

Queensland



*Residential Tenancies Act 1994*

# **RESIDENTIAL TENANCIES REGULATION 1995**

**Reprinted as in force on 1 January 2004  
(includes commenced amendments up to 2003 SL No. 333)**

**Reprint No. 4A**

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The reprint includes a reference to the law by which each amendment was made—see list of legislation and list of annotations in endnotes. Also see list of legislation for any uncommenced amendments.

This page is specific to this reprint. See previous reprints for information about earlier changes made under the Reprints Act 1992. A table of reprints is included in the endnotes.

**Also see endnotes for information about—**

- **when provisions commenced**
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# RESIDENTIAL TENANCIES REGULATION 1995

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# RESIDENTIAL TENANCIES REGULATION 1995

[as amended by all amendments that commenced on or before 1 January 2004]

## PART 1—PRELIMINARY

### 1 Short title

This regulation may be cited as the *Residential Tenancies Regulation 1995*.

### 2 Definitions

In this regulation—

**“general tenancy agreement”** see section 4(a).

**“moveable dwelling tenancy agreement”** see section 4(b).

**“rental bond notice”** means a notice about a rental bond given to the authority under section 59 of the Act.<sup>1</sup>

**“replacement cotenant”**, for an agreement for which there is a rental bond, means a person who, after the rental bond notice is given to the authority, becomes a cotenant in place of a former cotenant mentioned in the notice as a contributor to the rental bond (whether the person becomes a cotenant directly from the former cotenant or indirectly through another former cotenant or other former cotenants).

**“State authority”** means—

- (a) the Governor in Council; or
- (b) a Minister; or
- (c) a department of the public service; or
- (d) a statutory agency, authority or instrumentality; or
- (e) a person holding or exercising the powers of a statutory office; or

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<sup>1</sup> Section 59 (Duty to pay rental bond) of the Act

- (f) an officer or employee of—
  - (i) an agency, authority or instrumentality referred to in paragraph (d); or
  - (ii) a person referred to in paragraph (e); or
- (g) an officer appointed, or a person employed, under an Act.

**“State tenancy agreement”** see section 4(c).

## **PART 2—STANDARD TERMS**

### **3 Purpose of pt 2**

(1) The purpose of this part is to prescribe standard terms for inclusion in each residential tenancy agreement.

(2) However, this part does not apply to a tenancy agreement for a moveable dwelling premises under which the State or a State authority is the lessor.

### **4 Forms of tenancy agreement**

To help users, the following forms of tenancy agreement are provided for use under the Act—

- (a) a general form of tenancy agreement, as stated in schedule 1 (**“general tenancy agreement”**);
- (b) a form of tenancy agreement for a long tenancy (moveable dwelling), as stated in schedule 2 (**“moveable dwelling tenancy agreement”**);
- (c) a form of tenancy agreement under which the State or a State authority is the lessor, as stated in schedule 3 (**“State tenancy agreement”**).

## **5 Standard terms—Act, s 38**

(1) Each form of tenancy agreement (other than the parts excluded by section 7) contains standard terms prescribed for the Act, section 38.<sup>2</sup>

(2) The general tenancy agreement states the standard terms for each tenancy, other than a tenancy—

- (a) for a moveable dwelling premises; or
- (b) under which the State or a State authority is the lessor.

(3) The moveable dwelling tenancy agreement states the standard terms for each long tenancy (moveable dwelling).

(4) The State tenancy agreement states the standard terms for each tenancy under which the State or a State authority is the lessor.

## **6 Order and numbering of provisions**

(1) A document that purports to be an agreement is taken not to be an agreement if—

- (a) the order in which the terms appear in the document is different from the order of the terms as they appear in the standard terms for the agreement; or
- (b) the way the terms are numbered is different from the way the terms are numbered in the standard terms for the agreement.

(2) However, a subclause in an agreement may be numbered using a decimal numbering system instead of a numeric numbering system.

*Example—*

Subclauses 1(1) to (6) of a general residential tenancy agreement may be numbered as subclauses 1.1 to 1.6.

(3) If a subclause 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 subclause 26.3 of that agreement to ‘subclause (2)’ must be changed to ‘subclause 26.2’.

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2 Section 38 (Standard terms) of the Act. Section 39(2)(a) of the Act provides that a written residential tenancy agreement must include the standard terms for the agreement.

(4) In this section—

**“agreement”** means a general tenancy agreement, moveable dwelling tenancy agreement or State tenancy agreement.

## **7 Parts of forms excluded from standard terms**

The following parts of the forms are not included in the standard terms—

- (a) italicised words (words in italic script);
- (b) parentheses (upright brackets);
- (c) table cells (boxes).

## **8 Information items**

The italicised words in each item in part 1 of each of the forms require information that must, for each residential tenancy agreement to which the form relates, be properly included in the item above the words.

## **9 Examples and notes**

An example or note after a provision of a form—

- (a) is part of the provision; and
- (b) is not exhaustive and does not limit, but may extend, the meaning of the provision; and
- (c) is to be read in the context of the provision, but the provision is to prevail to the extent of any inconsistency.

## **PART 3—SIGNING RESIDENTIAL TENANCY AGREEMENTS**

### **10 Application of pt 3**

This section applies only if a residential tenancy agreement must be in writing.<sup>3</sup>

### **11 Where agreement must be signed**

The agreement must be signed by the lessor and the tenant at the foot or end of the body of the agreement.

### **12 Agreement must be witnessed**

(1) The signing of the agreement by the lessor and the tenant must each be made in the presence of at least 1 person (the “**witness**”), other than the lessor or the tenant.

(2) The witness must sign the agreement immediately below the signature of the person whose signature they witnessed.

### **13 Agreement must be dated**

The agreement must state the date the lessor and the tenant signed it.

### **14 Failure to sign, witness or date**

A failure to comply with section 11, 12 or 13 does not affect the enforceability of the agreement.<sup>4</sup>

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3 See section 39 (Written agreements required) of the Act.

4 However, see section 40 (Giving and signing written agreement) of the Act.

## **PART 4—GENERAL**

### **14A Intensive drug rehabilitation order—Act, s 20**

(1) This section applies if—

- (a) a requirement of an intensive drug rehabilitation order under the *Drug Rehabilitation (Court Diversion) Act 2000* is that the person the subject of the order reside at certain residential premises during the currency of the person's rehabilitation program under the order; and
- (b) the person is the tenant under an agreement for the premises.

(2) The Act does not apply to the agreement or premises during the currency of the rehabilitation program.

### **15 Approved supported accommodation agreements—Act, s 27**

(1) For section 27(2)<sup>5</sup> of the Act, the tenant under an approved supported accommodation agreement is a person to whom the Act does not apply if the tenant has occupied the premises for a continuous period of not more than 13 weeks.

(2) If the tenant under an approved supported accommodation agreement has occupied the premises for a continuous period of more than 13 weeks, the Act applies to the agreement as if the tenant's occupancy started on the day after the period of 13 weeks ended.

### **16 Prescribed date—Act, ss 42 and 42A**

For sections 42(7) and 42A(4)<sup>6</sup> of the Act, the date prescribed is 1 December 1999.

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<sup>5</sup> Section 27 (Headleases for approved supported accommodation) of the Act

<sup>6</sup> Sections 42 (Condition report at start of tenancy) and 42A (Condition report at end of tenancy) of the Act



**18 Payment under person's direction—Act, s 75(2)**

For section 75(2)<sup>7</sup> of the Act, a person is taken to have contributed to a rental bond if the authority is satisfied the person contributed to the rental bond.

**19 Proceeding in which lessor's agent may stand in lessor's place—Act, s 116(1)(b)**

For section 116(1)(b)<sup>8</sup> of the Act, an application a lessor or tenant may make to a tribunal is a prescribed proceeding.

**20 Prescribed period for repeated breaches—Act, ss 171A and 186A**

For sections 171A(1)(e) and 186A(1)(e)<sup>9</sup> of the Act, the period prescribed is 2 years.

**21 Prescribed value for goods left on premises—Act, s 230A(2)(a)**

For section 230A(2)(a)<sup>10</sup> of the Act, the amount prescribed is \$1 000.

**22 Storage period for goods left on premises—Act, s 230A(3)**

For section 230A(3) of the Act, the period prescribed is—

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

**23 Prescribed procedures for selling goods by auction—Act, s 230A(5)**

(1) This section prescribes procedures under section 230A(5) of the Act for a person selling goods by auction under section 230A(4) of the Act.

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7 Section 75 (Payment under person's direction) of the Act

8 Section 116 (Lessor's or agent's name and other details) of the Act

9 Sections 171A (Application for termination for repeated breaches) and 186A (Application for termination for repeated breaches) of the Act

10 Section 230A (Goods left on premises) 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 stated in the notice must be at least 7 days after the notice is published.

## **24 When a person is “related” to a director—Act, s 299(1)(a)**

A person is related to a director if—

- (a) the person is, or has been, the director’s spouse; or
- (b) the person is the director’s child and is entirely or substantially dependent on the director; or
- (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; or
- (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.

## **25 When a director is “related” to a person—Act, s 299(3)**

A director is related to a person if—

- (a) the director is, or has been, the person’s spouse; or
- (b) the person is the director’s child and is entirely or substantially dependent on the director; or
- (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; or
- (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.

## **26 When a person is “related” to an employee—Act, s 311(1)(a)**

A person is related to an employee if—

- (a) the person is, or has been, the employee’s spouse; or
- (b) the person is the employee’s child and is entirely or substantially dependent on the employee; or
- (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.

## **27 Fees**

The fees payable under the Act are in schedule 4.

# **PART 5—APPROVED REASONS FOR LISTING ON A TENANCY DATABASE**

## *Division 1—Preliminary*

## **28 Approved reasons for listing—Act, s 284C(1)(c)**

(1) This part applies to a person (the “**tenant**”) who was named as a tenant in a residential tenancy agreement (the “**agreement**”) that has ended.

(2) This part states the reasons for which the tenant may be listed on a tenancy database.

## **29 Amount owing must be more than any rental bond being held**

(1) This section applies to a reason stated in division 2 if—

- (a) the reason relates to an amount owed by the tenant; and

- (b) the authority is holding an amount of rental bond for the agreement.

(2) The reason applies only if the amount still owed by the tenant is more than the amount of rental bond being held.

### ***Division 2—Approved reasons***

#### **30 Rent arrears**

The tenant may be listed on a tenancy database if—

- (a) the lessor gave the tenant, under section 153 of the Act, a notice to remedy a breach of the agreement relating to an amount of unpaid rent; and
- (b) the tenant failed to comply with the notice within the allowed remedy period; and
- (c) the tenant still owes all or some of the amount to the lessor.

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

The tenant may be listed on a tenancy database if—

- (a) the tenant owes an amount to the lessor, arising from the agreement, that the 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 order, has passed.

#### **32 Amount owing after abandonment**

(1) The tenant may be listed on a tenancy database if—

- (a) the tenant abandoned the premises that were occupied under the agreement; and
- (b) the tenant owes an amount to the lessor under the agreement.

(2) However, subsection (1) does not apply if the tenant has made an application to a tribunal under section 221A<sup>11</sup> of the Act that has not been finally dealt with.

### **33 Objectionable behaviour**

The tenant may be listed on a tenancy database if, on an application by the lessor, a tribunal made a termination order for the agreement under section 212<sup>12</sup> of the Act.

### **34 Repeated breaches**

The tenant may be listed on a tenancy database if, on an application by the lessor, a tribunal made a termination order for the agreement under section 213A<sup>13</sup> of the Act.

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11 Section 221A (Dispute about abandonment termination notice) of the Act

12 Section 212 (Objectionable behaviour) of the Act

13 Section 213A (Repeated breaches) of the Act

**SCHEDULE 1****GENERAL TENANCY AGREEMENT**

section 4(a)

**GENERAL TENANCY AGREEMENT****PART 1—SCHEDULE****Item 1: Lessor***[Insert lessor's name.]*

Address for service

Postcode

*[Insert lessor's address for service.]*

Telephone number

*[Insert telephone number.]*

Facsimile number

*[Insert facsimile number.]*

## SCHEDULE 1 (continued)

**Item 2:** Tenant*[Insert tenant's name.]*

Address for service

Postcode

*[Insert tenant's address for service.]*

Telephone number

*[Insert telephone number.]*

Facsimile number

*[Insert facsimile number.]***Item 3:** Lessor's agent*[Insert lessor's agent's name.]* See clause 44

Address for service

Postcode

*[Insert lessor's agent's address for service.]*

Telephone number

*[Insert telephone number.]*

Facsimile number

*[Insert facsimile number.]***Item 4:** The premises—

(a) location

Postcode

*[Insert the address of the residential premises.]*

## SCHEDULE 1 (continued)

(b) inclusions

*[Insert inclusions, for example, furniture or other household goods let with the premises. Attach list if necessary.]***Item 5:** The term of the agreement is*[For a fixed term agreement, insert the term. Otherwise, leave blank or insert 'periodic'.]*

starting on

and ending on

*[Insert date tenancy is to start.]**[Insert date tenancy is to end.]*

(For continuation of tenancy, see clause 6.)

**Item 6:** Rent

\$

a week/fortnight/month

*[Insert rent amount.]* See clause 8(1).*[Circle whichever applies.]***Item 7:** Rent must be paid on the

day of each

*[Insert day.]* See clause 8(2). *[Insert week, fortnight or month.]***Item 8:** Way rent must be paid*[Insert the way the rent must be paid.]* See clause 8(3).**Item 9:** Place rent must be paid*[Insert where the rent must be paid.]* See clause 8(4) to (6).**Item 10:** Rental bond

\$

*[Insert amount.]* See clause 13.**Item 11:** The tenant must pay the charges for the following services supplied to the premises—

(a) electricity

(b) gas



## SCHEDULE 1 (continued)

(c) water (If 'yes', see clause 17.) (d) telephone 

[Write 'yes' or 'no' for each of (a) to (c).] See clause 16(1).

(e) another prescribed service 

[State any other service that tenant must pay.] See clause 16(1) and (2).

**Item 12:** If the premises are not individually metered for a service under item 11(a), (b), (d) or (e) the tenant must pay an apportionment of the cost of the service as follows—

(a) for electricity (b) for gas (c) for telephone (d) for another prescribed service stated in item 11(e) 

[Insert how apportion for each is worked out (for example, by stating a percentage of the total charge).] See clause 16(1)(c).

**Item 13:** How the charge for each service under item 12 is recoverable—

(a) for electricity (b) for gas (c) for telephone (d) for another prescribed service stated in item 11(e) 

[Insert for each how the tenant must pay.] See clause 16(1)(d) and (2).

**Item 14:** Number of persons allowed to reside on the premises

[Insert number.] See clause 23.

## SCHEDULE 1 (continued)

**Item 15:** Are there any body corporate by-laws applicable to the occupation of the premises by a tenant? If so, has the tenant received a copy of the relevant by-laws?

*[If body corporate by-laws apply, write 'yes' or 'no'. Otherwise leave blank.] See clause 22.*

**Item 16:** (a) Pets approved

*[Write 'yes' or 'no'.] See clause 24(1).*

(b) Only the following pet types or numbers may be kept—





*[Insert type.]*

*[Insert number.] See clause 24(2).*

**Item 17:** Nominated repairers—

Electrical repairs

Telephone

Plumbing repairs

Telephone

Other

Telephone

*[Insert name and telephone number for each.] See clause 31.*

## SCHEDULE 1 (continued)

**PART 2—INTRODUCTION****1 Agreement made under Residential Tenancies Act 1994**

(1) This residential tenancy agreement is made under section 39 of the Act.

(2) It includes the standard terms for this agreement required under the Act.

(3) The Act also imposes duties on, and gives entitlements to, the lessor and the tenant that are taken to be included as terms of this agreement.

(4) All other terms of this agreement (“**special terms**”) are set out in part 11 of this agreement.

(5) A duty or entitlement under the Act overrides a standard or special term if it is inconsistent with the duty or entitlement.

(6) A standard term overrides a special term if they are inconsistent.

**2 Reading this agreement**

(1) In this agreement—

- (a) words have the same meaning they have under the Act and, subject to the Act, the Acts Interpretation Act 1954 also applies; and
- (b) words in the singular include the plural and words in the plural include the singular; and
- (c) a reference to a person generally includes a reference to a corporation and an unincorporated body; and
- (d) a reference to “**the premises**” includes the inclusions for the premises stated in item 4(b); and
- (e) a reference to a numbered section is a reference to the section in the Act with that number.

(2) A reference in the body of this agreement to a numbered item is a reference to the item with that number in the schedule.

**SCHEDULE 1 (continued)**

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

- the lessor enters the premises in contravention of the rules of entry under section 109 to 111.
- the tenant does not sign and return the entry condition report to the lessor under section 42.

**3 More than 1 lessor or tenant**

(1) This clause applies if more than 1 person is named in item 1 or item 2.

(2) Each lessor named in item 1 must perform all of the lessor's obligations under this agreement.

(3) Each tenant named in 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.

**PART 3—PERIOD OF TENANCY****4 Start of tenancy**

(1) The tenancy starts on the day stated in item 5.

(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 42**

(1) The lessor must prepare, in the approved form, sign and give the tenant 2 copies of a condition report for the premises.

(2) The copies must be given—

**SCHEDULE 1 (continued)**

- (a) if the tenancy starts on or after the signing of this agreement—when this agreement is given to the tenant for signing; or
- (b) if the tenant becomes entitled to occupy the premises under this agreement after it was signed—on or before the day the tenant became entitled to occupy.

(3) The tenant must mark the copies of the report to show any parts the tenant disagrees with, and sign and return 1 copy to the lessor within a period ending 3 days after the tenant is entitled to occupy the premises.

Note: A well completed entry 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.

**6 Continuation if a fixed term agreement—s 46**

(1) This clause applies if—

- (a) this is a fixed term agreement and a special term does not provide for the continuance of this agreement after the day the term ends; and
- (b) a notice to leave, a notice of intention to leave or an abandonment termination notice has not been given by the lessor or the tenant to the other before the day the term ends; and
- (c) the tenant continues to occupy the premises after that day.

(2) This agreement (other than any term about this agreement's term) continues to apply on the basis that the tenant is holding over under a periodic tenancy.

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

**7 Costs may apply to early ending of fixed term agreement—s 96(1A)**

If this is a fixed term agreement and the tenant terminates it before the term ends in a way not allowed by the Act, 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 230, the lessor has a general duty to mitigate (avoid or reduce) loss or expense.

## SCHEDULE 1 (continued)

**PART 4—RENT****8 When, how and where rent must be paid—ss 47 and 48**

- (1) The tenant must pay the rent stated in item 6.
- (2) The rent must be paid at the times stated in item 7.
- (3) The rent must be paid—
  - (a) in the way stated in item 8; or
  - (b) in another way agreed after the signing of this agreement by—
    - (i) the lessor or tenant giving the other party a written notice proposing the way; and
    - (ii) the other party agreeing to the proposal in writing; or
  - (c) if there is no way stated in item 8 or no other way agreed—in an approved way under section 47.<sup>14</sup>
- (4) The rent must be paid at the place stated in item 9.

(5) However, if, after the signing of this agreement, the lessor gives a written 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 item 9 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 or agent's office.

**9 Rent in advance—s 49**

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's rent.

Note: Under section 49(2), the lessor must not require a payment of rent under this agreement in a period for which rent has already been paid.

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14 Section 47 (How rent to be paid) of the Act

**SCHEDULE 1 (continued)****10 Rent increases—s 53**

(1) If the lessor proposes to increase the rent, the lessor must give written 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—

- (a) for a periodic agreement—2 months after the notice is given; or
- (b) for a fixed term agreement—1 month after the notice is given.

(4) Subject to an order of a tribunal under section 53A,<sup>15</sup> 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 provides for a rent increase and 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 53A**

(1) If a notice of proposed rent increase is given and the tenant considers the increase is excessive, the tenant may, under section 53A, apply to a tribunal for an order setting aside or reducing the increase.

(2) However, the application must be made—

- (a) for a periodic agreement—within 30 days after the notice is received; or
- (b) for fixed term agreement—before the term ends.

**12 Rent decreases—s 54**

Under section 54, the rent may decrease in certain situations.

Note: For details of the situations, see the information statement.

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<sup>15</sup> Section 53A (Tenant's application to tribunal about rent increase) of the Act

## SCHEDULE 1 (continued)

**PART 5—RENTAL BOND****13 Rental bond required—ss 57 and 59**

(1) The tenant must, when the tenant signs this agreement, pay any rental bond stated in item 10 to the lessor or the lessor's agent.

(2) However, a special term may require the bond to be paid at another stated time or by stated instalments.

Note: There is a maximum bond that may be required. See section 77 and the information statement.

(3) 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.

(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 65 to 74. Delay in applying may mean that payment is made on another application for payment.

**14 Increase in bond—s 83**

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

- (a) the rent increases and the lessor gives written 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 following the giving of a notice 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 (at least 1 month after the tenant receives the notice) by which the increase must be made.



## SCHEDULE 1 (continued)

**PART 6—OUTGOINGS****15 Outgoings—s 89**

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 and environment levies and land tax.

**16 General service charges—ss 90 and 91**

(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) item 11 states the tenant must pay the charge; and
- (c) either—
  - (i) the premises are individually metered for the service; or
  - (ii) item 12 states how the tenant's apportionment of the cost of the service is to be worked out; and
- (d) item 13 states how the charge may be recovered by the lessor from the tenant.

Note: Section 91(3) limits the amount the tenant must pay.

(2) Item 11(e) applies only if it states a service or facility prescribed under section 90(1)(b).<sup>16</sup>

**17 Water service charges—ss 90(1A) and 91A**

(1) The tenant must pay charges for water supplied to the premises (including water fit for human consumption delivered to the premises by vehicle) if—

- (a) item 11(c) states the tenant must pay the charge; and
- (b) the premises are individually metered for the supply.

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16 Section 90 (Meaning of “service charge”) of the Act

**SCHEDULE 1 (continued)**

**(2)** However, the tenant does not have to pay—

- (a) for water for which the lessor should reasonably be liable; or
- (b) an amount for the supply that is more than the amount charged by the relevant supply authority for the quantity of water supplied.

**(3)** The tenant must pay the amount of the charge to the lessor within 1 month of the lessor giving the tenant a copy of appropriate documents about the incurring of the amount.

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.

## **PART 7—RIGHTS AND OBLIGATIONS CONCERNING THE PREMISES DURING TENANCY**

### **Division 1—Occupation and use of premises**

#### **18 No legal impediments to occupation—s 99**

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 Standard Building Law before the premises can lawfully be occupied
- the zoning of the land might prevent use of the land as a residence.

#### **19 Vacant possession and quiet enjoyment—ss 100 and 101**

**(1)** The lessor must ensure the tenant has vacant possession of the premises (other than any part that a special term states the tenant does not

**SCHEDULE 1 (continued)**

have a right to occupy exclusively) on the day the tenant is entitled to occupy the premises under this agreement.

(2) The lessor must take reasonable steps to ensure the tenant has quiet enjoyment of the premises.

(3) The lessor or 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 109–114**

The lessor or the lessor's agent may enter the premises during the tenancy only under sections 109 to 114.<sup>17</sup>

Note: See the information statement for details.

**21 Tenant's use of premises—ss 6 and 102**

(1) The tenant may use the premises only as a place of residence or mainly as a place of residence or for some other 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 which 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.

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<sup>17</sup> Sections 109 (Grounds for entry), 110 (Notice of entry), 111 (General qualifications about entry), 112 (Rules of entry), 113 (Entry under order of tribunal) and 114 (Unlawful entry of premises) of the Act

**SCHEDULE 1 (continued)****22 Units and townhouses—s 45**

(1) The lessor must give the tenant a copy of any body corporate by-laws under the Body Corporate and Community Management Act 1997 that apply to the occupation of the premises or any common area available for use by the tenant with the premises.

(2) The tenant must comply with any of the by-laws that apply to the occupation of the premises by the tenant or to any common area available for use by the tenant with the premises.

**23 Number of occupants allowed**

No more than the number of persons stated in item 14 may reside in the premises.

**24 Pets**

(1) The tenant may keep pets on the premises only if item 16(a) states that pets are approved.

(2) If item 16(a) states that pets are approved and item 16(b) states 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 the type may be kept.

**Division 2—Standard of premises****25 Lessor's obligations—s 103**

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

- (a) the premises are clean and fit for the tenant to live in and are in good repair; and

**SCHEDULE 1 (continued)**

- (b) the lessor is not in breach of a law dealing with issues about the health and safety of persons using or entering the premises.

**(2) While the tenancy continues, the lessor must—**

- (a) maintain the premises in good repair and in a way that the premises remain fit for the tenant to live in; and
- (b) ensure any law dealing with issues about the health and safety of persons using or entering the premises is complied with; and
- (c) keep any common area included in the premises clean.

Note: For details about the maintenance, see the information statement.

**(3) In this clause—**

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

**26 Tenant’s obligations—s 106(1A) and (2)**

**(1)** The tenant must keep the premises clean, having regard to their condition at the start of the tenancy.

**(2)** The tenant must not intentionally, maliciously or negligently damage, or allow someone else to intentionally, maliciously or negligently damage, the premises.

**Division 3—The dwelling****27 Supply of locks and keys—s 120**

The lessor must supply and maintain all locks necessary to ensure the premises are reasonably secure and give a key for each lock to the tenant.

**28 Changing locks—ss 121 and 122**

**(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.

**SCHEDULE 1 (continued)**

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 tribunal orders that a key not be given or the other party agrees to not being given a key.

**29 Fixtures or structural changes—ss 117–119**

(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 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 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).

**SCHEDULE 1 (continued)****Division 4—Damage and repairs****30 Meaning of emergency and routine repairs—ss 123A and 123B**

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

- (a) a burst water service;
- (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 premises for hot water, cooking or heating;
- (j) a fault or damage that makes 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 for the premises that unduly inconveniences a resident in gaining access to, or using, the premises.

(2) “**Routine repairs**” are repairs that are not emergency repairs.

**31 Nominated repairer for emergency repairs—s 124**

(1) The lessor’s nominated repairer for emergency repairs of a particular type may be stated either in item 17 or in a written 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.

**SCHEDULE 1 (continued)****32 Notice of damage—s 125**

(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 126 and 127**

(1) The tenant may arrange for a suitably qualified person to make emergency 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 127(2) and (3) and 128 and the information statement.

**PART 8—RESTRICTIONS ON TRANSFER OR  
SUBLETTING BY TENANT****34 General—ss 144 and 146**

(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



**SCHEDULE 1 (continued)**

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 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.

Note: See clause 36 and the information statement for more information on how a tenancy may be terminated under the Act.

**35 State assisted lessors or employees of lessor—s 143**

(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 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.

**PART 9—WHEN AGREEMENT ENDS****36 Termination—s 151**

This agreement terminates 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 the day stated in the notice (the “**handover day**”) or later; or

**SCHEDULE 1 (continued)**

- (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.

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.

**37 Condition premises must be left in—s 106(3)**

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, or changes that happen with aging.

**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 115(2)**

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 address, tell the lessor or the agent the tenant's new residential or postal address unless the tenant has a reasonable excuse for not telling the lessor or agent the new address.

**40 Exit condition report—s 42A**

(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 2 copies 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.

**SCHEDULE 1 (continued)**

Note: For the required 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 must, within 3 business days after receiving the copies of the report—

- (a) sign the copies; and
- (b) if the lessor does not agree with the report—show the parts of the report the lessor disagrees with by marking the copies in an appropriate way; and
- (c) either—
  - (i) if the tenant has given a forwarding address to the lessor or lessor's agent—return a copy to the tenant at the address; or
  - (ii) if a forwarding address has not been given—keep the copies.

**(3)** The lessor must keep a copy of the condition report signed by both parties for at least 6 months after this agreement ends.

**41 Goods or documents left behind on premises—ss 230A–230C**

**(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 230A to 230C<sup>18</sup> of the Act.

Note: For details of the lessor's obligations under sections 230A to 230C, 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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<sup>18</sup> Sections 230A (Goods left on premises), 230B (Documents left on premises) and 230C (Application about goods left on premises) of the Act

## SCHEDULE 1 (continued)

**PART 10—MISCELLANEOUS****42 No other payments required from tenant—s 95A**

The tenant is not required to pay an amount for entering into, extending or continuing this agreement, other than an amount for rent, a rental bond, or a fee or other amount required or permitted to be paid under the Act.

**43 Costs—s 39(6)**

The lessor must pay all costs of preparing this agreement.

**44 Lessor's agent**

(1) The name and address for service of the lessor's agent is stated in 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.

**45 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 the schedule states an address for service for the party or agent—by leaving it at the address, sending it by prepaid post as a letter to the address or by sending it by facsimile to the address.

**SCHEDULE 1 (continued)**

(4) If no address for service is stated in item 2 for the tenant, the tenant's address for service is taken to be the address of the premises.

(5) A party or the agent may change his or her address for service only by giving written notice to each other party of a new address for service.

(6) On the giving of a notice of new address for service for a party or the lessor's agent, the address for service stated in the schedule is taken to be the new address.

(7) Unless the contrary is proved—

- (a) a notice left at an address for service under this clause 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 that all pages of the notice have been successfully sent.

**PART 11—SPECIAL TERMS**

*[Insert any special terms here. See clause 1(4).]*

**SCHEDULE 2****MOVEABLE DWELLING TENANCY AGREEMENT**

section 4(b)

**MOVEABLE DWELLING TENANCY AGREEMENT****PART 1—SCHEDULE****Item 1: Lessor***[Insert lessor's name.]*

Address for service

Postcode

*[Insert lessor's address for service.]*

Telephone number

*[Insert telephone number.]*

Facsimile number

*[Insert facsimile number.]*

## SCHEDULE 2 (continued)

**Item 2: Tenant***[Insert tenant's name.]*

Address for service

Postcode

*[Insert tenant's address for service.]*

Telephone number

*[Insert telephone number.]*

Facsimile number

*[Insert facsimile number.]***Item 3: Lessor's agent***[Insert lessor's agent's name.]* See clause 49

Address for service

Postcode

*[Insert lessor's agent's address for service.]*

Telephone number

*[Insert telephone number.]*

Facsimile number

*[Insert facsimile number.]***Item 4: The park***[Insert name, address or other description of the moveable dwelling park where the site is.]*

## SCHEDULE 2 (continued)

**Item 5:** The premises—(a) the site  Postcode *[Identify the site where the moveable dwelling is or is intended to be situated, eg. by its site number.]*(b) the moveable dwelling *[Describe the dwelling.]*(c) inclusions, other than the moveable dwelling *[Insert inclusions, for example, annexe, furniture or other household goods let with the premises. Attach list if necessary.]***Item 6:** The term of the agreement is *[For a fixed term agreement, insert the term. Otherwise, leave blank or insert 'periodic'.]*starting on  /  /  and ending on  /  / *Insert date tenancy is to start.**[[Insert date tenancy is to end.]*

(For continuation of tenancy, see clause 6.)

**Item 7:** Rent \$  a week/fortnight/month*[Insert rent amount.] See clause 8(1) and 17. [Circle whichever applies.]***Item 8:** Rent must be paid on the  day of each *[Insert day.] See clause 8(2). [Insert week, fortnight or month.]***Item 9:** Way rent must be paid *[Insert the way the rent must be paid.] See clause 8(3).***Item 10:** Place rent must be paid *[Insert where the rent must be paid.] See clause 8(4) to (6).*



## SCHEDULE 2 (continued)

**Item 11:** Rental bond\$ *[Insert amount.]* See clause 13.**Item 12:** The tenant must pay the charges for the following services supplied to the premises—

(a) electricity

(b) gas

(c) water

(d) telephone

*[Write 'yes' or 'no' for each.]* See clause 16.

(e) another prescribed service

*[State any other service the tenant must pay.]* See clause 16(5).**Item 13:** Are there any park rules for the park? If so, has the tenant received a copy of the park rules?*[If body corporate by-laws apply write 'yes' or 'no'. Otherwise leave blank.]* See clause 22.**Item 14:** Number of persons allowed to reside on the premises*[Insert number.]* See clause 23.**Item 15:** (a) Pets approved*[Write 'yes' or 'no'.]* See clause 24(1).

(b) Only the following pet types or numbers may be kept—

*[Insert type.]**[Insert number.]* See clause 24(2).

## SCHEDULE 2 (continued)

**Item 16:** Nominated repairers—

Electrical repairs	<input type="text"/>	Telephone	<input type="text"/>
Plumbing repairs	<input type="text"/>	Telephone	<input type="text"/>
Other	<input type="text"/>	Telephone	<input type="text"/>

*[Insert name and telephone number for each.]* See clause 31.

## SCHEDULE 2 (continued)

**PART 2—INTRODUCTION****1 Agreement made under Residential Tenancies Act 1994**

(1) This residential tenancy agreement is made under section 39 of the Act.

(2) It includes the standard terms for this agreement required under the Act.

(3) The Act also imposes duties on, and gives entitlements to, the lessor and the tenant that are taken to be included as terms of this agreement.

(4) All other terms of this agreement are called “**special terms**”.

(5) Any rules for the time being in force made by the owner of the moveable dwelling park stated in item 4 (the “**park**”) about the use, enjoyment, control and management of the park (“**park rules**”) are special terms.

Note: Section 133(2) limits the scope of the park rules. See also clause 22.

(6) All special terms, other than park rules, are set out in part 12 of this agreement.

(7) A duty or entitlement under the Act overrides a standard or special term if it is inconsistent with the duty or entitlement.

(8) A standard term overrides a special term if they are inconsistent.

**2 Reading this agreement**

(1) A reference in the body of this agreement to a numbered item is a reference to the item with that number in the schedule.

(2) In this agreement—

- (a) words have the same meaning they have under the Act and, subject to the Act, the Acts Interpretation Act 1954 also applies; and
- (b) words in the singular include the plural and words in the plural include the singular; and
- (c) a reference to a person generally includes a reference to a corporation and an unincorporated body; and

**SCHEDULE 2 (continued)**

(d) a reference to a numbered section is a reference to the section in the Act with that number.

(3) Unless the context or subject matter otherwise indicates or requires—

**“mobile home occupier”** means an occupier under the Mobile Homes Act 1989.

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

**“the premises”** includes the inclusions for the premises stated in item 5(c).

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

- the lessor enters the premises in contravention of the rules of entry under section 109 to 111.
- the tenant does not sign and return the entry condition report to the lessor under section 42.

**3 More than 1 lessor or tenant**

(1) This clause applies if more than 1 person is named in item 1 or item 2.

(2) Each lessor named in item 1 must perform all of the lessor’s obligations under this agreement.

(3) Each tenant named in 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.

**PART 3—PERIOD OF TENANCY****4 Start of tenancy**

(1) The tenancy starts on the day stated in item 6.

**SCHEDULE 2 (continued)**

(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 42**

(1) The lessor must prepare, in the approved form, sign and give the tenant 2 copies of a condition report for the premises.

(2) The copies must be given—

- (a) if the tenancy starts on or after the signing of this agreement—when this agreement is given to the tenant for signing; or
- (b) if the tenant becomes entitled to occupy the premises under this agreement after it was signed—on or before the day the tenant became entitled to occupy.

(3) The tenant must mark the copies of the report to show any parts the tenant disagrees with, and sign and return 1 copy to the lessor within a period ending 3 days after the tenant is entitled to occupy the premises.

Note: A well completed entry 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.

**6 Continuation if a fixed term agreement—s 46**

(1) This clause applies if—

- (a) this is a fixed term agreement and a special term does not provide for the continuance of this agreement after the day the term ends; and
- (b) a notice to leave, a notice of intention to leave or an abandonment termination notice has not been given by the lessor or the tenant to the other before the day the term ends; and
- (c) the tenant continues to occupy the premises after that day.

(2) This agreement (other than any term about this agreement's term) continues to apply on the basis that the tenant is holding over under a periodic tenancy.

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

**SCHEDULE 2 (continued)****7 Costs may apply to early ending of fixed term agreement—s 96(1A)**

If this is a fixed term agreement and the tenant terminates it before the term ends in a way not allowed by the Act, 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 40 and the information statement. Under section 230, the lessor has a general duty to mitigate (avoid or reduce) loss or expense.

**PART 4—RENT****8 When, how and where rent must be paid—ss 47 and 48**

(1) Subject to clause 17, the tenant must pay the rent stated in item 7.

(2) The rent must be paid at the times stated in item 8.

(3) The rent must be paid—

(a) in the way stated in item 9; or

(b) in another way agreed after the signing of this agreement by—

(i) the lessor or tenant giving the other party a written notice proposing the way; and

(ii) the other party agreeing to the proposal in writing; or

(c) if there is no way stated in item 9 or no other way agreed—in an approved way under section 47.<sup>19</sup>

(4) The rent must be paid at the place stated in item 10.

(5) However, if, after the signing of this agreement, the lessor gives a written 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.

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<sup>19</sup> Section 47 (How rent to be paid) of the Act

**SCHEDULE 2 (continued)**

**(6)** If no place is stated in 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 or agent's office.

**9 Rent in advance—s 49**

The lessor may require the tenant to pay rent in advance only if the payment is no more than 2 weeks rent.

Note: Under section 49(2), the lessor must not require a payment of rent under this agreement in a period for which rent has already been paid.

**10 Rent increases—s 53**

**(1)** If the lessor proposes to increase the rent, the lessor must give written 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—

(a) for a periodic agreement—2 months after the notice is given; or

(b) for a fixed term agreement—1 month after the notice is given.

**(4)** Subject to an order of a tribunal under section 53A,<sup>20</sup> 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 provides for a rent increase and 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.

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<sup>20</sup> Section 53A (Tenant's application to tribunal about rent increase) of the Act

**SCHEDULE 2 (continued)****11 Application to tribunal about excessive increase—s 53A**

(1) If a notice of proposed rent increase is given and the tenant considers the increase is excessive, the tenant may, under section 53A, apply to a tribunal for an order setting aside or reducing the increase.

(2) However, the application must be made—

- (a) for a periodic agreement—within 30 days after the notice is received; or
- (b) for fixed term agreement—before the term ends.

**12 Rent decreases—s 54**

Under section 54, the rent may decrease in certain situations.

Note: For details of the situations, see the information statement.

**PART 5—RENTAL BOND****13 Rental bond required—ss 57 and 59**

(1) The tenant must, when the tenant signs this agreement, pay any rental bond stated in item 11 to the lessor or the lessor's agent.

(2) However, a special term may require the bond to be paid at another stated time or by stated instalments.

Note: There is a maximum bond that may be required. See section 77 and the information statement.

(3) 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.

(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 65 to 74. Delay in applying may mean that payment is made on another application for payment.



**SCHEDULE 2 (continued)****14 Increase in bond—s 83**

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

- (a) the rent increases and the lessor gives written 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 following the giving of a notice 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 (at least 1 month after the tenant receives the notice) by which the increase must be made.

**PART 6—OUTGOINGS****15 Outgoings—s 89**

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 and environment levies and land tax.

**16 Service charges—ss 90 and 92**

(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) item 12 states the tenant must pay the charge; 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—

## SCHEDULE 2 (continued)

- (a) if a way for working out the amount payable by the tenant is prescribed under a regulation—the amount worked out in the way prescribed; or
- (b) if a way is not prescribed—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 a copy of appropriate documents about the incurring of the amount.

(5) Item 12(e) applies only if it states a service or facility prescribed under section 90(2)(b).<sup>21</sup>

## **17 Services for which rent is attributable that become unavailable—s 93**

(1) This clause applies if—

- (a) the tenant is not required to pay a service charge; 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—

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21 Section 90 (Meaning of “service charge”) of the Act

**SCHEDULE 2 (continued)**

- (a) each service for which an amount of rent is attributable; and
- (b) the amount attributed to the service.

**PART 7—RIGHTS AND OBLIGATIONS CONCERNING  
THE PREMISES DURING TENANCY*****Division 1—Occupation and use of premises*****18 No legal impediments to occupation—s 99**

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 Standard Building Law 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 100 and 101**

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

(2) The lessor must take reasonable steps to ensure the tenant has quiet enjoyment of the premises.

(3) The lessor or lessor's agent must not interfere with the reasonable peace, comfort or privacy of the tenant in using the premises.

## SCHEDULE 2 (continued)

**20 Lessor's right to enter the premises—ss 109–114**

(1) The lessor or the lessor's agent may enter the premises during the tenancy only under sections 109 to 114.<sup>22</sup>

Note: See the information statement for details.

(2) The lessor or agent may, under section 110(4), enter the site to carry out maintenance of the site without giving the notice of entry required by section 110(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 and the type of maintenance for which the entry is allowed.

**21 Tenant's use of premises—ss 6 and 102**

(1) The tenant may use the premises only as a place of residence or mainly as a place of residence or for some other 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 which 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

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<sup>22</sup> Sections 109 (Grounds for entry), 110 (Notice of entry), 111 (General qualifications about entry), 112 (Rules of entry), 113 (Entry under order of tribunal) and 114 (Unlawful entry of premises) of the Act

**SCHEDULE 2 (continued)**

- (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 35(2), 44 and 131–141**

(1) The lessor must give the tenant a copy of the park rules when this agreement is given to the tenant for signing.

(2) 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.

(3) If the tenant has been given a copy of the park rules, the tenant must comply with the rules.

(4) 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 133 to 141 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 item 14 may reside in the premises.

**24 Pets**

(1) The tenant may keep pets on the premises only if item 15(a) states that pets are approved.

(2) If item 15(a) states that pets are approved and item 15(b) states 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 the type may be kept.

## SCHEDULE 2 (continued)

**Division 2—Standard of premises****25 Lessor's obligations—ss 103–105**

(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 and 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 mobile home occupier 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 and 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 site is a fit site for a moveable dwelling; and
- (b) if the premises are not site-only premises—
  - (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 and safety of persons using or entering the premises is complied with; and
  - (iii) keep any common area included in the premises clean; and

## SCHEDULE 2 (continued)

- (c) if the premises are moveable dwelling premises in a moveable dwelling park and the lessor is not a mobile home occupier for the premises—

- (i) keep the facilities clean; and
  - (ii) maintain the facilities in good repair and in a way that the facilities remain fit for the tenant to use.

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

**26 Tenant’s obligations—ss 106(1A) and (2), 107 and 108**

(1) If the premises are site-only premises, the tenant must also keep the premises in a way that does not detract from the general standards of the park, or other general area, where the premises are situated.

(2) 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 intentionally, maliciously or negligently damage, or allow someone else to intentionally, maliciously or negligently damage, the premises.

(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.

(4) 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, maliciously or negligently damage a facility in the park.

**SCHEDULE 2 (continued)****Division 3—The dwelling****27 Supply of locks and keys—s 120**

The lessor must supply and maintain all locks necessary to ensure the premises are reasonably secure and give a key for each lock to the tenant.

**28 Changing locks—ss 121 and 122**

(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 tribunal orders that a key not be given or the other party agrees to not being given a key.

**29 Fixtures or structural changes—ss 117–119**

(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 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.



**SCHEDULE 2 (continued)**

(3) If the lessor does agree, the tenant must comply with the terms of the 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).

**Division 4—Damage and repairs****30 Meaning of emergency and routine repairs—ss 123A and 123B**

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

- (a) a burst water service;
- (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 premises for hot water, cooking or heating;
- (j) a fault or damage that makes premises unsafe or insecure;
- (k) a fault or damage likely to injure a person, damage property or unduly inconvenience a resident of the premises;

**SCHEDULE 2 (continued)**

- (1) a serious fault in a staircase, lift or other common area for the premises that unduly inconveniences a resident in gaining access to, or using, the premises.
- (2) **“Routine repairs”** are repairs that are not emergency repairs.

**31 Nominated repairer for emergency repairs—s 124**

(1) The lessor’s nominated repairer for emergency repairs of a particular type may be stated either in item 16 or in a written 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 125**

(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 126 and 127**

(1) The tenant may arrange for a suitably qualified person to make emergency 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.

**SCHEDULE 2 (continued)**

(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 127(2) and (3) and 128 and the information statement.

**PART 8—RESTRICTIONS ON TRANSFER OR  
SUBLETTING BY TENANT****34 General—ss 144 and 146**

(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 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.

Note: See clause 40 and the information statement for more information on how a tenancy may be terminated under the Act.

**35 State assisted lessors or employees of lessor—s 143**

(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 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.

## SCHEDULE 2 (continued)

**PART 9—RELOCATION****36 Notice to relocate to another site—s 130**

(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 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 to that might be necessary or desirable:  
Maintenance, repairs, upgrading and restoration.

- (ii) the lessor is a mobile home occupier for the dwelling and the lessor must, under a “relevant agreement” under the Mobile Homes Act 1989, reposition it.

(b) the other site is, as far as practicable, reasonably comparable to the site currently occupied by the tenant.

(2) The notice must be written, identify the other site and state the period and the reasons for the relocation

(3) If the relocation is to carry out work, or 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, but at least 1 month after the giving of the notice.

**37 Restriction against enforcing relocation—s 130A**

The lessor 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.

**38 Effect of relocation—s 131**

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

**SCHEDULE 2 (continued)****39 Costs of relocation—s 132**

(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.

**PART 10—WHEN AGREEMENT ENDS****40 Termination—s 151**

This agreement terminates 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 the day stated in the notice (the “**handover day**”) or later; 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.

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.

**41 Condition premises must be left in—s 106(3)**

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, or changes that happen with aging.

**SCHEDULE 2 (continued)****42 Keys**

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

**43 Tenant's forwarding address—s 115(2)**

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 address, tell the lessor or the agent the tenant's new residential or postal address unless the tenant has a reasonable excuse for not telling the lessor or agent the new address.

**44 Exit condition report—s 42A**

(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 2 copies 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 required 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 must, within 3 business days after receiving the copies of the report—

- (a) sign the copies; and
- (b) if the lessor does not agree with the report—show the parts of the report the lessor disagrees with by marking the copies in an appropriate way; and
- (c) either—
  - (i) if the tenant has given a forwarding address to the lessor or lessor's agent—return a copy to the tenant at the address; or
  - (ii) if a forwarding address has not been given—keep the copies.

(3) The lessor must keep a copy of the condition report signed by both parties for at least 6 months after this agreement ends.

## SCHEDULE 2 (continued)

**45 Goods or documents left behind on premises—ss 230A–230C**

(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 230A to 230C<sup>23</sup> of the Act.

Note: For details of the lessor's obligations under sections 230A to 230C, 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 230A(3), there is a prescribed storage period of 3 months for a caravan, its contents and other goods used in occupying the caravan. For any other goods the prescribed storage period is 1 month.

**PART 11—MISCELLANEOUS****46 No other payments required from tenant—s 95A**

The tenant is not required to pay an amount for entering into, extending or continuing this agreement, other than an amount for rent, a rental bond, or a fee or other amount required or permitted to be paid under the Act.

**47 Supply of goods and services—s 142**

(1) The lessor must not require the tenant to buy goods or services from the lessor or a person nominated by the lessor (the “**nominated supplier**”).

(2) Subclause (1) does not apply to a requirement made by the lessor about reticulated gas if a tribunal, on the lessor's application, authorises the lessor or nominated supplier to supply the gas to the tenant.

**48 Costs—s 39(6)**

The lessor must pay all costs of preparing this agreement.

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<sup>23</sup> Sections 230A (Goods left on premises), 230B (Documents left on premises) and 230C (Application about goods left on premises) of the Act

**SCHEDULE 2 (continued)****49 Lessor's agent**

(1) The name and address for service of the lessor's agent is stated in 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.

**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 the schedule states an address for service for the party or agent—by leaving it at the address, sending it by prepaid post as a letter to the address or by sending it by facsimile to the address.

(4) If no address for service is stated in item 2 for the tenant, the tenant's address for service is taken to be the address of the premises.

(5) A party or the agent may change his or her address for service only by giving written notice to each other party of a new address for service.

(6) On the giving of a notice of new address for service for a party or the lessor's agent, the address for service stated in the schedule is taken to be the new address.

(7) Unless the contrary is proved—

- (a) a notice left at an address for service under this clause is taken to have been received by the party to whom the address relates when the notice was left at the address; and



**SCHEDULE 2 (continued)**

- (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 that all pages of the notice have been successfully sent.

**PART 12—SPECIAL TERMS**

*[Insert any special terms here. See clause 1(6).]*

**SCHEDULE 3****STATE TENANCY AGREEMENT**

section 4(c)

**STATE TENANCY AGREEMENT****PART 1—SCHEDULE****Item 1:** Lessor*[Insert lessor's name.]*

Address for service

Postcode

*[Insert lessor's address for service.]*

Telephone number

*[Insert telephone number.]*

Facsimile number

*[Insert facsimile number.]*

## SCHEDULE 3 (continued)

**Item 2: Tenant***[Insert tenant's name.]*

Address for service

Postcode

*[Insert tenant's address for service.]*

Telephone number

*[Insert telephone number.]*

Facsimile number

*[Insert facsimile number.]***Item 3: Lessor's agent***[Insert lessor's agent's name.]* See clause 43

Address for service

Postcode

*[Insert lessor's agent's address for service.]*

Telephone number

*[Insert telephone number.]*

Facsimile number

*[Insert facsimile number.]***Item 4: The premises—**

(a) location

Postcode

*[Insert the address of the residential premises.]*

## SCHEDULE 3 (continued)

(b) inclusions

*[Insert inclusions, for example, furniture or other household goods let with the premises. Attach list if necessary.]*

(c) non-standard items

*[Insert any non-standard items.]* See clause 24(3).**Item 5:** The term of the agreement is*[For a fixed term agreement, insert the term. Otherwise, leave blank or insert 'periodic'.]*

starting on

and ending on

*[Insert date tenancy is to start.]**[Insert date tenancy is to end.]*

(For continuation of tenancy, see clause 6.)

**Item 6:** Rent at start of tenancy \$  a week/fortnight/month*[Insert rent amount.]* See clause 8.*[Circle whichever applies.]***Item 7:** Rent must be paid on the  day of each *[Insert day.]* See clause 9(1). *[Insert week, fortnight or month.]***Item 8:** Way rent must be paid*[Insert the way the rent must be paid.]* See clause 9(2).**Item 9:** Place rent must be paid*[Insert where the rent must be paid.]* See clause 9(3) to (5).**Item 10:** Rental bond*[Insert amount.]* See clause 13.

## SCHEDULE 3 (continued)

**Item 11:** The tenant must pay the charges for the following services supplied to the premises—

(a) electricity

(b) gas

(c) water (If 'yes', see clause 16.)

(d) telephone

[Write 'yes' or 'no' for each.] See clause 15(1).

(e) another prescribed service

[State any other service that tenant must pay.] See clause 15(1) and (2).

**Item 12:** If the premises are not individually metered for a service under item 11(a), (b), (d) or (e) the tenant must pay an apportionment of the cost of the service as follows—

(a) for electricity

(b) for gas

(c) for telephone

(d) for another prescribed service stated in item

[Insert how apportion for each is worked out (for example, by stating a percentage of the total charge).] See clause 15(1)(c).

**Item 13:** How the charge for each service under item 12 is recoverable—

(a) for electricity

(b) for gas

(c) for telephone

(d) for another prescribed service stated in item 11(e)

[Insert for each how the tenant must pay.] See clause 15(1)(d) and (2).

## SCHEDULE 3 (continued)

**Item 14:** Are there any body corporate by-laws applicable to the occupation of the premises by a tenant? If so, has the tenant received a copy of the relevant by-laws?

*[If body corporate by-laws apply, write 'yes' or 'no'. Otherwise leave blank.] See clause 21.*

**Item 15:** Number of persons allowed to reside on the premises

*[Insert number.] See clause 22*

**Item 16:** (a) Pets approved

*[Write 'yes' or 'no'.] See clause 23(1).*

(b) Only the following pet types or numbers may be kept—





*[Insert type.]*

*[Insert number.] See clause 23(2).*

**Item 17:** Nominated repairers—

Electrical repairs	<input type="text"/>	Telephone	<input type="text"/>
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Plumbing repairs	<input type="text"/>	Telephone	<input type="text"/>
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Other	<input type="text"/>	Telephone	<input type="text"/>
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*[Insert name and telephone number for each.] See clause 30.*

## SCHEDULE 3 (continued)

**PART 2—INTRODUCTION****1 Agreement made under Residential Tenancies Act 1994**

(1) This residential tenancy agreement is made under section 39 of the Act.

(2) It includes the standard terms for this agreement required under the Act.

(3) The Act also imposes duties on, and gives entitlements to, the lessor and the tenant that are taken to be included as terms of this agreement.

(4) All other terms of this agreement (“**special terms**”) are set out in part 11 of this agreement.

(5) A duty or entitlement under the Act overrides a standard or special term if it is inconsistent with the duty or entitlement.

(6) A standard term overrides a special term if they are inconsistent.

**2 Reading this agreement**

(1) In this agreement—

- (a) words have the same meaning they have under the Act and, subject to the Act, the Acts Interpretation Act 1954 also applies; and
- (b) words in the singular include the plural and words in the plural include the singular; and
- (c) a reference to a person generally includes a reference to a corporation and an unincorporated body; and
- (d) a reference to “**the premises**” includes the inclusions for the premises stated in item 4(b); and
- (e) a reference to a numbered section (other than to a section of the Housing Act 2003) is a reference to the section in the Act with that number.

(2) A reference in the body of this agreement to a numbered item is a reference to the item with that number in the schedule.

**SCHEDULE 3 (continued)**

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

- the lessor enters the premises in contravention of the rules of entry under section 109 to 111.
- the tenant does not sign and return the entry condition report to the lessor under section 42.

**3 More than 1 lessor or tenant**

(1) This clause applies if more than 1 person is named in item 1 or item 2.

(2) Each lessor named in item 1 must perform all of the lessor's obligations under this agreement.

(3) Each tenant named in 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.

**PART 3—PERIOD OF TENANCY****4 Start of tenancy**

(1) The tenancy starts on the day stated in item 5.

(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 42**

(1) This clause applies only if the tenancy starts on or after 1 December 1999.

(2) The lessor must prepare, in the approved form, sign and give the tenant 2 copies of a condition report for the premises.

(3) The copies must be given—



**SCHEDULE 3 (continued)**

- (a) if the tenancy starts on or after the signing of this agreement—when this agreement is given to the tenant for signing; or
- (b) if the tenant becomes entitled to occupy the premises under this agreement after it was signed—on or before the day the tenant became entitled to occupy.

(4) The tenant must mark the copies of the report to show any parts the tenant disagrees with, and sign and return 1 copy to the lessor within a period ending 3 days after the tenant is entitled to occupy the premises.

Note: A well completed entry 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.

**6 Continuation if a fixed term agreement—s 46**

(1) This clause applies if—

- (a) this is a fixed term agreement and a special term does not provide for the continuance of this agreement after the day the term ends; and
- (b) a notice to leave, a notice of intention to leave or an abandonment termination notice has not been given by the lessor or the tenant to the other before the day the term ends; and
- (c) the tenant continues to occupy the premises after that day.

(2) This agreement (other than any term about this agreement's term) continues to apply on the basis that the tenant is holding over under a periodic tenancy.

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

**7 Costs may apply to early ending of fixed term agreement—s 96(1A)**

If this is a fixed term agreement and the tenant terminates it before the term ends in a way not allowed by the Act, 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 35 and the information statement. Under section 230, the lessor has a general duty to mitigate (avoid or reduce) loss or expense.

## SCHEDULE 3 (continued)

**PART 4—RENT****8 Amount**

(1) The amount of the rent is the amount stated in item 6.

(2) However, if the lessor is the chief executive of the department in which the Housing Act 2003 is administered, acting on behalf of the State—

- (a) the amount is the amount calculated by the chief executive from time to time under the Public Housing Procedures Manual published by the department;<sup>24</sup> and
- (b) an amount stated in item 6 is included for the tenant's information only.

**9 When, how and where rent must be paid—ss 47 and 48**

(1) The rent must be paid at the times stated in item 7.

(2) The rent must be paid—

- (a) in the way stated in item 8; or
- (b) in another way agreed after the signing of this agreement by—
  - (i) the lessor or tenant giving the other party a written notice proposing the way; and
  - (ii) the other party agreeing to the proposal in writing; or
- (c) if there is no way stated in item 8 or no other way agreed—in an approved way under section 47.<sup>25</sup>

(3) The rent must be paid at the place stated in item 9.

(4) However, if, after the signing of this agreement, the lessor gives a written 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.

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24 The Public Housing Procedures Manual may be inspected during business hours at any office of the Department of Housing.

25 Section 47 (How rent to be paid) of the Act

**SCHEDULE 3 (continued)**

(5) If no place is stated in item 9 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 or agent's office.

**10 Rent in advance—s 49**

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's rent.

Note: Under section 49(2), the lessor must not require a payment of rent under this agreement in a period for which rent has already been paid.

**11 Rent adjustments**

(1) The lessor may decrease or increase the rent only by giving written notice of the proposed decrease or increase to the tenant.

(2) The notice must state the amount of the decreased or increased rent and the day from when it is payable.

(3) If the rent is increased, the day stated must not be earlier than—

- (a) the day provided for in a special term; or
- (b) if a special term does not provide for the day—7 days after the notice is given.

(4) A rent increase is payable by the tenant only if the rent is increased under this clause.

(5) This clause does not apply if the lessor is the chief executive of the department in which the Housing Act 2003 is administered, acting on behalf of the State

**12 Rent decreases—s 54**

Under section 54, the rent may decrease in certain situations.

Note: For details of the situations, see the information statement.

## SCHEDULE 3 (continued)

**PART 5—RENTAL BOND****13 Rental bond required—ss 57 and 59**

(1) The tenant must, when the tenant signs this agreement, pay any rental bond stated in item 10 to the lessor or the lessor's agent.

(2) However, a special term may require the bond to be paid at another stated time or by stated instalments.

Note: There is a maximum bond that may be required. See section 77 and the information statement.

(3) 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.

(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 65 to 74. Delay in applying may mean that payment is made on another application for payment.

**14 Increase in bond—s 83**

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

- (a) the rent increases and the lessor gives written 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 following the giving of a notice 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 (at least 1 month after the tenant receives the notice) by which the increase must be made.

## SCHEDULE 3 (continued)

**PART 6—OUTGOINGS****15 General service charges—ss 90 and 91**

(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) item 11 states the tenant must pay the charge; and
- (c) either—
  - (i) the premises are individually metered for the service; or
  - (ii) item 12 states how the tenant's apportionment of the cost of the service is to be worked out; and
- (d) item 13 states how the charge may be recovered by the lessor from the tenant.

Note: Section 91(3) limits the amount the tenant must pay.

(2) Item 11(e) applies only if it states a service or facility prescribed under section 90(1)(b).<sup>26</sup>

**16 Water service charges—ss 90(1A) and 91A**

(1) The tenant must pay charges for water supplied to the premises (including water fit for human consumption delivered to the premises by vehicle) if—

- (a) item 11(c) states the tenant must pay the charge; and
- (b) the premises are individually metered for the supply.

(2) However, the tenant does not have to pay—

- (a) for water for which the lessor should reasonably be liable; or
- (b) an amount for the supply that is more than the amount charged by the relevant supply authority (“**the supplier**”) for the quantity of water supplied.

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26 Section 90 (Meaning of “service charge”) of the Act

**SCHEDULE 3 (continued)**

**(3)** The tenant must pay the amount of the charge to the lessor within 1 month of the lessor giving the tenant a copy of appropriate documents about the incurring of the amount.

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.

**PART 7—RIGHTS AND OBLIGATIONS CONCERNING  
THE PREMISES DURING TENANCY****Division 1—Occupation and use of premises****17 No legal impediments to occupation—s 99**

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 Standard Building Law before the premises can lawfully be occupied
- the zoning of the land might prevent use of the land as a residence.

**18 Vacant possession and quiet enjoyment—ss 100 and 101**

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

**(2)** The lessor must take reasonable steps to ensure the tenant has quiet enjoyment of the premises.

**(3)** The lessor or lessor's agent must not interfere with the reasonable peace, comfort or privacy of the tenant in using the premises.

**SCHEDULE 3 (continued)****19 Lessor's right to enter the premises—ss 109–114**

The lessor or the lessor's agent may enter the premises during the tenancy only under sections 109 to 114.

Note: See the information statement for details.

**20 Tenant's use of premises—ss 6 and 102**

(1) The tenant may use the premises only as a place of residence or mainly as a place of residence or for some other 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 which 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.

**21 Units and townhouses—s 45**

(1) The lessor must give the tenant a copy of any body corporate by-laws under the Body Corporate and Community Management Act 1997 that apply to the occupation of the premises or any common area available for use by the tenant with the premises.

(2) The tenant must comply with any of the by-laws that apply to the occupation of the premises by the tenant or to any common area available for use by the tenant with the premises.

**SCHEDULE 3 (continued)****22 Number of occupants allowed**

No more than the number of persons stated in item 15 may reside in the premises.

**23 Pets**

(1) The tenant may keep pets on the premises only if item 16(a) states that pets are approved.

(2) If item 16(a) states that pets are approved and item 16(b) states 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 the type may be kept.

**Division 2—Standard of the premises****24 Lessor's obligations—s 103**

(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) keep any common area included in the premises clean.

Note: For details about the maintenance, see the information statement.



**SCHEDULE 3 (continued)**

(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 not necessary and reasonable to make the premises a fit place in which to live; and
- (b) the non-standard items are not a risk to health or safety; and
- (c) 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 premises and inclusions supplied with premises stated in item 4(c).

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

**25 Tenant’s obligations—s 106(1A) and (2)**

(1) The tenant must keep the premises clean, having regard to their condition at the start of the tenancy.

(2) The tenant must not intentionally, maliciously or negligently damage, or allow someone else to intentionally, maliciously or negligently damage, the premises.

**Division 3—The dwelling****26 Supply of locks and keys—s 120**

The lessor must supply and maintain all locks necessary to ensure the premises are reasonably secure and give a key for each lock to the tenant.

**27 Changing locks—ss 121 and 122**

(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

**SCHEDULE 3 (continued)**

- (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 tribunal orders that a key not be given or the other party agrees to not being given a key.

**28 Fixtures or structural changes—ss 117–119**

(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 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 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).

**SCHEDULE 3 (continued)****Division 4—Damage and repairs****29 Meaning of emergency and routine repairs—ss 123A and 123B**

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

- (a) a burst water service;
- (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 premises for hot water, cooking or heating;
- (j) a fault or damage that makes 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 for the premises that unduly inconveniences a resident in gaining access to, or using, the premises.

(2) “**Routine repairs**” are repairs that are not emergency repairs.

**30 Nominated repairer for emergency repairs—s 124**

(1) The lessor’s nominated repairer for emergency repairs of a particular type may be stated either in item 17 or in a written 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.

**SCHEDULE 3 (continued)****31 Notice of damage—s 125**

(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.

**32 Emergency repairs arranged by tenant—ss 126 and 127**

(1) The tenant may arrange for a suitably qualified person to make emergency 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 127(2) and (3) and 128 and the information statement.

**PART 8—RESTRICTIONS ON TRANSFER OR  
SUBLETTING BY TENANT****33 Lessor's agreement required—s 143**

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.

**SCHEDULE 3 (continued)**

Note: See clause 35 and the information statement for more information on how a tenancy may be terminated under the Act.

**34 Expenses that lessor may claim—s 146**

The lessor 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.

**PART 9—WHEN AGREEMENT ENDS****35 Termination—s 151**

This agreement terminates 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 the day stated in the notice (the **“handover day”**) or later; 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.

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.

**36 Condition premises must be left in—s 106(3)**

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.

**SCHEDULE 3 (continued)**

Examples of what may be fair wear and tear: Wear that happens during normal use, or changes that happen with aging.

**37 Keys**

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

**38 Tenant's forwarding address—s 115(2)**

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 address, tell the lessor or the agent the tenant's new residential or postal address unless the tenant has a reasonable excuse for not telling the lessor or agent the new address.

**39 Exit condition report—s 42A**

(1) This clause applies only if the tenancy starts on or after 1 December 1999.

(2) 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 2 copies 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 required 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.

(3) The lessor must, within 3 business days after receiving the copies of the report—

- (a) sign the copies; and
- (b) if the lessor does not agree with the report—show the parts of the report the lessor disagrees with by marking the copies in an appropriate way; and
- (c) either—
  - (i) if the tenant has given a forwarding address to the lessor or lessor's agent—return a copy to the tenant at the address; or

**SCHEDULE 3 (continued)**

- (ii) if a forwarding address has not been given—keep the copies.

(4) The lessor must keep a copy of the condition report signed by both parties for at least 6 months after this agreement ends.

**40 Goods or documents left behind on premises—ss 230A–230C**

(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 230A to 230C of the Act.

Note: For details of the lessor's obligations under sections 230A to 230C, 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.

**PART 10—MISCELLANEOUS****41 No other payments required from tenant—s 95A**

The tenant is not required to pay an amount for entering into, extending or continuing this agreement, other than an amount for rent, a rental bond, or a fee or other amount required or permitted to be paid under the Act.

**42 Costs—s 39(6)**

The lessor must pay all costs of preparing this agreement.

**43 Lessor's agent**

(1) The name and address for service of the lessor's agent is stated in 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

**SCHEDULE 3 (continued)**

- (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 the schedule states an address for service for the party or agent—by leaving it at the address, sending it by prepaid post as a letter to the address or by sending it by facsimile to the address.

(4) If no address for service is stated in item 2 for the tenant, the tenant's address for service is taken to be the address of the premises.

(5) A party or the agent may change his or her address for service only by giving written notice to each other party of a new address for service.

(6) On the giving of a notice of new address for service for a party or the lessor's agent, the address for service stated in the schedule is taken to be the new address.

(7) Unless the contrary is proved—

- (a) a notice left at an address for service under this clause 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 that all pages of the notice have been successfully sent.



## SCHEDULE 3 (continued)

**PART 11—SPECIAL TERMS**

*[Insert any special terms here. See clause 1(4).]*

**SCHEDULE 4****FEES**

section 27

\$

Lessor's fee for service supplied in sale or attempted sale of caravan (s 147 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     | \$900 plus 2.5% of the part of sale price over \$18 000 |

## ENDNOTES

### 1 Index to endnotes

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### 2 Date to which amendments incorporated

This is the reprint date mentioned in the Reprints Act 1992, section 5(c). Accordingly, this reprint includes all amendments that commenced operation on or before 1 January 2004. Future amendments of the Residential Tenancies Regulation 1995 may be made in accordance with this reprint under the Reprints Act 1992, section 49.

### 3 Key

#### Key to abbreviations in list of legislation and annotations

Key	Explanation	Key	Explanation
AIA	= Acts Interpretation Act 1954	(prev)	= previously
amd	= amended	proc	= proclamation
amdt	= amendment	prov	= provision
ch	= chapter	pt	= part
def	= definition	pubd	= published
div	= division	R[X]	= Reprint No.[X]
exp	= expires/expired	RA	= Reprints Act 1992
gaz	= gazette	reloc	= relocated
hdg	= heading	renum	= renumbered
ins	= inserted	rep	= repealed
lap	= lapsed	(retro)	= retrospectively
notfd	= notified	rv	= revised edition
o in c	= order in council	s	= section
om	= omitted	sch	= schedule
orig	= original	sdiv	= subdivision
p	= page	SIA	= Statutory Instruments Act 1992
para	= paragraph	SIR	= Statutory Instruments Regulation 2002
prec	= preceding	SL	= subordinate legislation
pres	= present	sub	= substituted
prev	= previous	unnum	= unnumbered

## 4 Table of reprints

Reprints are issued for both future and past effective dates. For the most up-to-date table of reprints, see the reprint with the latest effective date.

If a reprint number includes a letter of the alphabet, the reprint was released in unauthorised, electronic form only.

TABLE OF REPRINTS

Reprint No.	Amendments included	Effective	Reprint date
1	none	3 April 1995	3 April 1995
2	to 1995 SL No. 189	16 June 1995	26 June 1995
2A	to 1996 SL No. 205	10 August 1996	7 November 1996
3	to 1998 SL No. 285	1 December 1998	1 December 1998 (Column discontinued) Notes
3A	to 2003 SL No. 54	1 April 2003	R3B withdrawn, see R4
3B	to 2003 SL No. 161	1 August 2003	
4	to 2003 SL No. 161	1 August 2003	
4A	to 2003 SL No. 333	1 January 2004	

## 5 List of legislation

### **Residential Tenancies Regulation 1995 SL No. 36**

made by the Governor in Council on 23 February 1995

notfd gaz 24 February 1995 pp 816–8

ss 1–2 commenced on date of notification

remaining provisions commenced 3 April 1995 (see s 2)

exp 1 September 2005 (see SIA s 54)

Note—The expiry date may have changed since this reprint was published. See the latest reprint of the SIR for any change.

amending legislation—

### **Residential Tenancies Amendment Regulation (No. 1) 1995 SL No. 189**

notfd gaz 16 June 1995 pp 1251–2

s 4 commenced 3 April 1995 (see s 2)

remaining provisions commenced on date of notification

### **Residential Tenancies Amendment Regulation (No. 1) 1996 SL No. 205**

notfd gaz 9 August 1996 pp 1751–2

ss 1–2 commenced on date of notification

remaining provisions commenced 10 August 1996 (see s 2)

### **Residential Tenancies Amendment Regulation (No. 1) 1998 SL No. 285**

notfd gaz 23 October 1998 pp 660–61

ss 1–2 commenced on date of notification

remaining provisions commenced 1 December 1998 (see s 2)

**Discrimination Law (Marital Status) Amendment Regulation (No. 1) 2003 SL No. 54**  
**ss 1–3 sch**

notfd gaz 28 March 2003 pp 1125–9

ss 1–2 commenced on date of notification

remaining provisions commenced 1 April 2003 (see s 2)

**Residential Tenancies Amendment Regulation (No. 1) 2003 SL No. 161**

notfd gaz 11 July 2003 pp 924–5

ss 1–2 commenced on date of notification

remaining provisions commenced 1 August 2003 (see s 2)

**Housing Regulation 2003 SL No. 333 ss 1–2(1), 59 sch 4**

notfd gaz 12 December 2003 pp 1203–7

ss 1–2 commenced on date of notification

remaining provisions commenced 1 January 2004 (see s 2(1))

## **6 List of annotations**

**Definitions**

- s 2** prev s 2 om R2 (see RA s 37)  
 pres s 2 (prev s 3) renum 1998 SL No. 285 s 4(3)  
 def “**Act’s general maintenance provisions**” om 1996 SL No. 205 s 4(1)  
 def “**approved supported accommodation agreement**” om 1998 SL No. 285 s 4(1)  
 def “**essential term provision**” om 1998 SL No. 285 s 4(1)  
 def “**general tenancy agreement**” ins 1998 SL No. 285 s 4(2)  
 def “**moveable dwelling tenancy agreement**” ins 1998 SL No. 285 s 4(2)  
 def “**non-standard items**” om 1996 SL No. 205 s 4  
 def “**qualifying provision**” om 1998 SL No. 285 s 4(1)  
 def “**rental bond instalments**” om 1996 SL No. 205 s 4  
 def “**rental purchase plan agreement**” om 1996 SL No. 205 s 4  
 def “**share**” om 1996 SL No. 205 s 4  
 def “**State authority**” ins 1998 SL No. 285 s 4(2)  
 def “**State tenancy agreement**” ins 1998 SL No. 285 s 4(2)

**PART 2—STANDARD TERMS****pt hdg** sub 1998 SL No. 285 s 5**Purpose of pt 2****s 3** ins 1998 SL No. 285 s 5**Forms of tenancy agreement****s 4** amd 1996 SL No. 205 s 5

sub 1998 SL No. 285 s 5

**Agreements to which Act does not apply—Act, s 341****s 4A** ins 1995 SL No. 189 s 4

exp 31 December 1995 (see s 4A(2))

**Standard terms—Act, s 38****s 5** prev s 5 sub 1996 SL No. 205 s 6

exp 31 December 1997 (see s 10B)  
pres s 5 ins 1998 SL No. 285 s 5

**Order and numbering of provisions**

**s 6** sub 1998 SL No. 285 s 5

**Information statement**

**s 6A** ins 1995 SL No. 189 s 5  
sub 1996 SL No. 205 s 7  
exp 31 December 1997 (see s 10B)

**Additional provisions about rental bonds**

**s 6B** ins 1995 SL No. 189 s 5  
sub 1996 SL No. 205 s 7  
exp 31 December 1997 (see s 10B)

**Making new agreements—Act, s 46**

**s 6C** ins 1995 SL No. 189 s 5  
om 1996 SL No. 205 s 7

**Parts of forms excluded from standard terms**

**s 7** prev s 7 sub 1996 SL No. 205 s 7  
exp 31 December 1997 (see s 10B)  
pres s 7 ins 1998 SL No. 285 s 5

**Information items**

**s 8** sub 1998 SL No. 285 s 5

**Examples and notes**

**s 9** prev s 9 sub 1996 SL No. 205 s 8  
exp 31 December 1997 (see s 10B)  
pres s 9 ins 1998 SL No. 285 s 5

**PART 3—SIGNING RESIDENTIAL TENANCY AGREEMENTS**

**pt hdg** sub 1998 SL No. 285 s 5

**Application of pt 3**

**s 10** prev s 10 sub 1996 SL No. 205 s 8  
exp 31 December 1997 (see s 10B)  
pres s 10 ins 1998 SL No. 285 s 5

**References to rental bonds received for affected (holiday letting) agreements**

**s 10A** ins 1995 SL No. 189 s 6  
sub 1996 SL No. 205 s 8  
exp 31 December 1997 (see s 10B)

**Expiry**

**s 10B** ins 1996 SL No. 205 s 8  
exp 31 December 1997 (see s 10B)

**Where agreement must be signed**

**s 11** amd 1996 SL No. 205 s 9  
sub 1998 SL No. 285 s 5

**Agreement must be witnessed**

**s 12** sub 1998 SL No. 285 s 5

**Agreement must be dated**

s 13 sub 1998 SL No. 285 s 5

**Failure to sign, witness or date**

s 14 sub 1998 SL No. 285 s 5

**PART 4—GENERAL**

pt hdg sub 1998 SL No. 285 s 5

**Intensive drug rehabilitation order—Act, s 20**

s 14A ins 2003 SL No. 161 s 4

**Approved supported accommodation agreements—Act, s 27**

s 15 sub 1998 SL No. 285 s 5

**Prescribed date—Act, ss 42 and 42A**

s 16 sub 1998 SL No. 285 s 5

**‘Allowed period’ for applying to tribunal about rental bond dispute—Act, s 69**

s 17 ins 1998 SL No. 285 s 5

om 2003 SL No. 161 s 5

**Payment under person’s direction—Act, s 75(2)**

s 18 ins 1998 SL No. 285 s 5

**Proceeding in which lessor’s agent may stand in lessor’s place—Act, s 116(1)(b)**

s 19 (prev s 20) renum 1998 SL No. 285 s 8

**Prescribed period for repeated breaches—Act, ss 171A and 186A**

s 20 ins 1998 SL No. 285 s 9

**Prescribed value for goods left on premises—Act, s 230A(2)(a)**

s 21 ins 1998 SL No. 285 s 9

**Storage period for goods left on premises—Act, s 230A(3)**

s 22 prev s 22 om 1998 SL No. 285 s 11

pres s 22 ins 1998 SL No. 285 s 9

**Prescribed procedures for selling goods by auction**

s 23 prev s 22 om 1998 SL No. 285 s 11

pres s 22 ins 1998 SL No. 285 s 9

**When a person is “related” to a director—Act, s 299(1)(a)**

s 24 prev s 24 om 1998 SL No. 285 s 11

pres s 24 (prev s 17) amd 1995 SL No. 189 s 7

reloc and renum 1998 SL No. 285 s 7

amd 2003 SL No. 54 s 3 sch

**When a director is “related” to a person—Act, s 299(3)**

s 25 (prev s 18) amd 1995 SL No. 189 s 8

reloc and renum 1998 SL No. 285 s 7

amd 2003 SL No. 54 s 3 sch

**When a person is “related” to an employee—Act s 311(1)(a)**

s 26 (prev s 19) reloc and renum 1998 SL No. 285 s 7

amd 2003 SL No. 54 s 3 sch

**Fees**

**s 27** (prev s 21) amd 1996 SL No. 205 s 9; 1998 SL No. 285 s 10(1)  
reloc and renum 1998 SL No. 285 s 10(2)

**PART 5—APPROVED REASONS FOR LISTING ON A TENANCY DATABASE**

**pt hdg** prev pt 5 hdg om 1998 SL No. 285 s 5  
pres pt 5 hdg ins 2003 SL No. 161 s 6

**Division 1—Preliminary**

**div 1 (ss 28–29)** ins 2003 SL No. 161 s 6

**Division 2—Approved reasons**

**div 2 (ss 30–34)** ins 2003 SL No. 161 s 6

**PART 6—WHEN PERSONS ARE RELATED TO OTHER PERSONS**

**pt hdg** prev pt 6 hdg om 1998 SL No. 285 s 6

**PART 7—GENERAL**

**pt hdg** prev pt 7 hdg om 1998 SL No. 285 s 6

**PART 8—TRANSITIONAL PROVISIONS**

**pt hdg** prev pt 8 hdg om 1998 SL No. 285 s 11

**SCHEDULE 1—GENERAL TENANCY AGREEMENT**

prev sch 1 ins 1996 SL No. 205 s 12  
exp 31 December 1997 (see s 10B)  
pres sch 1 ins 1998 SL No. 285 s 12

**Increase in bond—s 83**

**s 14** amd 2003 SL No. 161 s 7

**SCHEDULE 2—MOVEABLE DWELLING TENANCY AGREEMENT**

(prev sch 1) renum 1996 SL No. 205 s 11  
sub 1998 SL No. 285 s 12

**Increase in bond—s 83**

**s 14** amd 2003 SL No. 161 s 8

**SCHEDULE 3—STATE TENANCY AGREEMENT**

ins 1998 SL No. 285 s 12

**Reading this agreement**

**s 2** amd 2003 SL No. 333 s 59 sch 4

**Amount**

**s 8** amd 2003 SL No. 333 s 59 sch 4

**Rent adjustments**

**s 11** amd 2003 SL No. 333 s 59 sch 4

**Increase in bond—s 83**

**s 14** amd 2003 SL No. 161 s 9



**SCHEDULE 4—FEES**

(prev sch 3 (orig sch 2)) renum 1996 SL No. 205 s 11  
amd 1998 SL No. 285 s 13(1)–(3)  
renum 1998 SL No. 285 s 13(4)