reasons; or  
*Examples of work that might be necessary or desirable—*  
maintenance, repairs, upgrading and restoration
    - (ii) the lessor is a home owner for the dwelling and the lessor must, under a site agreement under the *Manufactured Homes (Residential Parks) Act 2003*, reposition the moveable dwelling; and
  - (b) the other site is, as far as practicable, reasonably comparable to the site currently occupied by the tenant.

- (2) The notice must identify the other site and state the period and the reasons for the relocation.
- (3) If the relocation is because of an emergency or is for health or safety reasons, the period must be reasonable.
- (4) Otherwise, the period must be a reasonable period of at least 1 month stated in the notice to relocate.

### **39 Restriction against enforcing relocation—s 224**

The lessor or the lessor's agent must not take any action to enforce the tenant's relocation under a notice to relocate unless the tenant agrees or a tribunal orders the tenant to relocate to the site mentioned in the notice.

### **40 Effect of relocation—s 225**

If the tenant complies with the notice to relocate given to the tenant, the site for this agreement is taken to be the site to which the tenant relocates.

### **41 Costs and expenses of relocation—s 226**

- (1) The reasonable costs and expenses incurred by the tenant in complying with the notice to relocate are payable to the tenant by the lessor.
- (2) The tribunal may, if the tenant applies, make an order requiring the lessor to pay the tenant the amount it considers the tenant is entitled to for the costs and expenses.

## **Division 9 When agreement ends**

### **42 Ending of agreement—s 277**

- (1) This agreement ends only if—
  - (a) the tenant and the lessor agree in writing; or

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

*Note—*

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

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

*Note—*

See the information statement for details.

#### **43 Condition premises must be left in—s 188(4)**

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

*Examples of what might be fair wear and tear—*

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

#### **44 Keys**

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

**45 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.

**46 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.

*Examples of what might be as soon as practicable—*

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

*Note—*

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

- (2) The lessor or the lessor's agent must, within 3 business days after receiving the copy of the report—
  - (a) sign the copy; and
  - (b) if the lessor or agent does not agree with the report—show the parts of the report the lessor or agent disagrees with by marking the copy in an appropriate way; and
  - (c) if the tenant has given a forwarding address to the lessor or agent—make a copy of the report and return it to the tenant at the address.
- (3) The lessor or agent must keep a copy of the condition report signed by both parties for at least 1 year after this agreement ends.

**47 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. Under section 363(3), there is a prescribed storage period of 3 months for a caravan, its contents and other goods used in occupying the caravan. For other goods the prescribed storage period is 1 month.

## **Division 10                      Miscellaneous**

**48 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.

**49 Lessor's agent**

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



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**50 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, sending it by prepaid post as a letter to the address; or
  - (c) if a facsimile number for the party or agent is stated in this agreement for item 1, 2 or 3 and item 4 indicates that a notice may be given by facsimile—by sending it by facsimile to the facsimile number in accordance with the *Electronic Transactions (Queensland) Act 2001*; or
  - (d) if an email address for the party or agent is stated in this agreement for item 1, 2 or 3 and item 4 indicates that a notice may be given by email—by sending it electronically to the email address in accordance with the *Electronic Transactions (Queensland) Act 2001*.
- (4) A party or the lessor's agent may withdraw his or her consent to notices being given to them by facsimile or email only by giving notice to each other party that notices are no longer to be given to the party or agent by facsimile or email.
- (5) If no address for service is stated in this agreement for item 2 for the tenant, the tenant's address for service is taken to be the address of the premises.
- (6) A party or the lessor's agent may change his or her address for service, facsimile number or email address only by giving notice to each other party of a new address for service, facsimile number or email address.

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- (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.

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## **Schedule 3      State tenancy agreements**

section 8

### **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 42.

#### **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 8.

#### **8 Rent—day of payment**

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

*Note—*

See clause 9(1).

**9 Rent—method of payment**

The way the rent must be paid.

*Note—*

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

**10 Rent—place of payment**

Where the rent must be paid.

*Note—*

Item 10 is optional. See clause 9(3) to (5).

**11 Rental bond**

The amount of any rental bond.

*Note—*

See clause 11.

**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 14.

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

*Note—*

See clause 15.

**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 14(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 14(d).

## **15 Number of occupants**

The number of persons allowed to reside at the premises.

*Note—*

See clause 21.

## **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 20.

## **17 Pets**

17.1 Whether pets are approved.

*Note—*

See clause 22(1).

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

*Note—*

See clause 22(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 29.

# Part 2 Standard terms

## Division 1 Preliminary

### 1 Interpretation

In this agreement—

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

- (1) This part states, under the *Residential Tenancies and Rooming Accommodation Act 2008 (the Act)*, section 55, the standard terms of a State 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.

Schedule 3

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- (3) The lessor and tenant may agree on other terms of this agreement (*special terms*).
- (4) A duty or entitlement under the Act overrides a standard term or special term if the term is inconsistent with the duty or entitlement.
- (5) A standard term overrides a special term if they are inconsistent.

*Note—*

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

- the lessor or the lessor’s agent enters the premises in contravention of the rules of entry under sections 192 to 199; or
- the tenant does not sign and return the condition report to the lessor or the lessor’s agent under section 65.

### **3 More than 1 lessor or tenant**

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

## **Division 2 Period of tenancy**

### **4 Start of tenancy**

- (1) The tenancy starts on the day stated in this agreement for item 6.2.



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- (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 on or before the day the tenant occupies the premises under this agreement.
- (3) The tenant must mark the copy of the report to show any parts the tenant disagrees with, and sign and return the copy to the lessor not later than 3 days after the later of the following days—
- (a) the day the tenant is entitled to occupy the premises;
  - (b) the day the tenant is given the copy of the condition report.

### *Note—*

A well completed condition report can be very important to help the parties if there is a dispute about the condition of the premises when the tenancy started. For more information about condition reports, see the information statement.

- (4) After the copy of the condition report is returned to the lessor by the tenant, the lessor must copy the condition report and return it to the tenant within 14 days.

## **6 Continuation of 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 made before the day the term ends (the *end day*)—
    - (i) a notice to leave;
    - (ii) a notice of intention to leave;
    - (iii) an abandonment termination notice;

- (iv) a notice, agreement or application relating to the death of a sole tenant under section 277(7);
  - (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.

## **7 Costs apply to early ending of fixed term agreement**

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

*Note—*

For when the tenant may terminate early under the Act, see clause 34 and the information statement. Under section 362, the lessor has a general duty to mitigate (avoid or reduce) the costs.

## **Division 3 Rent**

### **8 Amount**

- (1) The amount of the rent is—
- (a) if the lessor is the chief executive of the department in which the *Housing Act 2003* is administered, acting on behalf of the State—the amount calculated by the chief executive from time to time under the Public Housing Procedures Manual published by the department; or

*Editor's note—*

The Public Housing Procedures Manual may be inspected during business hours at any office of the department in which the *Housing Act 2003* is administered.

- (b) if the tenant is an officer or employee of the State and occupies the premises in connection with their employment—the amount calculated under an industrial award or agreement, contract of employment, or published departmental or agency policy relevant to the officer or employee; or
  - (c) otherwise—the amount stated in this agreement for item 7.
- (2) In this clause—

***published departmental or agency policy*** means a written departmental or agency policy available for inspection, free of charge, by a tenant to whom the policy relates.

## **9 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) in the way agreed after the signing of this agreement by—
    - (i) the lessor or tenant giving the other party a notice proposing the way; and
    - (ii) the other party agreeing to the proposal in writing; or
  - (c) if there is no way stated in this agreement for item 9 or no way agreed after the signing of this agreement—in an approved way under section 83(4).

*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).

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- (3) The rent must be paid at the place stated in this agreement for item 10.
- (4) 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.
- (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

## **10 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**

### **11 Rental bond required—ss 111 and 116**

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

- (c) otherwise—when the tenant signs this agreement.

*Note—*

There is a maximum bond that may be required. See section 146 and the information statement.

- (2) The lessor or the lessor's agent must, within 10 days of receiving the bond or a part of the bond, pay it to the authority and give the authority a notice, in the approved form, about the bond.
- (3) The bond is intended to be available to financially protect the lessor if the tenant breaches this agreement.

*Example—*

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

*Note—*

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

## **12 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**

### **13            Outgoings—s 163**

- (1) 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

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

### **14            General service charges—ss 164 and 165**

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

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

*Note—*

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

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**15 Water service charges—ss 164 and 166**

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

*Note—*

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

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

*Note—*

For details about water efficiency, see the information statement.

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

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

*Note—*

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

## **Division 6                      Rights and obligations concerning the premises during tenancy**

### **Subdivision 1                  Occupation and use of premises**

#### **16                  No legal impediments to occupation—s 181**

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

*Examples of possible legal impediments—*

- 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

#### **17                  Vacant possession and quiet enjoyment—ss 182 and 183**

- (1) The lessor must ensure the tenant has vacant possession of the premises (other than a part of the premises that the tenant does not have a right to occupy exclusively) on the day the tenant is entitled to occupy the premises under this agreement.

*Editor's note—*

Parts of the premises where the tenant does not have a right to occupy exclusively may be identified in a special term.

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



**18 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.

**19 Tenant's use of premises—ss 10 and 184**

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

*Examples of things that may constitute a nuisance—*

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

**20 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.

**21 Number of occupants allowed**

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

**22 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**

**23 Lessor's obligations—s 185**

- (1) At the start of the tenancy, the lessor must ensure—
- (a) the premises are clean; and
  - (b) the premises are fit for the tenant to live in; and
  - (c) the premises are in good repair; and
  - (d) the lessor is not in breach of a law dealing with issues about the health or safety of persons using or entering the premises.
- (2) While the tenancy continues, the lessor must—
- (a) maintain the premises in a way that the premises remain fit for the tenant to live in; and

- (b) maintain the premises in good repair; and
- (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.

- (3) However, the lessor is not required to comply with subclause (1)(c) or (2)(a) for any non-standard items and the lessor is not responsible for their maintenance if—
  - (a) the non-standard items are stated in this agreement and this 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.
- (4) In this clause —

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

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

## **24 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.

## **Subdivision 3      The dwelling**

### **25      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, or makes a structural change, to the premises without the lessor's agreement, the lessor may—
- (a) take action for a breach of a term of this agreement; or
  - (b) waive the breach (that is, not take action for the breach) and treat the fixture or change as an improvement to the premises for the lessor's benefit (that is, treat it as belonging to the lessor, without having to pay the tenant for it).

### **26      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).

## **27 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**

### **28 Meaning of emergency and routine repairs—ss 214 and 215**

- (1) *Emergency repairs* are works needed to repair any of the following—

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- (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.

**29 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.

**30 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.

**31 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**

### **32            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.

### **33            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**

### **34            Ending of agreement—s 277**

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



*Note—*

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

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

*Note—*

See information statement for details.

### **35 Condition premises must be left in—s 188(4)**

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

*Examples of what may be fair wear and tear—*

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

### **36 Keys**

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

### **37 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.

### **38 Exit condition report—s 66**

- (1) As soon as practicable after this agreement ends, the tenant must prepare, in the approved form, and sign a condition

report for the premises and give 1 copy of the report to the lessor or the lessor's agent.

*Example of what might be as soon as practicable—*

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

*Note—*

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

- (2) The lessor or the lessor's agent must, within 3 business days after receiving the copy of the report—
  - (a) sign the copy; and
  - (b) if the lessor or agent does not agree with the report—show the parts of the report the lessor or agent disagrees with by marking the copy in an appropriate way; and
  - (c) if the tenant has given a forwarding address to the lessor or agent—make a copy of the report and return it to the tenant at the address.
- (3) The lessor or agent must keep a copy of the condition report signed by both parties for at least 1 year after this agreement ends.

### **39 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.

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**Division 9**                      **Miscellaneous****40**      **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.

**41**      **Lessor's agent**

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

**42**      **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, sending it by prepaid post as a letter to the address; or
- (c) if a facsimile number for the party or agent is stated in this agreement for item 1, 2 or 3 and item 4 indicates that a notice may be given by facsimile—by sending it by facsimile to the facsimile number in accordance with the *Electronic Transactions (Queensland) Act 2001*; or
  - (d) if an email address for the party or agent is stated in this agreement for item 1, 2 or 3 and item 4 indicates that a notice may be given by email—by sending it electronically to the email address in accordance with the *Electronic Transactions (Queensland) Act 2001*.
- (4) A party or the lessor’s agent may withdraw his or her consent to notices being given to them by facsimile or email only by giving notice to each other party that notices are no longer to be given to the party or agent by facsimile or email.
  - (5) If no address for service is stated in this agreement for item 2 for the tenant, the tenant’s address for service is taken to be the address of the premises.
  - (6) A party or the lessor’s agent may change his or her address for service, facsimile number or email address only by giving notice to each other party of a new address for service, facsimile number or email address.
  - (7) On the giving of a notice of a new address for service, facsimile number or email address for a party or the lessor’s agent, the address for service, facsimile number or email address stated in the notice is taken to be the party’s or agent’s address for service, facsimile number or email address stated in this agreement for item 1, 2 or 3.
  - (8) Unless the contrary is proved—
    - (a) 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.

## **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](http://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—*

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
  - (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 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
- (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 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
  - (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 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 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.

## **Schedule 4      Rooming accommodation agreements**

section 10

### **Part 1                      Rooming accommodation agreement details**

#### **Item**

#### **1            Provider**

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

*Note—*

Item 1.2 is optional.

#### **2            Resident**

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

*Note—*

Item 2.2 is optional.

#### **3            Provider's agent**

- 3.1 If the provider 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. See clause 28.

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#### **4 Persons appointed for resident**

- 4.1 If the resident has a person acting for the resident under section 525(1)(c), the person's name and address for service.
- 4.2 Any other contact details for the person acting for the resident.

*Note—*

Item 4.2 is optional.

#### **5 Service of notices by email or facsimile**

- 5.1 Whether a notice may be given to the provider by email or facsimile.
- 5.2 Whether a notice may be given to the resident by email or facsimile.
- 5.3 Whether a notice may be given to the provider's agent by email or facsimile.
- 5.4 Whether a notice may be given to the person, acting for the resident under section 525(1)(c), by email or facsimile.

#### **6 Rental premises**

- 6.1 The room number and address of the rental premises.
- 6.2 Any inclusions for the rental premises.

*Examples of inclusions—*

furniture or other household goods let with the rental premises

#### **7 Term of agreement**

- 7.1 Whether the agreement is a fixed term agreement or periodic agreement.
- 7.2 The day the agreement starts.
- 7.3 If the agreement is a fixed term agreement, the day the agreement finishes.

**8 Rent—amount**

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

*Note—*

See clause 6(1).

**9 Rent—break down**

A break down of the components of the rent attributable to accommodation, a food service, a personal care service or another service.

**10 Rent—day of payment**

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

*Note—*

See clause 6(2).

**11 Rent—method of payment**

The way the rent must be paid.

*Note—*

Item 11 is optional. See clause 6(3).

**12 Rent—place of payment**

Where the rent must be paid.

*Note—*

Item 12 is optional. See clause 6(4) to (6).

**13 Rent—increases**

- 13.1 Whether the rent can be increased.
- 13.2 How the rent increase will be calculated.
- 13.3 When the rent increase will start.

*Note—*

See clause 8.

**14 Rental bond**

The amount of any rental bond.

*Note—*

See clause 11.

**15 Services to be provided by the provider**

Any services that are to be provided by the provider.

**16 Utility services**

Any utility services for which the resident must pay.

*Examples of services—*

electricity and gas

*Note—*

See clause 13.

**17 House rules**

Whether the resident has been given a copy of the house rules.

*Note—*

See clause 16.

**18 Number of occupants**

18.1 The number of persons allowed to reside in the room.

18.2 The number of persons allowed to reside at the rental premises.

*Note—*

See clause 17.

## **19 Pets**

19.1 Whether pets are approved.

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

*Note—*

See clause 18.

# **Part 2 Standard terms**

## **Division 1 Preliminary**

### **1 Interpretation**

In this agreement—

- (a) a reference to *the rental premises* includes a reference to any inclusions for the rental premises stated in this agreement for item 6.2; 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 rooming accommodation agreement**

- (1) This part states, under the *Residential Tenancies and Rooming Accommodation Act 2008 (the Act)*, section 73, the standard terms of a rooming accommodation agreement.
- (2) The Act also imposes duties on, and gives entitlements to, the provider and resident that are taken to be included as terms of this agreement.
- (3) The house rules for the rental premises are taken to be included as terms of this agreement.



- (4) The provider and resident may agree on other terms of this agreement (*special terms*).
- (5) A duty or entitlement under the Act overrides a standard term or special term if the term is inconsistent with the duty or entitlement.
- (6) A standard term overrides a special term if they are inconsistent.

*Note—*

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

- the provider or the provider's agent enters the resident's room in contravention of the rules of entry under sections 257 to 262; or
- the resident does not sign and return the condition report to the provider or the provider's agent under section 81.

## **Division 2                      Period of rooming accommodation agreement**

### **3                      Start of rooming accommodation agreement**

This agreement starts on the day stated in this agreement for item 7.2.

### **4                      Entry condition report—s 81**

- (1) This clause applies only if a rental bond is payable, or has been paid, under this agreement.
- (2) The provider must prepare, in the approved form, sign and give the resident 1 copy of a condition report for the room.
- (3) The copy must be given to the resident on or before the day the resident occupies the room under this agreement.
- (4) The resident must mark the copy of the report to show any parts the resident disagrees with, and sign and return the copy to the provider not later than 3 days after the later of the following days—
  - (a) the day the resident is entitled to occupy the room;

- (b) the day the resident is given the copy of the condition report.

*Note—*

A well completed condition report can be very important to help the parties if there is a dispute about the condition of the room when the rooming accommodation agreement started.

- (5) After the copy of the condition report is returned to the provider by the resident, the provider must copy the condition report and return it to the resident within 14 days.

## **5 Continuation of fixed term agreement—s 82**

- (1) This clause applies if—
  - (a) under this agreement, rooming accommodation is provided to the resident for a fixed term; and
  - (b) neither the provider nor the resident gives the other party a notice under chapter 5, part 2 ending the agreement or agrees in writing with the other party to end the agreement.
- (2) This agreement continues to apply after the last day of the term, as a periodic agreement, on the same terms on which it applied immediately before the last day of the term, other than the term about the fixed term.

## **Division 3 Rent**

### **6 When, how and where rent must be paid—ss 98 and 100**

- (1) The resident must pay the rent stated in this agreement for item 8.
- (2) The rent must be paid at the times stated in this agreement for item 10.
- (3) The rent must be paid—
  - (a) in the way stated in this agreement for item 11; or

- 
- (b) in the way agreed after the signing of this agreement by—
- (i) the provider or resident giving the other party a notice proposing the way; and
  - (ii) the other party agreeing to the proposal in writing; or
- (c) if there is no way stated in this agreement for item 11 or no way agreed after the signing of this agreement—in an approved way under section 98(4).

*Note—*

If the way rent is to be paid is another way agreed on by the provider and resident under section 98(4)(g), the provider or the provider's agent must comply with the obligations under section 99(2).

- (4) The rent must be paid at the place stated in this agreement for item 12.
- (5) However, if, after the signing of this agreement, the provider gives a notice to the resident stating a different place for payment and the place is reasonable, the rent must be paid at the place while the notice is in force.
- (6) If no place is stated in this agreement for item 12 and there is no notice stating a place, the rent must be paid at an appropriate place.

*Examples of an appropriate place—*

- the provider's address for service
- the provider's agent's office

## **7 Rent in advance—s 101**

The provider may require the resident to pay rent in advance only if the payment is not more than 2 weeks rent.

*Note—*

Under section 101(2), the provider or the provider's agent must not require a payment of rent under this agreement in a period for which rent has already been paid.

**8 Rent increases—s 105**

- (1) If a provider proposes to increase the rent, the provider must give notice of the proposal to the resident.
- (2) The notice must state—
  - (a) the amount of the increased rent; and
  - (b) the day, not earlier than 4 weeks after the day the notice is given, from which the increased rent is payable.
- (3) Also, if this agreement is for a fixed term, the rent may not be increased before the term ends unless—
  - (a) this agreement states for item 13.1 rent can be increased; and
  - (b) this agreement states for item 13.2 the amount of the increase or how the amount of the increase is to be worked out; and
  - (c) the increase is made in accordance with this agreement.
- (4) The resident is not required to pay the increase unless it is made in accordance with this clause.
- (5) Subclauses (1) to (4) do not apply if the parties amend this agreement to provide for another service to be provided by the provider to the resident and for an increase in the rent in payment of the service.

**9 Rent decreases for matters including loss of amenity or service—s 106**

- (1) This clause applies if—
  - (a) the resident's room or common areas become partly unfit to live in, or their amenity or standard substantially decreases, other than because of intentional or reckless damage caused by the resident or a guest of the resident; or
  - (b) a service provided to the resident under this agreement is no longer available or is withdrawn, or the standard of the service substantially decreases, other than because

the resident has not met the resident's obligations under this agreement.

- (2) The rent payable under this agreement decreases by the amount, and from the time, agreed between the provider and the resident.
- (3) If the provider and the resident can not agree on the amount or time for the decrease, either of them may apply to a tribunal for an order decreasing the rent by a stated amount from a stated time.

## **10 Rent decreases because of resident's absence—s 107**

- (1) This clause applies if either of the following is not provided to the resident because of the resident's absence—
  - (a) a personal care service;
  - (b) a food service, but only if the resident is absent from the rental premises for a continuous period of more than 2 weeks.
- (2) The provider and the resident may agree to a reduction in rent for the period of the absence.
- (3) If the provider and the resident can not agree on a reduction in rent for the period of the absence, the resident may apply to a tribunal for an order decreasing the rent by a stated amount for the period.

## **Division 4 Rental bond**

### **11 Rental bond required—ss 111 and 116**

- (1) If a rental bond is stated in this agreement for item 14, the resident must pay to the provider or the provider's agent the rental bond amount—
  - (a) if a special term requires the bond to be paid at a stated time—at the stated time; or
  - (b) if a special term requires the bond to be paid by instalments—by instalments; or

- (c) otherwise—when the resident signs this agreement.

*Note—*

There is a maximum bond that may be required unless your weekly rent is more than \$500. See section 146.

- (2) The provider or the provider's agent must, within 10 days of receiving the bond or a part of the bond, pay it to the authority and give the authority a notice, in the approved form, about the bond.
- (3) The bond is intended to be available to financially protect the provider if the resident breaches this agreement.

*Example—*

The provider may claim against the bond if the resident does not leave the room in the required condition at the end of the rooming accommodation agreement.

*Note—*

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

## **12 Increase in bond—s 154**

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

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## **Division 5                      Outgoings**

### **13      Charge for utility service—s 170**

The resident must pay an amount for utility services supplied to the rental premises during this agreement if—

- (a) the service is stated in this agreement for item 16; and
- (b) the resident's room is individually metered for the utility service by an appliance approved by the supplying entity.

*Note—*

Section 170(2)(b) limits the amount the resident must pay.

## **Division 6                      Rights and obligations of provider and resident**

### **14      Provider's obligations—ss 247 and 249**

- (1) The provider has the following obligations—
  - (a) to ensure the provider is not in breach of a law dealing with issues about the health or safety of persons using or entering the resident's room or common areas;
  - (b) to take reasonable steps to ensure the resident—
    - (i) always has access to the resident's room and to bathroom and toilet facilities; and
    - (ii) has reasonable access to any other common areas;
  - (c) to take reasonable steps to ensure the security of the resident's room and the resident's personal property in the room;
  - (d) to maintain the resident's room and common areas in a way that the room and areas remain fit for the resident to live in;

- (e) to take reasonable steps to ensure the resident's room and common areas and facilities provided in the room and areas—
    - (i) are kept safe and in good repair; and
    - (ii) subject to any agreement with the resident about cleaning the resident's room or common areas or facilities—are kept clean;
  - (f) not to unreasonably restrict the resident's guests in visiting the resident;
  - (g) to ensure that the times during which the provider, or an agent of the provider, is available to be contacted by the resident are reasonable, having regard to all the circumstances including the services being provided to the resident under this agreement.
- (2) For subclause (1)(e)(ii), an agreement about cleaning common areas may be made only for a common area used by the resident and a minority of other residents of the provider.

*Example for subclause (2)—*

Four residents have individual rooms opening out onto a living area which is available for use only by those residents. The provider and the 4 residents may agree that the cleaning of the living area is to be done by the 4 residents.

- (3) The provider must take reasonable steps to ensure the resident has quiet enjoyment of the resident's room and common areas.
- (4) The provider or the provider's agent must not interfere with the reasonable peace, comfort or privacy of the resident in using the resident's room and common areas.

## **15 Resident's obligations—s 253**

The resident has the following obligations—

- (a) to use the resident's room and common areas only or mainly as a place of residence;
- (b) not to use the resident's room or common areas for an illegal purpose;



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- (c) not to interfere with, and to ensure the resident's guests do not interfere with, the reasonable peace, comfort or privacy of another resident or another resident's appropriate use of the other resident's room or common areas;
  - (d) to pay the rent when it falls due;
  - (e) not to keep an animal on the rental premises without the provider's permission;
  - (f) not to intentionally or recklessly damage or destroy, or allow the resident's guests to intentionally or recklessly damage or destroy, any part of the rental premises or a facility in the rental premises;
  - (g) to keep the resident's room and inclusions clean, having regard to their condition at the start of this agreement;
  - (h) to maintain the resident's room in a condition that does not give rise to a fire or health hazard.

*Examples of a fire hazard—*

- 1 allowing newspapers to build up in the resident's room
- 2 blocking access to the resident's room

## **16 House rules—ss 266–276**

- (1) The resident must comply with the house rules for the rental premises.
- (2) The provider must give the resident a copy of the house rules for the rental premises before entering into this agreement.
- (3) The provider or the provider's agent for the rental premises must ensure a copy of the house rules for the rental premises is displayed, at all times, at a place in the rental premises where it is likely to be seen by the residents.
- (4) At least 7 days before making any changes to the house rules for the rental premises, the provider must give a notice to the resident stating the following—
  - (a) proposed changes and the day the changes are to take effect;

- (b) that the resident may object to the changes and how an objection may be made.
- (5) However, if this agreement starts less than 7 days before the proposed changes are to take effect, the provider need only give the notice mentioned in subclause (4) when this agreement starts.

## **17 Number of occupants allowed**

- (1) No more than the number of persons stated in this agreement for item 18.1 may reside in the room.
- (2) No more than the number of persons stated in this agreement for item 18.2 may reside at the rental premises.
- (3) However, more people may reside in the room or at the rental premises if the resident and the provider agree.

## **18 Pets**

- (1) The resident may keep pets on the rental premises only if this agreement states for item 19.1 that pets are approved.
- (2) If this agreement states for item 19.1 that pets are approved and this agreement states for item 19.2 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.

## **19 Supply of locks and keys—s 250**

- (1) The provider must supply and maintain all locks necessary to ensure the resident's room are reasonably secure.
- (2) The provider must give the resident a key for each lock that secures an entry to following—
  - (a) the resident's room;

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- (b) a building or building within which the resident's room and common areas are situated.
  - (3) The resident must not make a copy of the key without the provider's permission.
  - (4) The resident must not tamper with a door lock in the rental premises.

## **20 Changing locks—s 251**

- (1) The resident may request the provider to change or repair a lock that secures entry to the resident's room if the resident reasonably believes there is the likelihood of—
  - (a) risk to the resident's safety; or
  - (b) theft of, or damage to, the resident's belongings.
- (2) The provider must not act unreasonably in failing to agree to change or repair the lock.

## **21 Fixtures or structural changes—ss 254–256**

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

*Note—*

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

- (2) The provider'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 resident may remove the fixture
- that the resident must repair damage caused when removing the fixture
- that the provider must pay for the fixture if the resident can not remove it

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- (3) If the provider does agree, the resident must comply with the terms of the provider's agreement.
- (4) The provider must not act unreasonably in failing to agree.
- (5) If the resident attaches a fixture, or makes a structural change, to the rental premises without the provider's agreement, the provider 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 rental premises for the provider's benefit (that is, treat it as belonging to the provider, without having to pay the resident for it).

**22 Provider's right to enter resident's room—ss 257–262**

The provider or the provider's agent may enter the resident's room during this agreement only if the obligations under sections 257 to 262 have been complied with.

**Division 7 When agreement ends**

**23 Ending of agreement—s 366**

- (1) This agreement ends only if—
  - (a) the resident and the provider agree in writing; or
  - (b) the provider gives a notice to leave the rental premises to the resident by a stated day and the resident leaves the rental premises; or
  - (c) the provider or resident gives a notice to the other party terminating this agreement on a stated day; or
  - (d) a tribunal makes an order terminating this agreement; or
  - (e) the resident abandons the resident's room; or

*Note—*

See section 509 for indications that a resident has abandoned their room.

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- (f) after receiving a notice from a mortgagee under section 384, the resident vacates, or is removed from, the rental premises.
- (2) Also, if a sole resident dies, this agreement terminates in accordance with section 366(7) or (8).

## **24 Condition room must be left in—s 253(i)**

At the end of this agreement, the resident must leave the resident's room and inclusions, as far as possible, in the same condition they were in at the start of this agreement, 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

## **25 Keys**

At the end of this agreement, the resident must return to the provider all keys for the resident's room and the rental premises.

## **26 Goods or money left behind in rental premises—ss 392 and 393**

- (1) The resident must take all of the residents belongings from the rental premises at the end of this agreement.
- (2) The provider must not treat belongings left behind as the provider's own property, but must deal with them under sections 392 and 393.

## **Division 9                      Miscellaneous**

### **27            Supply of goods and services—s 176**

- (1) The provider or the provider's agent must not require the resident to buy goods or services from the provider or a person nominated by the provider or agent.
- (2) Subclause (1) does not apply to a requirement about a food service, personal care service or utility service.

*Note—*

See section 176 for what is a utility service and schedule 2 of the Act for what is a food service and a personal care service.

### **28            Provider's agent**

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

### **29            Notices**

- (1) A notice under this agreement must be written and, if there is an approved form for the notice, in the approved form.
- (2) A notice from the resident to the provider may be given to the provider's agent.
- (3) A notice may be given to a party to this agreement, the provider's agent or a representative—
  - (a) by giving it to the party, agent or representative personally; or
  - (b) if an address for service for the party, agent or representative is stated in this agreement for item 1, 2, 3

- or 4—by leaving it at the address, sending it by prepaid post as a letter to the address; or
- (c) if a facsimile number for the party, agent or representative is stated in this agreement for item 1, 2, 3 or 4 and item 5 indicates that a notice may be given by facsimile—by sending it by facsimile to the facsimile number in accordance with the *Electronic Transactions (Queensland) Act 2001*; or
  - (d) if an email address for the party, agent or representative is stated in this agreement for item 1, 2, 3 or 4 and item 5 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, the provider's agent or a representative 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, agent or representative by facsimile or email.
  - (5) If no address for service is stated in this agreement for item 2 for the resident, the resident's address for service is taken to be the address of the rental premises.
  - (6) A party, the provider's agent or a representative 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, the provider's agent or a representative, the address for service, facsimile number or email address stated in the notice is taken to be the party's, agent's or representative's address for service, facsimile number or email address stated in this agreement for item 1, 2, 3 or 4.
  - (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

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- (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.
- (9) In this clause—
- representative*** means a person acting for the resident under section 525(1)(c).



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## Schedule 5 Prescribed house rules

## section 12

### 1 Residents' and guests' behaviour

- (1) Residents must not interfere with the reasonable peace, comfort or privacy of other residents.
- (2) Residents must ensure their guests do not interfere with the reasonable peace, comfort or privacy of other residents.

### 2 Maintenance of rooms

- (1) Residents must maintain their rooms—
  - (a) in a way that does not interfere with the reasonable comfort of other residents; and
  - (b) in a condition that does not create a fire or health hazard.
- (2) Residents must not intentionally or recklessly damage or destroy any part of their rooms or a facility in their rooms.

### 3 Common areas

- (1) The provider must take reasonable steps to ensure the common areas, and facilities provided in the common areas, are kept safe, clean and in good repair.
- (2) Residents must leave common areas clean and tidy after using them.
- (3) Residents must ensure their guests leave common areas clean and tidy after using them.
- (4) Common areas in these rental premises include (*insert description of common areas, e.g. lounge or television room, dining room, toilets and bathrooms, kitchen, hallway, patio, yard*).

#### **4 Guests**

Residents must ensure their guests are aware of the house rules for these rental premises.

#### **5 Access to residents' rooms**

- (1) The provider must take reasonable steps to ensure residents have quiet enjoyment of their rooms.
- (2) The provider must not enter residents' rooms other than as provided under the *Residential Tenancies and Rooming Accommodation Act 2008*.

#### **6 Door locks and keys**

- (1) Residents must not tamper with, or change, a door lock in the rental premises.
- (2) Residents must not make copies of keys without the provider's permission.

#### **7 Animals**

Residents must not keep an animal on the rental premises without the provider's permission.

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## Schedule 6 Fees

### section 34

Lessor's fee for service supplied in sale or attempted sale of caravan (s 241 of the Act)—

- |   |  |
|---|--|
| (a) if the sale price is not more than \$18,000 | 5% of the sale price   |
| (b) if the sale price is more than \$18,000     | \$936.80 plus 2.5% of the part of the sale price over \$18,000 |

## Schedule 7 Dictionary

### section 3

***general tenancy agreement*** see section 6(2).

***information statement*** means an information statement required under section 67 of the Act to be given to a tenant.

***moveable dwelling tenancy agreement*** see section 7(2).

***relevant agreement*** see section 13.

***relevant tenant*** see section 13.

***rooming accommodation information*** see section 10(2).

***State authority*** means any of the following—

- (a) the Governor in Council;
- (b) a Minister;
- (c) a department of the public service;
- (d) a statutory agency, authority or instrumentality;
- (e) a person holding or exercising the powers of a statutory office;
- (f) a person who is—
  - (i) an officer or employee of an entity mentioned in paragraph (d) or (e); and
  - (ii) acting in an official capacity as an officer or employee of the entity;
- (g) an officer appointed, or a person employed, under an Act.

***State tenancy agreement*** see section 8(2).

***tenancy information***—

- (a) for a general tenancy agreement, see section 6(3); or
- (b) for a moveable dwelling tenancy agreement, see section 7(3); or

- (c) for a State tenancy agreement, see section 8(3); or
- (d) for a community housing provider tenancy agreement, see section 8B(2).