

Queensland

Residential Tenancies and Rooming Accommodation Act 2008

Residential Tenancies and Rooming Accommodation Regulation 2025

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Queensland

Residential Tenancies and Rooming Accommodation Regulation 2025

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Residential Tenancies and Rooming Accommodation Regulation 2025

Part 1 Preliminary

1 Short title

This regulation may be cited as the *Residential Tenancies and Rooming Accommodation Regulation 2025*.

2 Commencement

This regulation commences on 1 September 2025.

3 Dictionary

The dictionary in schedule 8 defines particular words used in this regulation.

Part 2 Applications for residential tenancies and rooming accommodation

Division 1 Applications for residential tenancies

4 Information for required application form—Act, s 57B

(1) For section 57B(4)(g) of the Act, the following information is prescribed—

(a) the prospective tenant's date of birth;

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(b) the number of occupants intended to reside in the premises;

(c) the number of the occupants intended to reside in the premises who are under 18 years;

(d) the number and type of any pets intended to be kept at the premises if approved by the lessor;

(e) the number of each of the following types of vehicles the prospective tenant intends to park on the premises—

(i) boats;

(ii) caravans;

(iii) cars;

(iv) heavy vehicles;

(v) trailers;

(vi) any other motor vehicles;

(f) if the premises are a moveable dwelling in, or intended to be situated in, a moveable dwelling park—the number of each of the types of vehicles mentioned in paragraph (e)(i) to (vi) that the prospective tenant intends to park in the moveable dwelling park;

(g) if the prospective tenant can not provide details about their current employment or income—details about the prospective tenant's financial ability to pay rent, other than statements of credit accounts or bank accounts belonging to the prospective tenant detailing transactions.

(2) In this section—

heavy vehicle means a heavy vehicle under the Heavy Vehicle National Law (Queensland).

5 Restricted way for submitting application—Act, s 57B

For section 57B(7) of the Act, definition *restricted way*, paragraph (b), a way that requires the prospective tenant to

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pay an amount in relation to submitting the application is prescribed to be a restricted way.

Examples of ways that require a prospective tenant to pay an amount in relation to submitting an application—

1 The prospective tenant is required to pay for a background check to be conducted to submit the application.

2 The prospective tenant is required to pay a fee to submit the application to a real estate agent using a particular online platform.

Division 2 Applications for rooming accommodation

6 Information for required application form—Act, s 76C

(1) For section 76C(3)(g) of the Act, the following information is prescribed—

(a) the prospective resident's date of birth;

(b) the number of occupants intended to reside in the room;

(c) the number of the occupants intended to reside in the room who are under 18 years;

(d) the number and type of any pets intended to be kept at the rental premises if approved by the provider;

(e) the number of each of the following types of vehicles the prospective resident intends to park on the rental premises—

(i) boats;

(ii) caravans;

(iii) cars;

(iv) heavy vehicles;

(v) trailers;

(vi) any other motor vehicles;

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(f) if the prospective resident can not provide details about their current employment or income—details about the prospective resident's financial ability to pay rent, other than statements of credit accounts or bank accounts belonging to the prospective resident detailing transactions.

(2) In this section—

heavy vehicle means a heavy vehicle under the Heavy Vehicle National Law (Queensland).

7 Restricted way for submitting application—Act, s 76C

For section 76C(6) of the Act, definition *restricted way*, paragraph (b), a way that requires the prospective resident to pay an amount in relation to submitting the application is prescribed to be a restricted way.

Examples of ways that require a prospective resident to pay an amount in relation to submitting an application—

1 The prospective resident is required to pay for a background check to be conducted to submit the application.

2 The prospective resident is required to pay a fee to submit the application to a real estate agent using a particular online platform.

Part 3 Standard terms and replacement terms

Division 1 Preliminary

8 Application of part

(1) This part applies to a residential tenancy agreement other than the following—

(a) a residential tenancy agreement for moveable dwelling premises under which the State is the lessor;

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(b) a residential tenancy agreement that is not in writing.

(2) Also, this part applies to a rooming accommodation agreement other than a rooming accommodation agreement that is not in writing.

Division 2 Residential tenancy agreements

9 Purpose of division

For section 55 of the Act, this division prescribes standard terms for inclusion in a residential tenancy agreement to which this part applies.

10 General tenancy agreements

(1) Schedule 1, part 2 states the standard terms for a residential tenancy agreement to which this part applies, other than a residential tenancy agreement—

(a) for moveable dwelling premises; or

(b) that is a State tenancy agreement.

(2) A residential tenancy agreement to which the standard terms in schedule 1, part 2 apply is a ***general tenancy agreement***.

(3) Schedule 1, part 1 states the information (the ***tenancy information***) about a residential tenancy that must be included in a general tenancy agreement.

(4) However, the tenancy information mentioned in any of the following items of schedule 1, part 1 is not required to be included in a general tenancy agreement—

(a) item 1.2;

(b) item 2.2;

(c) item 3.2;

(d) item 10.

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11 Moveable dwelling tenancy agreements

(1) Schedule 2, part 2 states the standard terms for a residential tenancy agreement for a long tenancy (moveable dwelling) to which this part applies.

(2) A residential tenancy agreement to which the standard terms in schedule 2, part 2 apply is a ***moveable dwelling tenancy agreement***.

(3) Schedule 2, part 1 states the information (also the ***tenancy information***) about a residential tenancy that must be included in a moveable dwelling tenancy agreement.

(4) However, the tenancy information mentioned in any of the following items of schedule 2, part 1 is not required to be included in a moveable dwelling tenancy agreement—

(a) item 1.2;

(b) item 2.2;

(c) item 3.2;

(d) item 11.

12 State tenancy agreements

(1) Schedule 3, part 2 states the standard terms for a residential tenancy agreement under which—

(a) the lessor is the chief executive of the housing department, acting on behalf of the State; or

(b) the lessor is the State and the tenant is an officer or employee of the State.

(2) A residential tenancy agreement to which the standard terms in schedule 3, part 2 apply is a ***State tenancy agreement***.

(3) Schedule 3, part 1 states the information (also the ***tenancy information***) about a residential tenancy that must be included in a State tenancy agreement.

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(4) However, the tenancy information mentioned in any of the following items of schedule 3, part 1 is not required to be included in a State tenancy agreement—

(a) item 1.2;

(b) item 2.2;

(c) item 3.2;

(d) item 10.

Division 3 Community housing provider tenancy agreements

13 Purpose of division

For section 527C of the Act, this division prescribes replacement terms for inclusion in a community housing provider tenancy agreement.

14 Community housing provider tenancy agreements

(1) Schedule 4, part 2 states the replacement terms for a community housing provider tenancy agreement.

(2) Schedule 4, part 1 states the information (also the ***tenancy information***) for the replacement terms about a residential tenancy that must be included in a community housing provider tenancy agreement.

(3) However, the tenancy information mentioned in any of the following items of schedule 4, part 1 is not required to be included in a community housing provider tenancy agreement—

(a) item 1.2;

(b) item 2.2;

(c) item 3.2;

(d) item 10.

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(4) The tenancy information of a community housing provider tenancy agreement is taken to include—

(a) the following details, if a notice given under section 527C(5)(a) of the Act includes the details—

(i) the lessor as item 1;

(ii) the lessor's agent as item 3;

(iii) the rent amount as item 7;

(iv) the day of payment of rent as item 8;

(v) the methods of payment of rent as item 9;

(vi) the place of payment of rent as item 10;

(vii) the payment of services for the premises as item 12;

(viii) how the services must be paid for as item 14; and

(b) the details of the tenancy information for a former agreement, other than tenancy information mentioned in paragraph (a).

(5) In this section—

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

item, in relation to tenancy information, means an item in schedule 4, part 1.

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Division 4 Rooming accommodation agreements

15 Purpose of division

For section 73 of the Act, this division prescribes standard terms for inclusion in a rooming accommodation agreement to which this part applies.

16 Rooming accommodation agreements

(1) Schedule 5, part 2 states the standard terms for a rooming accommodation agreement to which this part applies.

(2) Schedule 5, part 1 states the information (the ***rooming accommodation information***) about rooming accommodation that must be included in a rooming accommodation agreement.

(3) However, the rooming accommodation information mentioned in any of the following items of schedule 5, part 1 is not required to be included in a rooming accommodation agreement—

(a) item 1.2;

(b) item 2.2;

(c) item 3.2;

(d) item 4.2;

(e) item 12.

Division 5 Other matters

17 Order and numbering of provisions

(1) A document purporting to be a residential tenancy agreement or rooming accommodation agreement is taken not to include the standard terms or replacement terms if—

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(a) the order in which the standard terms or replacement terms appear in the document is different from the order of the terms as they appear in the relevant schedule for the agreement; or

(b) the way the standard terms or replacement terms are numbered is different from the way the terms are numbered in the relevant schedule for the agreement; or

(c) the tenancy information or rooming accommodation information for the agreement is not properly included in the document as part 1 of the agreement.

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

Example—

Subclauses 2(1) to (7) of the standard terms of a general tenancy agreement may be numbered as subclauses 2.1 to 2.7.

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

Example—

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

(4) In this section—

relevant schedule means—

(a) for a general tenancy agreement—schedule 1, part 2; or

(b) for a moveable dwelling tenancy agreement—schedule 2, part 2; or

(c) for a State tenancy agreement—schedule 3, part 2; or

(d) for a community housing provider tenancy agreement—schedule 4, part 2; or

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(e) for a rooming accommodation agreement—schedule 5, part 2.

Part 4 Minimum housing standards

18 Prescribed minimum housing standards—Act, s 17A

For section 17A of the Act, the standards stated in schedule 6 are the prescribed minimum housing standards for the following—

(a) residential premises let, or to be let, under a residential tenancy agreement;

(b) premises in which rooming accommodation is, or is to be, provided;

(c) inclusions for premises mentioned in paragraphs (a) and (b).

Part 5 House rules

19 House rules for rental premises—Act, s 267

For section 267(1) of the Act, schedule 7 states the house rules prescribed for rental premises.

Part 6 Goods left on premises

20 Value of goods left on premises for sale or disposal by lessor—Act, s 363

For section 363(2)(a) of the Act, the amount prescribed is—

(a) if the goods relate to an agreement for premises for a site only in a moveable dwelling park—$5,000; or

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(b) otherwise—$2,500.

21 Storage period for goods left on premises—Act, s 363

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

(a) for a caravan, its contents and other goods used in occupying the caravan—2 months; or

(b) for other goods—1 month.

22 Procedures for selling goods by auction—Act, s 363

(1) This section prescribes procedures under section 363(5) of the Act for a person selling goods by auction under section 363(4)(a) of the Act.

(2) The person must make reasonable efforts to contact the person entitled to the goods (the ***owner***) to give the owner notice of the auction.

(3) For subsection (2), reasonable efforts include the following—

(a) attempting to contact the owner by telephone, including text message, email or private message on a social media platform;

(b) attempting to contact an emergency contact listed on the owner's former residential tenancy agreement;

(c) publishing a notice in an online newspaper for the city or State in which the owner is or was residing.

(4) If, after making reasonable efforts to contact the owner under this section, the person is unable to contact the owner or the owner does not make a claim to possession of the goods, the person may sell the goods by auction.

23 Value for lost property left on premises for sale, disposal or donation by lessor—Act, s 393

(1) For section 393(2)(b) of the Act, the amount prescribed is $250.

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(2) For section 393(6) of the Act, the amount prescribed is $900.

Part 7 Reasons for listing personal information in tenancy database

Division 1 Preliminary

24 Purpose of part

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

25 Amount owing for particular reasons

(1) This section applies to a reason stated in division 2 if the reason relates to an amount owed by the relevant tenant.

(2) The reason applies only if the amount owed by the relevant tenant is more than the sum of—

(a) the minimum prescribed amount; and

(b) the amount stated for a tenancy guarantee, if any, applying to the relevant agreement.

(3) In this section—

minimum prescribed amount means—

(a) if the relevant tenant has paid the rental bond for the relevant agreement—the amount of the rental bond paid by the relevant tenant; or

(b) otherwise—the amount of 1 week of rent under the relevant agreement.

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tenancy guarantee see section 180(1) of the Act.

Division 2 Reasons

26 Unpaid rent

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

(a) the lessor under the relevant agreement gave the relevant tenant, under section 280 of the Act, a notice requiring the relevant tenant to remedy a breach of the relevant agreement relating to unpaid rent; and

(b) the relevant tenant failed to comply with the notice within the allowed remedy period; and

(c) the relevant tenant owes all or some of the amount to the lessor.

27 Amount owing under a conciliation agreement or tribunal order

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

(a) the relevant tenant owes an amount to the lessor under the relevant agreement, arising from the relevant agreement, that the relevant tenant—

(i) agreed to pay under a conciliation agreement; or

(ii) was ordered to pay by the tribunal; and

(b) the time for paying the amount, under the conciliation agreement or an order of the tribunal, has passed.

28 Amount owing after abandonment

(1) A reason for listing personal information about the relevant tenant in a tenancy database is—

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(a) the relevant tenant abandoned the premises that were occupied under the relevant agreement; and

(b) the relevant tenant owes an amount, under the relevant agreement, to the lessor under the relevant agreement.

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

29 Objectionable behaviour

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

30 Repeated breaches

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

Part 8 General provisions

31 Payment under person's direction—Act, s 141

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

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32 Water efficiency requirements—Act, s 166

(1) For section 166(11) of the Act, the following water efficiency requirements are prescribed—

(a) for toilets—a dual flush toilet with—

(i) a maximum water volume of 6.5L for a full flush and 3.5L for a half flush; and

(ii) an average flush volume of not more than 4L;

(b) for shower heads—a maximum flow rate of 9L a minute;

(c) for internal cold water taps installed over a hand basin, kitchen sink or laundry trough—a maximum flow rate of 9L a minute.

(2) For subsection (1)(a)(ii), the average flush volume of a dual flush toilet is the volume worked out using the following formula—

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

where—

AV means the average flush volume.

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

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

Example—

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

(3) In this section—

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

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

33 Proceedings in which lessor's agent may stand in lessor's place—Act, s 206

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

34 Maximum amount of lessor's fee for sale or attempted sale of caravan—Act, s 241

(1) For section 241(2) of the Act, the amount prescribed is 4% of the sale price.

(2) For subsection (1), the sale price, in relation to an attempted sale, includes the price the caravan is advertised for sale.

35 Proceedings in which provider's agent may stand in provider's place—Act, s 248

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

36 Prescribed period for repeated breaches—Act, ss 299, 315, 376 and 382

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

37 Supporting evidence—Act, ss 308B and 381B

(1) For sections 308B(1)(b) and 381B(1)(b) of the Act, the following evidence is prescribed—

(a) any of the following orders or notices under the *Domestic and Family Violence Protection Act 2012*—

(i) a protection order;

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(ii) a temporary protection order;

(iii) a police protection notice;

(iv) an interstate order;

(b) an injunction under the *Family Law Act 1975* (Cwlth), section 68B(1)(a) or (b) or 114(1)(a);

(c) a report, in the approved form, about domestic violence signed by any of the following entities—

(i) a health practitioner;

(ii) a person who is eligible for membership, other than as a student, of the Australian Association of Social Workers Limited ACN 008 576 010;

(iii) a refuge or crisis worker;

(iv) a domestic and family violence support worker or case manager;

(v) an Aboriginal and Torres Strait Islander medical service;

(vi) a solicitor.

(2) In this section—

health practitioner means a person registered under the Health Practitioner Regulation National Law to practise, other than as a student, in any of the following health professions under that law—

(a) Aboriginal and Torres Strait Islander health practice;

(b) medical;

(c) midwifery;

(d) nursing;

(e) occupational therapy;

(f) psychology.

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38 When a person is related to a director—Act, s 478

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

(a) the person is, or has been, the director's spouse;

(b) the person is the director's child and is entirely or substantially dependent on the director;

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

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

39 When a director is related to a person—Act, s 478

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

(a) the director is, or has been, the person's spouse;

(b) the person is the director's child and is entirely or substantially dependent on the director;

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

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

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40 When a person is related to relevant employee—Act, s 518

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

(a) the person is, or has been, the employee's spouse;

(b) the person is the employee's child and is entirely or substantially dependent on the employee;

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

Part 9 Transitional provisions

41 Definition for part

In this part—

expired regulation means the expired *Residential Tenancies and Rooming Accommodation Regulation 2009*.

42 Existing agreements

(1) This section applies in relation to an existing agreement that, immediately before the commencement, properly included the standard terms or replacement terms under the expired regulation (the ***existing terms***).

Note—

See the expired regulation, section 11 for when a document purporting to be a residential tenancy agreement or rooming accommodation agreement was taken not to include the standard terms or replacement terms.

(2) The existing terms are taken to be—

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(a) for an existing agreement that is a residential tenancy agreement, other than a community housing provider tenancy agreement—standard terms under section 55 of the Act; or

(b) for an existing agreement that is a community housing provider tenancy agreement—replacement terms under section 527C of the Act; or

(c) for an existing agreement that is a rooming accommodation agreement—standard terms under section 73 of the Act.

(3) Subsection (2) applies only to the extent the existing terms of the existing agreement are not inconsistent with the Act.

Note—

See sections 52 to 54 and 72, 75 and 76 of the Act.

(4) Section 17 does not apply in relation to the existing agreement.

(5) In this section—

existing agreement means—

(a) a residential tenancy agreement in effect immediately before the commencement; or

(b) a rooming accommodation agreement in effect immediately before the commencement.

43 Goods left on premises under agreement that ended before commencement

(1) This section applies in relation to an agreement that ended before the commencement if goods that are not personal documents or money were left on the premises to which the agreement relates.

(2) The amount prescribed by the expired regulation, section 26 continues to apply in relation to the goods as if this regulation had not been made.

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(3) The storage period prescribed by the expired regulation, section 28 continues to apply in relation to storage of the goods as if this regulation had not been made.

44 Lost property left by former resident of rental premises under agreement that ended before commencement

(1) This section applies in relation to a rooming accommodation agreement that ended before the commencement if lost property that is not a personal document or money was left at the rental premises to which the agreement relates.

(2) The amount prescribed by the expired regulation, section 27(1) continues to apply in relation to the lost property as if this regulation had not been made.

(3) The amount prescribed by the expired regulation, section 27(2) of continues to apply in relation to the lost property as if this regulation had not been made.

(4) In this section—

lost property see section 390(b) of the Act.

45 Existing prescribed house rules continued for 12 months

(1) Without limiting section 19 and schedule 7, the rules stated in the expired regulation, schedule 5 are taken to be, under section 267(1) of the Act, house rules prescribed for rental premises for the transition period.

(2) In this section—

transition period means the period—

(a) starting on the commencement; and

(b) ending on 31 August 2026 at the end of the day.

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46 Sale of caravan under agreement entered into before commencement—prescribed maximum amount for service

(1) This section applies if, immediately before the commencement, an agreement between a lessor and tenant was in force under section 241 of the Act for the payment of a fee for a service under that section.

(2) The amount stated in the expired regulation, schedule 6 for the service continues to apply in relation to the agreement as if this regulation had not been made.

47 References to expired regulation

In an instrument, a reference to the expired regulation may, if the context permits, be taken to be a reference to this regulation.

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Schedule 1 General tenancy agreements

section 10

Part 1 Tenancy information

Item

1 Lessor

1.1 Lessor's name and address for service.

1.2 Any other contact details for the lessor.

Note—

Item 1.2 is optional.

2 Tenant

2.1 Tenant's name and contact details.

2.2 An address for service (other than the address of the premises) or other contact details for service.

Note—

Item 2.2 is optional. See clause 48(4).

2.3 The name, telephone number and email address of a person who is an emergency contact for the tenant.

3 Lessor's agent

3.1 If the lessor has an agent, the agent's name and address for service.

3.2 Any other contact details for the lessor's agent.

Note—

Item 3.2 is optional.

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4 Service of notices

4.1 Whether a notice may be given to the lessor by electronic communication.

4.2 Whether a notice may be given to the tenant by electronic communication.

4.3 Whether a notice may be given to the lessor's agent by electronic communication.

5 Premises

5.1 The address of the premises.

5.2 Any inclusions for the premises.

Examples of inclusions—

furniture or other household goods let with the premises

5.3 Details of any repair orders applying to the premises or inclusions for the premises.

6 Term of agreement

6.1 Whether the agreement is a fixed term agreement or periodic agreement.

6.2 The day the agreement starts.

Note—

See clause 4(2).

6.3 If the agreement is a fixed term agreement, the day the agreement finishes.

7 Rent—amount

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

Note—

See clause 8(1).

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8 Rent—day of payment

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

Note—

See clause 8(2).

9 Rent—methods of payment

The ways for the tenant to pay the rent.

Note—

Under section 83, there must be at least 2 ways. See also clause 8(3)(a).

10 Rent—place of payment

Where the rent must be paid.

Note—

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

11 Rent—day of last increase

The day the rent was last increased for the premises.

12 Rental bond

The amount of any rental bond.

Note—

See clause 13.

13 Services

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

Examples of services—

electricity and gas

Note—

See clause 16.

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

Note—

See clause 17.

14 Apportionment of charges

For each service listed in item 13.1, other than a service for which the premises are individually metered, the apportionment of the cost of the service that the tenant must pay.

Example of how an apportionment might be worked out—

the tenant must pay a percentage of the total charge

Note—

See clause 16(c).

15 How services must be paid for

For each service listed in item 13.1, how the tenant must pay for the service.

Note—

See clause 16(d).

16 Number of occupants

The number of persons allowed to reside at the premises.

Note—

See clause 22.

17 Body corporate by-laws

17.1 Whether body corporate by-laws apply to the tenant's occupation of the premises.

17.2 Whether the tenant has been given a copy of the relevant by-laws.

Note—

See clause 23.

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18 Nominated repairers

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

(a) electrical repairs;

(b) plumbing repairs;

(c) other repairs.

18.2 Whether or not the nominated repairer is the tenant's first point of contact for notifying of the need for emergency repairs.

Note—

See clause 31(4).

19 Pets

The type and number of any pets approved by the lessor to be kept at the premises.

Note—

See clauses 34 to 37.

Part 2 Standard terms

Division 1 Preliminary

1 Interpretation

In this agreement—

(a) a reference to ***the premises*** includes a reference to any inclusions for the premises stated in item 5.2; and

(b) a reference to a numbered section is a reference to the section in the *Residential Tenancies and Rooming Accommodation Act 2008* (***the Act***) with that number; and

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(c) a reference to a numbered item is a reference to the item with that number in part 1 of this agreement; and

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

2 Terms of general tenancy agreement—ss 52 and 54–56

(1) This part states, under section 55, the standard terms of a general tenancy agreement.

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

(3) The lessor and tenant may agree on other terms of this agreement (***special terms***).

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

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

(6) Any body corporate by-laws that apply to the occupation of the premises by the tenant, for the time being in force, are taken to be terms of this agreement.

(7) A breach of this agreement may also be an offence under the Act.

Examples for subclause (7)—

1 It is an offence for the lessor or lessor's agent to enter the premises in contravention of the rules of entry under sections 192 to 199.

2 It is an offence if the tenant does not sign and return the condition report to the lessor or lessor's agent under section 65.

3 More than 1 lessor or tenant

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

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

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(3) Each tenant named in item 2—

(a) holds their interest in the tenancy—

(i) if a special term states the tenants are joint tenants—as a joint tenant; or

(ii) otherwise—as a tenant in common; and

(b) must perform all of the tenant's obligations under this agreement.

Division 2 Entering tenancy

4 Start of tenancy

(1) The tenancy starts on the day stated in item 6.2.

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

5 Entry condition report—s 65

(1) The lessor or lessor's agent must prepare, in the approved form, and sign a condition report for the premises.

(2) A copy of the condition report must be given to the tenant on or before the day the tenant occupies the premises under this agreement.

(3) If the tenant does not agree with the condition report, the tenant must mark the copy of the report in an appropriate way to show the parts the tenant disagrees with.

(4) The tenant must sign and return the copy of the condition report to the lessor or lessor's agent no later than 7 days after the later of the following days—

(a) the day the tenant occupies the premises;

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

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(5) After the copy of the condition report is returned to the lessor or lessor's agent by the tenant, the lessor or lessor's agent must make a copy of the condition report and return it to the tenant within 14 days.

(6) However, the lessor or lessor's agent does not have to prepare a condition report for the premises if—

(a) this agreement has the effect of continuing the tenant's right to occupy the premises under an earlier residential tenancy agreement; and

(b) in accordance with the Act, a condition report was prepared for the premises for the earlier residential tenancy agreement.

(7) If a condition report is not prepared for this agreement because subclause (6) applies, the condition report prepared for the earlier residential tenancy agreement is taken to be the condition report for this agreement.

6 Continuation of fixed term agreement—s 70

(1) This clause applies if—

(a) this agreement is a fixed term agreement; and

(b) none of the following notices are given, or agreements or applications made, before the day the term ends (the ***end day***)—

(i) a notice to leave;

(ii) a notice of intention to leave;

(iii) an abandonment termination notice;

(iv) a notice, agreement or application relating to the death of a sole tenant under section 324A;

(v) a separate written agreement between the lessor and tenant under section 277(a) to end this agreement.

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

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Note—

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

7 Costs apply to early ending of fixed term agreement—s 357A

(1) This clause applies if—

(a) this agreement is a fixed term agreement; and

(b) the tenant ends this agreement before the term ends other than in a way permitted under the Act.

(2) The tenant must pay the reletting costs under section 357A(3).

Note—

For when the tenant may end this agreement early, see clause 40 and the information statement.

(3) This clause does not apply if, after experiencing domestic violence, the tenant ends the tenant's interest in this agreement under chapter 5, part 1, division 3, subdivision 2A of the Act.

Division 3 Rent

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

(1) The tenant must pay the rent stated in item 7.

(2) The rent must be paid on the days stated in item 8.

(3) The rent must be paid—

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

Note—

Under section 83, at least 2 ways for the tenant to pay the rent must be stated in this agreement.

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

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

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

(c) if the lessor or lessor's agent intends to change the way rent is paid to a way that is not stated in item 9 and no way is agreed to after the signing of this agreement—in a way the lessor or lessor's agent proposes by notice to the tenant under section 84A.

(4) The lessor or lessor's agent must give the tenant a notice advising of the costs associated with the ways to pay rent offered to the tenant that the tenant would not reasonably be aware of if the lessor or lessor's agent knows or could reasonably be expected to find out about the costs.

(5) Also, the lessor or lessor's agent must declare any financial benefit the lessor or lessor's agent may receive if the tenant uses a particular way to pay rent.

(6) If a place is stated in item 10, the rent must be paid at the place.

(7) If, after the signing of this agreement, the lessor gives a notice to the tenant stating a place, or a different place, for payment of rent and the place is reasonable, the rent must be paid at the place while the notice is in force.

(8) 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
- the office of the lessor's agent

9 Rent in advance—s 87

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

(a) for a periodic agreement—2 weeks rent; or

(b) for a fixed term agreement—1 month rent.

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Note—

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

10 Rent increases—ss 91 and 93

(1) If the lessor proposes to increase the rent, the lessor must give notice of the proposal to the tenant.

(2) The notice must state—

(a) the amount of the increased rent; and

(b) the day from when the rent is payable; and

(c) the day the rent was last increased for the premises.

(3) The day from when the increased rent is payable must not be earlier than the later of the following—

(a) 2 months after the day the notice is given;

(b) 12 months after the last rent increase for the premises in accordance with section 93.

(4) Subject to an order of the tribunal, the increased rent is payable from the day stated in the notice, and this agreement is taken to be amended accordingly.

(5) However, the increased rent is payable by the tenant only if—

(a) the rent is increased in compliance with this clause and the Act; and

(b) the increased rent is not payable earlier than 12 months after the last rent increase for the premises in accordance with section 93; and

(c) the increase in rent does not relate to—

(i) compliance of the premises with the prescribed minimum housing standards; or

(ii) keeping a pet or working dog at the premises.

(6) Also, if this agreement is a fixed term agreement, the rent may not be increased before the term ends unless—

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(a) this agreement provides for the rent increase; and

(b) this agreement states the amount of the increase or how the amount of the increase is to be worked out: and

(c) the increase is made in compliance with the matters mentioned in paragraph (b).

11 Application to tribunal about rent increase—s 92

(1) After the lessor gives the tenant notice of a proposed rent increase, the tenant may apply to the tribunal for an order reducing or setting aside the amount of the proposed increase if the tenant believes the increase—

(a) is excessive; or

(b) is not payable under clause 10.

(2) However, the application must be made—

(a) within 30 days after the tenant receives the notice; and

(b) if this agreement is a fixed term agreement—before the term of this agreement ends.

12 Rent decreases—s 94

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

Note—

For information about the situations, see the information statement.

Division 4 Rental bond

13 Rental bond required—ss 111 and 116

(1) If a rental bond is stated in item 12, the tenant must pay to the lessor or lessor's agent the bond—

(a) if a special term requires the bond to be paid at a stated time—at the stated time; or

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(b) if a special term requires the bond to be paid by instalments—by instalments; or

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

Note—

There is a maximum rental bond that may be required. See sections 112(1) and 146 and the information statement.

(2) The lessor or lessor's agent must, within 10 days of receiving the rental bond or a part of the bond, pay it to the authority and give the authority a notice, in the approved form, about the bond.

(3) The rental bond is intended to be available to financially protect the lessor if the tenant breaches this agreement.

Example—

The lessor may claim against the rental 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 tribunal for the rental bond at the end of the tenancy, see sections 125 to 141 and the information statement.

14 Increase in rental bond—s 154

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

(a) the rent increases and the lessor gives notice to the tenant to increase the bond; and

(b) the notice is given at least 11 months after—

(i) this agreement started; or

(ii) if the bond has been increased previously, following a notice given under this clause—the day stated in the notice, or the last notice, for making the increase.

(2) The notice must state the increased amount and the day by which the increase must be made.

(3) For subclause (2), the day must be at least 1 month after the notice is given to the tenant.

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Division 5 Outgoings

15 Outgoings—s 163

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

Examples—

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

(2) This clause does not apply if—

(a) the lessor is the State; and

(b) rent is not payable under this agreement; and

(c) the tenant is an entity receiving financial or other assistance from the State to supply rented accommodation to persons.

16 General service charges—ss 164 and 165

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

(a) the tenant enjoys or shares the benefit of the service; and

(b) the service is stated in item 13.1; and

(c) either—

(i) the premises are individually metered for the service; or

(ii) item 14 states how the tenant's apportionment of the cost of the service is to be worked out; and

(d) item 15 states how the charge may be recovered by the lessor from the tenant.

Note—

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

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17 Water service charges—ss 164, 166 and 166A

(1) The tenant must pay an amount for the water consumption charges for the premises if—

(a) the tenant is enjoying or sharing the benefit of a water service to the premises; and

(b) the premises are individually metered for the supply of water or water is supplied to the premises by delivery by means of a vehicle; and

(c) item 13.2 states that the tenant must pay for water supplied to the premises.

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

(a) that is more than the amount of the water consumption charges payable to the relevant water supplier; or

(b) that is a fixed charge for the water service to the premises.

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

(4) In deciding what is a reasonable quantity of water for subclause (3), regard must be had to the matters mentioned in section 169(4)(a) to (e).

(5) The lessor must give the tenant copies of water consumption charges documents within 4 weeks after the lessor receives the documents.

(6) The tenant must pay the amount of the water consumption charge to the lessor within 4 weeks after the lessor gives the tenant copies of the water consumption charges documents about the incurring of the amount.

(7) The tenant is not required to pay an amount for the water consumption charges if the tenant has not received a copy of the water consumption charges document about the amount payable to the relevant water supplier.

(8) Subclause (9) applies if water consumption charges are payable for a period that includes part but not all of a period

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specified, or to be specified, in a water consumption charges document.

(9) The tenant may be required to pay an amount, calculated for a partial billing period under section 166A, using—

(a) a meter reading for the premises recorded in a condition report; and

(b) a reasonable estimate of the volume of water supplied to the premises during the period for which water consumption charges are payable by the tenant; and

(c) the rate used to calculate the water consumption charge stated in the most recent water consumption charges document.

(10) In this clause—

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

Note—

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

water consumption charges document means a document, issued to the lessor by the relevant water supplier, stating the amount of water consumption charges for the premises that are payable to the supplier.

Division 6 Rights and obligations during tenancy

Subdivision 1 Occupation and use of premises

18 No legal impediments to occupation—s 181

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

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lessor knew about the impediment or ought reasonably to have known about it.

Examples of possible legal impediments—

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

19 Vacant possession and quiet enjoyment—ss 182 and 183

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

Note—

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

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

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

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

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

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

(1) The tenant may use the premises—

(a) only as a place of residence; or

(b) mainly as a place of residence and for another use allowed under a special term.

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(2) The tenant must not—

(a) use the premises for an illegal purpose; or

(b) cause a nuisance by the use of the premises; or

Examples of things that may constitute a nuisance—

- using paints or chemicals on the premises that go onto or cause odours on adjoining land
- making loud noises
- allowing large amounts of water to escape onto adjoining land

(c) interfere with the reasonable peace, comfort or privacy of a neighbour of the tenant; or

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

22 Number of occupants allowed

No more than the number of persons stated in item 16 may reside at the premises.

23 Body corporate by-laws—s 69

(1) The lessor must give the tenant a copy of any body corporate by-laws applicable to—

(a) the occupation of the premises; or

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

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

(3) Subclause (1) does not apply if—

(a) this agreement has the effect of continuing the tenant's right to occupy the premises under an earlier residential tenancy agreement; and

(b) the lessor gave the tenant a copy of the body corporate by-laws in relation to the earlier agreement.

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Subdivision 2 Standard of premises

24 Lessor's obligations—s 185

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

(a) the premises are clean; and

(b) the premises are fit for the tenant to live in; and

(c) the premises are in good repair; and

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

(e) the premises otherwise comply with any prescribed minimum housing standards applying to the premises.

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

(a) maintain the premises in a way that the premises remain fit for the tenant to live in; and

(b) maintain the premises in good repair; and

(c) ensure any law dealing with issues about the health or safety of persons using or entering the premises is complied with; and

(d) keep any common area included in the premises clean; and

(e) ensure the premises otherwise comply with any prescribed minimum housing standards applying to the premises.

(3) However, the lessor is not required to comply with subclause (1)(c) or (2)(a) for any non-standard items and the lessor is not responsible for their maintenance if—

(a) the lessor is the State; and

(b) the non-standard items are stated in this agreement and this agreement states the lessor is not responsible for their maintenance; and

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(c) the non-standard items are not necessary and reasonable to make the premises a fit place in which to live; and

(d) the non-standard items are not a risk to health or safety; and

(e) for fixtures—the fixtures were not attached to the premises by the lessor.

(4) In this clause—

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

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

25 Tenant's obligations generally—s 188

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

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

(3) The tenant's obligations under this clause do not apply to the extent the obligations would have the effect of requiring the tenant to repair, or compensate the lessor for, damage to the premises caused by an act of domestic violence experienced by the tenant.

Subdivision 3 The dwelling

26 Fixtures or structural changes—ss 207–209

(1) The tenant may attach a fixture, or make a structural change, to the premises only if—

(a) the tenant gives the lessor a request, in the approved form, for approval to attach the fixture or make the structural change; and

(b) the lessor agrees to the request; and

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(c) for body corporate premises—the body corporate agrees to the request; and

(d) the fixture is attached, or structural change is made, in accordance with the lessor's agreement.

Note—

Fixtures are generally items permanently attached to land or to a building that are intended to become part of the land or building. Attaching a fixture may include, for example, gluing, nailing or screwing the fixture to a wall.

(2) The lessor must—

(a) decide the request—

(i) within 28 days after receiving the request; or

(ii) if the premises are not body corporate premises—within a longer period, if agreed to by the tenant and lessor; and

(b) advise the tenant of the lessor's decision; and

(c) if the lessor agrees to the request and the premises are body corporate premises—

(i) state that the lessor's agreement is subject to agreement by the body corporate; and

(ii) give the request to the body corporate within 28 days after receiving the request; and

(iii) advise the tenant as soon as reasonably practicable of the body corporate's decision about the request.

(3) If the lessor agrees to the request, the lessor must give the tenant an agreement that—

(a) is in writing; and

(b) describes the nature of the fixture or structural change; and

(c) states any conditions of the agreement, including any conditions given by the body corporate.

Examples of conditions—

- that the tenant must maintain the fixture in a particular way

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- that the tenant must remove the fixture and must repair damage caused by removing the fixture
- that the lessor must compensate the tenant for the fixture if the tenant can not remove it

(4) The tenant must comply with any conditions of the agreement given by the lessor or body corporate.

(5) In this clause—

body corporate premises means premises—

(a) that are part of a body corporate scheme; and

(b) for which, under a body corporate law or body corporate by-law, the approval of the body corporate is required for the attachment of a fixture, or the making of a structural change, to the premises.

27 Action by lessor for breach of lessor's agreement about fixture or structural change—s 209A

(1) This clause applies if—

(a) the tenant attaches a fixture, or makes a structural change, to the premises; and

(b) the lessor's agreement is given under section 208 to attach the fixture or make the structural change; and

(c) the tenant does not attach the fixture, or make the structural change, in accordance with the lessor's agreement.

(2) The lessor may—

(a) take action for a breach of a term of this agreement; or

(b) waive the breach and treat the fixture or structural change as an improvement to the premises for the lessor's benefit.

28 Supply of locks and keys—s 210

(1) The lessor must supply and maintain all locks necessary to ensure the premises are reasonably secure.

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(2) The lessor must give the tenant, or if there is more than 1 tenant, give 1 of the tenants, a key for each lock that—

(a) secures an entry to the premises; or

(b) secures a road or other place normally used to gain access to, or leave, the area or building in which the premises are situated; or

(c) is part of the premises.

(3) If there is more than 1 tenant, the lessor must give the other tenants a key for the locks mentioned in subclause (2)(a) and (b).

29 Changing locks—ss 211 and 212

(1) The lessor or tenant may change a lock at the premises only if—

(a) the other party to this agreement agrees to the change; or

(b) the lessor or tenant has a reasonable excuse for making the change; or

(c) the lessor or tenant believes the change is necessary because of an emergency; or

(d) the lock is changed to comply with an order of the tribunal.

(2) However, the tenant may also change a lock at the premises if the tenant—

(a) believes the change is necessary to protect the tenant or another occupant of the premises from domestic violence; and

(b) engages a locksmith or other qualified tradesperson to change the lock.

(3) The lessor or tenant must not act unreasonably in failing to agree to the change of a lock.

(4) If the lessor or tenant changes a lock, the lessor or tenant must give the other party to this agreement a key for the changed lock, unless—

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(a) the other party agrees to not being given the key; or

(b) the tribunal orders that the key not be given to the other party.

(5) If the tenant changes a lock under subclause (2) and gives the lessor a key for the changed lock, the lessor must not give the key to any other person without the tenant's agreement or a reasonable excuse.

(6) The right of the lessor or tenant to change a lock under this clause is subject to a body corporate law or a body corporate by-law that applies to the premises.

Subdivision 4 Damage and repairs

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

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

(a) a burst water service or serious water service leak;

(b) a blocked or broken lavatory system;

(c) a serious roof leak;

(d) a gas leak;

(e) a dangerous electrical fault;

(f) flooding or serious flood damage;

(g) serious storm, fire or impact damage;

(h) a failure or breakdown of the gas, electricity or water supply to the premises;

(i) a failure or breakdown of an essential service or appliance on the premises for hot water, cooking or heating;

(j) a fault or damage that makes the premises unsafe or insecure;

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(k) a fault or damage likely to injure a person, damage property or unduly inconvenience a tenant of the premises;

(l) a serious fault in a staircase, lift or other common area of the premises that unduly inconveniences a tenant in gaining access to, or using, the premises.

(2) Also, ***emergency repairs*** are works needed for the premises to comply with the prescribed minimum housing standards.

(3) ***Routine repairs*** are repairs that are not emergency repairs.

31 Nominated repairer for emergency repairs—s 216

(1) The lessor's nominated repairer for emergency repairs of a particular type must be stated either—

(a) in item 18; or

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

(2) The notice must state—

(a) the name and telephone number of the nominated repairer; and

(b) whether or not the nominated repairer is the tenant's first point of contact for notifying of the need for emergency repairs.

(3) The lessor must give notice to the tenant of any change of the lessor's nominated repairer or the telephone number of the nominated repairer.

(4) This clause does not apply if—

(a) the lessor has given the tenant a telephone number of the lessor; and

(b) the lessor gives notice to the tenant that the lessor is to arrange for emergency repairs to be made to the premises.

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32 Notice of damage—s 217

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

(2) If the premises need routine repairs, the notice must be given to the lessor.

(3) If the premises need emergency repairs, the notice must be given to the lessor if—

(a) there is no nominated repairer for the repairs; or

(b) a nominated repairer for the repairs is not the tenant's first point of contact; or

(c) a nominated repairer for the repairs is the tenant's first point of contact but the tenant has been unable to contact the repairer after making reasonable efforts.

(4) If the premises need emergency repairs and there is a nominated repairer of the lessor for the repairs, the notice must be given to the repairer if—

(a) the repairer is the tenant's first point of contact; or

(b) the repairer is not the tenant's first point of contact but the tenant has been unable to contact the lessor after making reasonable efforts.

(5) Despite clause 48, a notice under this clause does not need to be written.

(6) This clause does not apply to the tenant for damage caused by an act of domestic violence experienced by the tenant.

33 Emergency repairs arranged by tenant—ss 218 and 219

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

(a) the tenant has been unable to notify the lessor or nominated repairer of the need for the repairs; or

(b) the repairs are not made within a reasonable time after notice is given.

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Note—

Section 219A also provides that the lessor's agent may arrange for emergency repairs.

(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 4 weeks rent.

Note—

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

Subdivision 5 Pets

34 Keeping pets and other animals at premises—ss 184B and 184G

(1) The tenant may keep a pet or other animal at the premises only with the approval of the lessor.

(2) However, the tenant may keep a working dog at the premises without the lessor's approval.

(3) The tenant has the approval of the lessor to keep a pet at the premises if keeping the pet at the premises is consistent with item 19.

Notes—

1 If item 19 states 2 cats, the tenant is approved by the lessor to keep up to 2 cats at the premises.

2 For additional approvals to keep a pet at the premises, see clause 36.

(4) An authorisation to keep a pet or working dog at the premises continues for the life of the pet or working dog and is not affected by any of the following matters—

(a) the ending of this agreement, if the tenant continues occupying the premises under a new agreement;

(b) a change in the lessor or lessor's agent;

(c) for a working dog—the retirement of the dog from the service the dog provided as a working dog.

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(5) An authorisation to keep a pet, working dog or other animal at the premises may be restricted by a body corporate by-law or other law about keeping animals at the premises.

Examples—

1 The premises may be subject to a local law that limits the number or types of animals that may be kept at the premises.

2 The premises may be subject to a body corporate by-law that requires the tenant to obtain approval from the body corporate before keeping a pet at the premises.

35 Tenant responsible for pets and other animals—s 184C

(1) The tenant is responsible for all nuisance caused by a pet or other animal kept at the premises, including, for example, noise caused by the pet or other animal.

(2) The tenant is responsible for repairing any damage to the premises caused by the pet or other animal.

(3) Damage to the premises caused by the pet or other animal is not fair wear and tear.

36 Request for approval to keep pet—ss 184D and 184E

(1) The tenant may, using the approved form, request the lessor's approval to keep a stated pet at the premises.

(2) The lessor must respond to the tenant's request within 14 days after receiving the request.

(3) The lessor's response to the request must be in writing and state—

(a) whether the lessor approves or refuses the tenant's request; and

(b) if the lessor approves the tenant's request subject to conditions—the conditions of the approval; and

Note—

See clause 37 for limitations on conditions of approval to keep a pet at the premises.

(c) if the lessor refuses the tenant's request—

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(i) the grounds for the refusal; and

(ii) the reasons the lessor believes the grounds for the refusal apply to the request.

(4) The lessor may refuse the request for approval to keep a pet at the premises only on 1 or more of the following grounds—

(a) keeping the pet would exceed a reasonable number of animals being kept at the premises;

(b) the premises are unsuitable for keeping the pet because of a lack of appropriate fencing, open space or another thing necessary to humanely accommodate the pet;

(c) keeping the pet is likely to cause damage to the premises that could not practicably be repaired for a cost that is less than the amount of the rental bond for the premises;

(d) keeping the pet would pose an unacceptable risk to the health and safety of a person, including, for example, because the pet is venomous;

(e) keeping the pet would contravene a law;

(f) keeping the pet would contravene a body corporate by-law applying to the premises;

(g) if the lessor proposed reasonable conditions for approval and the conditions comply with clause 37—the tenant has not agreed to the conditions;

(h) the animal stated in the request is not a pet as defined in section 184A;

(i) another ground prescribed by a regulation under section 184E(1)(j).

(5) The lessor is taken to approve the keeping of the pet at the premises if—

(a) the lessor does not comply with subclause (2); or

(b) the lessor's response does not comply with subclause (3).

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37 Conditions for approval to keep pet at premises—s 184F

(1) The lessor's approval to keep a pet at the premises may be subject to conditions if the conditions—

(a) relate only to keeping the pet at the premises; and

(b) are reasonable having regard to the type of pet and the nature of the premises; and

(c) are stated in the written approval given to the tenant under clause 36(3).

(2) Without limiting subclause (1)(b), the following conditions of the lessor's approval are taken to be reasonable—

(a) if the pet is not a type of pet ordinarily kept inside—a condition requiring the pet to be kept outside at the premises;

(b) if the pet is capable of carrying parasites that could infest the premises—a condition requiring the premises to be professionally fumigated at the end of the tenancy;

(c) if the pet is allowed inside the premises—a condition requiring carpets in the premises to be professionally cleaned at the end of the tenancy.

(3) A condition of the lessor's approval to keep a pet at the premises is void if the condition—

(a) would have the effect of the lessor contravening section 171 or 172; or

(b) would, as a term of this agreement, be void under section 173; or

(c) would increase the rent or rental bond payable by the tenant; or

(d) would require any form of security from the tenant.

(4) For subclause (2), the premises are professionally fumigated, and carpets are professionally cleaned, if the fumigation and cleaning are done to a standard ordinarily achieved by businesses selling those services.

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Division 7 Restrictions on transfer or subletting by tenant

38 General—ss 238 and 240

(1) Subject to clause 39, the tenant may transfer all or a part of the tenant's interest under this agreement, or sublet the premises, only if—

(a) the lessor agrees in writing to the transfer or subletting; or

(b) the transfer or subletting is made under an order of the tribunal.

(2) The lessor must act reasonably in failing to agree to the transfer or subletting.

(3) The lessor is taken to act unreasonably in failing to agree to the transfer or subletting if the lessor acts in a capricious or retaliatory way.

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

39 State assisted lessors or employees of lessor—s 237

(1) This clause applies if—

(a) the lessor is the State; or

(b) the lessor is an entity receiving assistance from the State to supply rented accommodation; or

(c) the tenant's right to occupy the premises is given under 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.

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Division 8 When agreement ends

40 Ending of agreement—s 277

(1) This agreement ends only if—

(a) the lessor and tenant agree, in a separate written document, to end this agreement; or

(b) the lessor gives a notice to leave premises to the tenant under section 326 and the tenant hands over vacant possession of the premises to the lessor on or after the handover day stated in the notice; or

(c) the tenant gives a notice of intention to leave premises to the lessor under section 327 and hands over vacant possession of the premises to the lessor on or after the handover day stated in the notice; or

(d) the tenant vacates, or is removed from, the premises after receiving a notice from a mortgagee or appointed person under section 317; or

(e) the tenant abandons the premises and the period for which the tenant paid rent has ended; or

(f) the tribunal makes an order terminating this agreement.

(2) Also, this agreement ends for a sole tenant if—

(a) the tenant gives the lessor a notice ending tenancy interest and hands over vacant possession of the premises; or

Note—

See chapter 5, part 1, division 3, subdivision 2A of the Act for the obligations of the lessor and tenant relating to a notice ending tenancy interest.

(b) the tenant dies.

Note—

See section 324A for when this agreement ends if a sole tenant dies.

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41 Condition premises must be left in—s 188

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

Examples of what may be fair wear and tear—

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

(2) The tenant's obligation mentioned in subclause (1) does not apply to the extent the obligation would have the effect of requiring the tenant to repair, or compensate the lessor for, damage to the premises caused by an act of domestic violence experienced by the tenant.

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 205

(1) When handing over possession of the premises, the tenant must, if the lessor or lessor's agent asks the tenant in writing to state the tenant's new residential address, tell the lessor or lessor's agent the tenant's new residential address.

(2) However, subclause (1) does not apply if—

(a) the tenant has a reasonable excuse for not telling the lessor or lessor's agent the new address; or

(b) after experiencing domestic violence, the tenant ended the tenant's interest in this agreement, under chapter 5, part 1, division 3, subdivision 2A of the Act.

44 Exit condition report—s 66

(1) The tenant must, on or before the day this agreement ends, prepare and sign a condition report for the premises in the approved form.

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Note—

For the approved form for the condition report, see the information statement.

(2) As soon as practicable after this agreement ends, the tenant must give 1 copy of the condition report to the lessor or lessor's agent.

Example of what might be as soon as practicable—

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

(3) The lessor or lessor's agent must, within 3 business days after receiving the copy of the condition report—

(a) sign the copy; and

(b) if the lessor or lessor's agent does not agree with the report—show the parts of the report the lessor or lessor's agent disagrees with by marking the copy in an appropriate way; and

(c) if the tenant has given a forwarding address to the lessor or lessor's agent—make a copy of the report and return it to the tenant at the address.

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

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

(1) The tenant must take all of the tenant's belongings from the premises at the end of the tenancy.

(2) The lessor may not treat belongings left behind as the lessor's own property but must deal with them under sections 363 and 364.

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Division 9 Miscellaneous

46 Supply of goods and services—s 171

(1) The lessor or lessor's agent must not require the tenant to buy goods or services from the lessor, the lessor's agent or a person nominated by the lessor or lessor's agent.

(2) Subclause (1) does not apply to—

(a) a requirement about a service charge; or

(b) a condition of an approval to keep a pet if the condition—

(i) requires the carpets to be cleaned, or the premises to be fumigated, at the end of the tenancy; and

(ii) complies with clause 37; and

(iii) does not require the tenant to buy cleaning or fumigation services from a particular person or business.

47 Lessor's agent—s 206

(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 lessor's agent may—

(a) stand in the lessor's place in any application to the tribunal by the lessor or tenant; or

(b) do any thing else the lessor may do, or is required to do, under this agreement.

Note—

See also sections 24 and 25.

48 Notices

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

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(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 relevant party—

(a) by giving it to the relevant party personally; or

(b) if an address for service for the relevant party is stated in item 1, 2 or 3—by leaving it at the address or sending it by prepaid post as a letter to the address; or

(c) if an electronic address for a type of electronic communication for the relevant party is stated in item 1, 2 or 3 and item 4 indicates that a notice may be given by that type of electronic communication—by sending it by electronic communication to the electronic address in accordance with the *Electronic Transactions (Queensland) Act 2001*.

Examples of types of electronic communication—

email, facsimile, text message

(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 relevant party may change their address for service or electronic address only by giving notice to each other relevant party of their new address for service or a new electronic address.

(6) On the giving of a notice of a new address for service or new electronic address for a relevant party, the address for service or electronic address stated in the notice is taken to be the relevant party's address for the relevant item in this agreement.

(7) A relevant party may withdraw their consent to notices being given to them by electronic communication, or to a specific electronic address, only by giving notice to each other relevant party that notices are no longer to be given to the relevant party electronically, or to that electronic address.

(8) Unless the contrary is proved—

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(a) a notice left at an address for service is taken to have been received by the person 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 electronic communication to an electronic address is taken to have been received by the recipient—

(i) if the type of electronic communication is email—when the email enters the recipient's email server; or

(ii) if the type of electronic communication is facsimile—when the sender's facsimile machine produces a transmission report indicating all pages of the notice have been successfully sent; or

(iii) otherwise—at the time stated in the *Electronic Transactions (Queensland) Act 2001*, section 24.

(9) In this clause—

relevant party means—

(a) the lessor; or

(b) the tenant; or

(c) if there is an agent of the lessor—the lessor's agent.

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Schedule 2 Moveable dwelling tenancy agreements

section 11

Part 1 Tenancy information

Item

1 Lessor

1.1 Lessor's name and address for service.

1.2 Any other contact details for the lessor.

Note—

Item 1.2 is optional.

2 Tenant

2.1 Tenant's name and contact details.

2.2 An address for service (other than the address of the premises) or other contact details for service.

Note—

Item 2.2 is optional. See clause 54(4).

2.3 The name, telephone number and email address of a person who is an emergency contact for the tenant.

3 Lessor's agent

3.1 If the lessor has an agent, the agent's name and address for service.

3.2 Any other contact details for the lessor's agent.

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Note—

Item 3.2 is optional.

4 Service of notices

4.1 Whether a notice may be given to the lessor by electronic communication.

4.2 Whether a notice may be given to the tenant by electronic communication.

4.3 Whether a notice may be given to the lessor's agent electronic communication.

5 The park

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

6 Premises

6.1 The site, or intended site, of the moveable dwelling.

Example—

site number

6.2 A description of the moveable dwelling premises.

Examples—

caravan, site only

6.3 Any inclusions for the premises.

Examples of inclusions—

annexe, furniture or other household goods let with the premises

6.4 Details of any repair orders applying to the premises or inclusions for the premises.

7 Term of agreement

7.1 Whether the agreement is a fixed term agreement or periodic agreement.

7.2 The day the agreement starts.

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Note—

See clause 4(2).

7.3 If the agreement is a fixed term agreement, the day the agreement finishes.

8 Rent—amount

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

Note—

See clauses 8(1) and 17.

9 Rent—day of payment

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

Note—

See clause 8(2).

10 Rent—methods of payment

The ways for the tenant to pay the rent.

Note—

Under section 83, there must be at least 2 ways. See also clause 8(3)(a).

11 Rent—place of payment

Where the rent must be paid.

Note—

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

12 Rent—day of last increase

The day the rent was last increased—

(a) if the premises are in a moveable dwelling park—for the moveable dwelling, or its site, or both; or

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(b) otherwise—for the premises.

13 Rental bond

The amount of any rental bond.

Note—

See clause 13.

14 Services

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

Examples of services—

electricity, gas, sewerage and water

Note—

See clause 16.

15 Park rules

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

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

Note—

See clause 22.

16 Number of occupants

The number of persons allowed to reside at the premises.

Note—

See clause 23.

17 Nominated repairers

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

(a) electrical repairs;

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(b) plumbing repairs;

(c) other repairs.

17.2 Whether or not the nominated repairer is the tenant's first point of contact for notifying of the need for emergency repairs.

Note—

See clause 32(4).

18 Pets

The type and number of any pets approved by the lessor to be kept at the premises.

Note—

See clauses 35 to 38.

Part 2 Standard terms

Division 1 Preliminary

1 Interpretation

(1) In this agreement—

(a) a reference to ***the premises*** includes a reference to any inclusions for the premises stated in item 6.3; and

(b) a reference to a numbered section is a reference to the section in the *Residential Tenancies and Rooming Accommodation Act 2008* (***the Act***) with that number; and

(c) a reference to a numbered item is a reference to the item with that number in part 1 of this agreement; and

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

(2) In this agreement, unless the context otherwise requires—

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

2 Terms of moveable dwelling tenancy agreement—ss 52 and 54–56

(1) This part states, under section 55, the standard terms of a moveable dwelling tenancy agreement.

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

(3) The lessor and tenant may agree on other terms of this agreement (***special terms***).

(4) If the premises are moveable dwelling premises in a moveable dwelling park stated in item 5 (***the park***), any park rules for the time being in force are taken to be terms of this agreement.

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

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

Note—

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

(7) A breach of this agreement may also be an offence under the Act.

Examples for subclause (7)—

1 It is an offence for the lessor or lessor's agent to enter the premises in contravention of the rules of entry under sections 192 to 199.

2 It is an offence if the tenant does not sign and return the condition report to the lessor or lessor's agent under section 65.

3 More than 1 lessor or tenant

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

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(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—

(i) if a special term states the tenants are joint tenants—as a joint tenant; or

(ii) otherwise—as a tenant in common; and

(b) must perform all of the tenant's obligations under this agreement.

Division 2 Entering tenancy

4 Start of tenancy

(1) The tenancy starts on the day stated in item 7.2.

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

5 Entry condition report—s 65

(1) The lessor or lessor's agent must prepare, in the approved form, and sign a condition report for the premises.

(2) A copy of the condition report must be given to the tenant on or before the day the tenant occupies the premises under this agreement.

(3) If the tenant does not agree with the condition report, the tenant must mark the copy of the report in an appropriate way to show the parts the tenant disagrees with.

(4) The tenant must sign and return the copy of the condition report to the lessor or lessor's agent no later than 7 days after the later of the following days—

(a) the day the tenant occupies the premises;

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

(5) After the copy of the condition report is returned to the lessor or lessor's agent by the tenant, the lessor or lessor's agent must make a copy of the condition report and return it to the tenant within 14 days.

(6) However, the lessor or lessor's agent does not have to prepare a condition report for the premises if—

(a) this agreement has the effect of continuing the tenant's right to occupy the premises under an earlier residential tenancy agreement; and

(b) in accordance with the Act, a condition report was prepared for the premises for the earlier residential tenancy agreement.

(7) If a condition report is not prepared for this agreement because subclause (6) applies, the condition report prepared for the earlier residential tenancy agreement is taken to be the condition report for this agreement.

6 Continuation of fixed term agreement—s 70

(1) This clause applies if—

(a) this agreement is a fixed term agreement; and

(b) none of the following notices are given, or agreements or applications made, before the day the term ends (the ***end day***)—

(i) a notice to leave;

(ii) a notice of intention to leave;

(iii) an abandonment termination notice;

(iv) a notice, agreement or application relating to the death of a sole tenant under section 324A;

(v) a separate written agreement between the lessor and tenant under section 277(a) to end this agreement.

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

Note—

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

7 Costs apply to early ending of fixed term agreement—s 357A

(1) This clause applies if—

(a) this agreement is a fixed term agreement; and

(b) the tenant ends this agreement before the term ends other than in a way permitted under the Act.

(2) The tenant must pay the reletting costs under section 357A(3).

Note—

For when the tenant may end this agreement early, see clause 46 and the information statement.

(3) This clause does not apply if, after experiencing domestic violence, the tenant ends the tenant's interest in this agreement under chapter 5, part 1, division 3, subdivision 2A of the Act.

Division 3 Rent

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

(1) Subject to clause 17, the tenant must pay the rent stated in item 8.

(2) The rent must be paid on the days stated in item 9.

(3) The rent must be paid—

(a) in a way stated in item 10; or

Note—

Under section 83, at least 2 ways for the tenant to pay the rent must be stated in this agreement.

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

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

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

(c) if the lessor or lessor's agent intends to change the way rent is paid to a way that is not stated in item 10 and no way is agreed to after the signing of this agreement—in a way the lessor or lessor's agent proposes by notice to the tenant under section 84A.

(4) The lessor or lessor's agent must give the tenant a notice advising of the costs associated with the ways to pay rent offered to the tenant that the tenant would not reasonably be aware of if the lessor or lessor's agent knows or could reasonably be expected to find out about the costs.

(5) Also, the lessor or lessor's agent must declare any financial benefit the lessor or lessor's agent may receive if the tenant uses a particular way to pay rent.

(6) If a place is stated in item 11, the rent must be paid at the place.

(7) If, after the signing of this agreement, the lessor gives a notice to the tenant stating a place, or a different place, for payment of rent and the place is reasonable, the rent must be paid at the place while the notice is in force.

(8) If no place is stated in item 11 and there is no notice stating a place, the rent must be paid at an appropriate place.

Examples of an appropriate place—

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

9 Rent in advance—s 87

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

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Note—

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

10 Rent increases—ss 91 and 93

(1) If the lessor proposes to increase the rent, the lessor must give notice of the proposal to the tenant.

(2) The notice must state—

(a) the amount of the increased rent; and

(b) the day from when the rent is payable; and

(c) if the lessor is not an exempt lessor under the Act—the day the rent was last increased for the premises.

(3) The day from when the increased rent is payable must not be earlier than the later of the following—

(a) 2 months after the day the notice is given;

(b) 12 months after the last rent increase for the premises in accordance with section 93.

(4) Subject to an order of the tribunal, the increased rent is payable from the day stated in the notice, and this agreement is taken to be amended accordingly.

(5) However, the increased rent is payable by the tenant only if—

(a) the rent is increased in compliance with this clause and the Act; and

(b) the increased rent is not payable earlier than 12 months after the last rent increase for the premises in accordance with section 93; and

(c) the increase in rent does not relate to—

(i) compliance of the premises with the prescribed minimum housing standards; or

(ii) keeping a pet or working dog at the premises.

(6) Also, if this agreement is a fixed term agreement, the rent may not be increased before the term ends unless—

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(a) this agreement provides for the rent increase; and

(b) this agreement states the amount of the increase or how the amount of the increase is to be worked out: and

(c) the increase is made in compliance with the matters mentioned in paragraph (b).

(7) The period mentioned in subclauses (3)(b) and (5)(b) applies whether the last rent increase for the premises was for the dwelling, its site or both.

11 Application to tribunal about rent increase—s 92

(1) After the lessor gives the tenant notice of a proposed rent increase, the tenant may apply to the tribunal for an order reducing or setting aside the amount of the proposed increase if the tenant believes the increase—

(a) is excessive; or

(b) is not payable under clause 10.

(2) However, the application must be made—

(a) within 30 days after the tenant receives the notice; and

(b) if this agreement is a fixed term agreement—before the term of this agreement ends.

12 Rent decreases—s 94

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

Note—

For information about the situations, see the information statement.

Division 4 Rental bond

13 Rental bond required—ss 111 and 116

(1) If a rental bond is stated in item 13, the tenant must pay to the lessor or lessor's agent the bond—

(a) if a special term requires the bond to be paid at a stated time—at the stated time; or

(b) if a special term requires the bond to be paid by instalments—by instalments; or

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

Note—

There is a maximum rental bond that may be required. See sections 112(1) and 146 and the information statement.

(2) The lessor or lessor's agent must, within 10 days of receiving the rental bond or a part of the bond, pay it to the authority and give the authority a notice, in the approved form, about the bond.

(3) The rental bond is intended to be available to financially protect the lessor if the tenant breaches this agreement.

Example—

The lessor may claim against the rental 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 tribunal for the rental bond at the end of the tenancy, see sections 125 to 141 and the information statement.

14 Increase in rental bond—s 154

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

(a) the rent increases and the lessor gives notice to the tenant to increase the bond; and

(b) the notice is given at least 11 months after—

(i) this agreement started; or

(ii) if the bond has been increased previously, following a notice given under this clause—the day stated in the notice, or the last notice, for making the increase.

(2) The notice must state the increased amount and a day by which the increase must be made.

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(3) For subclause (2), the day must be at least 1 month after the notice is given to the tenant.

Division 5 Outgoings

15 Outgoings—s 163

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

Examples—

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

16 Service charges—ss 164 and 167

(1) The tenant must pay the service charge for a service supplied to the premises during the tenancy if—

(a) the tenant enjoys or shares the benefit of the service; and

(b) the service is stated in item 14; and

(c) the premises are individually metered for the service.

(2) However, the tenant is not required to pay an amount for the service that is more than the amount charged by the relevant supply authority (***the supplier***) for the service.

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

(4) If the supplier charges the lessor for the service—

(a) the lessor must give the tenant copies of the relevant documents about the incurring of the amount of the charge within 4 weeks after the lessor receives the documents; and

(b) the tenant must pay the amount of the charge to the lessor within 4 weeks after the lessor gives the tenant copies of the relevant documents.

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(5) For subclause (4)(b), the tenant is not required to pay an amount for the charge if the tenant has not received a copy of the relevant documents.

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

(1) This clause applies if—

(a) the tenant is not required to pay a service charge for a service the tenant enjoys or shares the benefit of; and

(b) the service becomes unavailable for use by the tenant because of action taken by the lessor; and

(c) the service is a service for which an amount of rent is attributable.

(2) The rent payable under clause 8 is reduced from the day the service became unavailable.

(3) The reduction is the amount that reflects the part of the rent that is attributable to the service, either as agreed by the lessor and tenant or, if they do not agree, as decided by the tribunal.

(4) If the tenant asks the lessor for details of the amount of the rent attributable to service charges for the premises, the lessor must give the tenant a written statement showing—

(a) each service for which an amount of rent is attributable; and

(b) the amount attributed to the service.

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Division 6 Rights and obligations during tenancy

Subdivision 1 Occupation and use of premises

18 No legal impediments to occupation—s 181

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

Examples of possible legal impediments—

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

19 Vacant possession and quiet enjoyment—ss 182 and 183

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

Note—

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

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

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

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

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

(2) Under section 193(4), the lessor or lessor's agent may enter the site of the moveable dwelling to carry out maintenance of the site without giving the notice of entry required by section 193(1) if—

(a) a special term states the frequency with which the entry is required for carrying out the maintenance and the conditions under which the entry may be made; and

(b) the entry is made in accordance with the special term.

Examples of conditions—

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

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

(1) The tenant may use the premises—

(a) only as a place of residence; or

(b) mainly as a place of residence and for another use allowed under a special term.

(2) The tenant must not—

(a) use the premises for an illegal purpose; or

(b) cause a nuisance by the use of the premises; or

Examples of things that may constitute a nuisance—

- using paints or chemicals on the premises that go onto or cause odours on adjoining land or sites
- making 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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(d) allow another person on the premises to interfere with the reasonable peace, comfort or privacy of a neighbour of the tenant.

22 Park rules—ss 52, 68 and 228–236

(1) This clause applies if the premises are moveable dwelling premises in a moveable dwelling park.

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

(3) If a park rule is changed, the lessor must give the tenant a copy of the rule as changed as soon as practicable after the change takes effect.

(4) The tenant must comply with the park rules.

(5) The tenant must comply with a changed park rule if the change has taken effect.

Note—

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

(6) Subclause (2) does not apply if—

(a) this agreement has the effect of continuing the tenant's right to occupy the premises under an earlier residential tenancy agreement; and

(b) the lessor gave the tenant a copy of the park rules in relation to the earlier agreement.

23 Number of occupants allowed

No more than the number of persons stated in item 16 may reside at the premises.

Subdivision 2 Standard of premises

24 Lessor's obligations—ss 185–187

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

(a) if the premises are site-only premises—ensure the premises are clean and a fit site for a moveable dwelling; and

(b) if the premises are not site-only premises, ensure—

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

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

(c) if the premises are moveable dwelling premises in a moveable dwelling park and the lessor is not a home owner for the premises, ensure—

(i) the facilities in the moveable dwelling park are clean, fit for the tenant to use and in good repair; and

(ii) the lessor is not in breach of a law dealing with issues about the health or safety of persons using or entering the facilities; and

(d) ensure the premises otherwise comply with any prescribed minimum housing standards applying to the premises.

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

(a) if the premises are site-only premises—ensure the premises remain a fit site for a moveable dwelling; and

(b) if the premises are not site-only premises—

(i) maintain the premises in good repair and in a way that the premises remain fit for the tenant to live in; and

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(ii) ensure any law dealing with issues about the health or safety of persons using or entering the premises is complied with; and

(iii) keep any common area included in the premises clean; and

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

(i) keep the facilities in the moveable dwelling park clean; and

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

(iii) ensure any law dealing with issues about the health or safety of persons using the facilities is complied with; and

(d) ensure the premises otherwise comply with any prescribed minimum housing standards applying to the premises.

Note—

For information about the maintenance, see the information statement.

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

(4) In this clause—

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

25 Tenant's obligations generally—ss 188 and 190

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

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(2) The tenant's obligation under subclause (1) applies having regard to the condition of the premises at the start of the tenancy and any improvements made later by the lessor.

(3) If the premises are not site-only premises, the tenant—

(a) must keep the premises clean, having regard to their condition at the start of the tenancy; and

(b) must not maliciously damage, or allow someone else to maliciously damage, the premises.

(4) However, the tenant's obligations under subclause (3) do not apply to the extent the obligations would have the effect of requiring the tenant to repair, or compensate the lessor for, damage to the premises caused by an act of domestic violence experienced by the tenant.

26 Tenant's obligations for facilities in moveable dwelling park—s 189

(1) This clause applies only to an agreement for moveable dwelling premises in a moveable dwelling park.

(2) The tenant must not—

(a) do anything to a facility in the park that makes the facility unfit for use or detracts from its appearance; or

(b) intentionally or negligently damage a facility in the park.

Subdivision 3 The dwelling

27 Fixtures or structural changes—ss 207–209

(1) The tenant may attach a fixture, or make a structural change, to the premises only if—

(a) the tenant gives the lessor a request, in the approved form, for approval to attach the fixture or make the structural change; and

(b) the lessor agrees to the request; and

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(c) for body corporate premises—the body corporate agrees to the request; and

(d) the fixture is attached, or structural change is made, in accordance with the lessor's agreement.

Note—

Fixtures are generally items permanently attached to land or to a building that are intended to become part of the land or building. Attaching a fixture may include, for example, gluing, nailing or screwing the fixture to a wall.

(2) The lessor must—

(a) decide the request—

(i) within 28 days after receiving the request; or

(ii) if the premises are not body corporate premises—within a longer period, if agreed to by the tenant and lessor; and

(b) advise the tenant of the lessor's decision; and

(c) if the lessor agrees to the request and the premises are body corporate premises—

(i) state that the lessor's agreement is subject to agreement by the body corporate; and

(ii) give the request to the body corporate within 28 days after receiving the request; and

(iii) advise the tenant as soon as reasonably practicable of the body corporate's decision about the request.

Note—

A moveable dwelling park may be subject to local laws including, for example, local laws that provide for a local government to apply conditions to the park's licence to operate. The conditions to the park's licence to operate may limit the fixtures or structural changes that may be made to moveable dwelling premises in the moveable dwelling park.

(3) If the lessor agrees to the request, the lessor must give the tenant an agreement that—

(a) is in writing; and

(b) describes the nature of the fixture or structural change; and

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(c) states any conditions of the agreement, including any conditions given by the body corporate.

Examples of conditions—

- that the tenant must maintain the fixture in a particular way
- that the tenant must remove the fixture and must repair damage caused by removing the fixture
- that the lessor must compensate the tenant for the fixture if the tenant can not remove it

(4) The tenant must comply with any conditions of the agreement given by the lessor or body corporate.

(5) In this clause—

body corporate premises means premises—

(a) that are part of a body corporate scheme; and

(b) for which, under a body corporate law or body corporate by-law, the approval of the body corporate is required for the attachment of a fixture, or the making of a structural change, to the premises.

28 Action by lessor for breach of lessor's agreement about fixture or structural change—s 209A

(1) This clause applies if—

(a) the tenant attaches a fixture, or makes a structural change, to the premises; and

(b) the lessor's agreement is given under section 208 to attach the fixture or make the structural change; and

(c) the tenant does not attach the fixture, or make the structural change, in accordance with the lessor's agreement.

(2) The lessor may—

(a) take action for a breach of a term of this agreement; or

(b) waive the breach and treat the fixture or structural change as an improvement to the premises for the lessor's benefit.

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29 Supply of locks and keys—s 210

(1) The lessor must supply and maintain all locks necessary to ensure the premises are reasonably secure.

(2) The lessor must give the tenant, or if there is more than 1 tenant, give 1 of the tenants, a key for each lock that—

(a) secures an entry to the premises; or

(b) secures a road or other place normally used to gain access to, or leave, the area or building in which the premises are situated; or

(c) is part of the premises.

(3) If there is more than 1 tenant, the lessor must give the other tenants a key for the locks mentioned in subclause (2)(a) and (b).

30 Changing locks—ss 211 and 212

(1) The lessor or tenant may change a lock at the premises only if—

(a) the other party to this agreement agrees to the change; or

(b) the lessor or tenant has a reasonable excuse for making the change; or

(c) the lessor or tenant believes the change is necessary because of an emergency; or

(d) the lock is changed to comply with an order of the tribunal.

(2) However, the tenant may also change a lock at the premises if the tenant—

(a) believes the change is necessary to protect the tenant or another occupant of the premises from domestic violence; and

(b) engages a locksmith or other qualified tradesperson to change the lock.

(3) The lessor or tenant must not act unreasonably in failing to agree to the change of a lock.

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(4) If the lessor or tenant changes a lock, the lessor or tenant must give the other party to this agreement a key for the changed lock, unless—

(a) the other party agrees to not being given the key; or

(b) the tribunal orders that the key not be given to the other party.

(5) If the tenant changes a lock under subclause (2) and gives the lessor a key for the changed lock, the lessor must not give the key to any other person without the tenant's agreement or a reasonable excuse.

(6) The right of the lessor or tenant to change a lock under this clause is subject to a body corporate law or a body corporate by-law that applies to the premises.

Subdivision 4 Damage and repairs

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

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

(a) a burst water service or serious water service leak;

(b) a blocked or broken lavatory system;

(c) a serious roof leak;

(d) a gas leak;

(e) a dangerous electrical fault;

(f) flooding or serious flood damage;

(g) serious storm, fire or impact damage;

(h) a failure or breakdown of the gas, electricity or water supply to the premises;

(i) a failure or breakdown of an essential service or appliance on the premises for hot water, cooking or heating;

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(j) a fault or damage that makes the premises unsafe or insecure;

(k) a fault or damage likely to injure a person, damage property or unduly inconvenience a tenant of the premises;

(l) a serious fault in a staircase, lift or other common area of the premises that unduly inconveniences a tenant in gaining access to, or using, the premises.

(2) Also, ***emergency repairs*** are works needed for the premises to comply with the prescribed minimum housing standards.

(3) ***Routine repairs*** are repairs that are not emergency repairs.

32 Nominated repairer for emergency repairs—s 216

(1) The lessor's nominated repairer for emergency repairs of a particular type must be stated either—

(a) in item 17; or

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

(2) The notice must state—

(a) the name and telephone number of the nominated repairer; and

(b) whether or not the nominated repairer is the tenant's first point of contact for notifying of the need for emergency repairs.

(3) The lessor must give notice to the tenant of any change of the lessor's nominated repairer or the telephone number of the nominated repairer.

(4) This clause does not apply if—

(a) the lessor has given the tenant a telephone number of the lessor; and

(b) the lessor gives notice to the tenant that the lessor is to arrange for emergency repairs to be made to the premises.

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33 Notice of damage—s 217

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

(2) If the premises need routine repairs, the notice must be given to the lessor.

(3) If the premises need emergency repairs, the notice must be given to the lessor if—

(a) there is no nominated repairer for the repairs; or

(b) a nominated repairer for the repairs is not the tenant's first point of contact; or

(c) a nominated repairer for the repairs is the tenant's first point of contact but the tenant has been unable to contact the repairer after making reasonable efforts.

(4) If the premises need emergency repairs and there is a nominated repairer of the lessor for the repairs, the notice must be given to the repairer if—

(a) the repairer is the tenant's first point of contact; or

(b) the repairer is not the tenant's first point of contact but the tenant has been unable to contact the lessor after making reasonable efforts.

(5) Despite clause 54, a notice under this clause does not need to be written.

(6) This clause does not apply to the tenant for damage caused by an act of domestic violence experienced by the tenant.

34 Emergency repairs arranged by tenant—ss 218 and 219

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

(a) the tenant has been unable to notify the lessor or nominated repairer of the need for the repairs; or

(b) the repairs are not made within a reasonable time after notice is given.

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Note—

Section 219A also provides that the lessor's agent may arrange for emergency repairs.

(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 4 weeks rent.

Note—

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

Subdivision 5 Pets

35 Keeping pets and other animals at premises—ss 184B and 184G

(1) The tenant may keep a pet or other animal at the premises only with the approval of the lessor.

(2) However, the tenant may keep a working dog at the premises without the lessor's approval.

(3) The tenant has the approval of the lessor to keep a pet at the premises if keeping the pet at the premises is consistent with item 18.

Notes—

1 If item 18 states 2 cats, the tenant is approved by the lessor to keep up to 2 cats at the premises.

2 For additional approvals to keep a pet at the premises, see clause 37.

(4) An authorisation to keep a pet or working dog at the premises continues for the life of the pet or working dog and is not affected by any of the following matters—

(a) the ending of this agreement, if the tenant continues occupying the premises under a new agreement;

(b) a change in the lessor or lessor's agent;

(c) for a working dog—the retirement of the dog from the service the dog provided as a working dog.

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(5) An authorisation to keep a pet, working dog or other animal at the premises may be restricted by a body corporate by-law, park rule or other law about keeping animals at the premises.

Examples—

1 The premises may be subject to a local law that limits the number or types of animals that may be kept at the premises.

2 The premises may be subject to park rules about the keeping of pets at the premises.

36 Tenant responsible for pets and other animals—s 184C

(1) The tenant is responsible for all nuisance caused by a pet or other animal kept at the premises, including, for example, noise caused by the pet or other animal.

(2) The tenant is responsible for repairing any damage to the premises caused by the pet or other animal.

(3) Damage to the premises caused by the pet or other animal is not fair wear and tear.

37 Request for approval to keep pet—ss 184D and 184E

(1) The tenant may, using the approved form, request the lessor's approval to keep a stated pet at the premises.

(2) The lessor must respond to the tenant's request within 14 days after receiving the request.

(3) The lessor's response to the request must be in writing and state—

(a) whether the lessor approves or refuses the tenant's request; and

(b) if the lessor approves the tenant's request subject to conditions—the conditions of the approval; and

Note—

See clause 38 for limitations on conditions of approval to keep a pet at the premises.

(c) if the lessor refuses the tenant's request—

(i) the grounds for the refusal; and

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(ii) the reasons the lessor believes the grounds for the refusal apply to the request.

(4) The lessor may refuse the request for approval to keep a pet at the premises only on 1 or more of the following grounds—

(a) keeping the pet would exceed a reasonable number of animals being kept at the premises;

(b) the premises are unsuitable for keeping the pet because of a lack of appropriate fencing, open space or another thing necessary to humanely accommodate the pet;

(c) keeping the pet is likely to cause damage to the premises that could not practicably be repaired for a cost that is less than the amount of the rental bond for the premises;

(d) keeping the pet would pose an unacceptable risk to the health and safety of a person, including, for example, because the pet is venomous;

(e) keeping the pet would contravene a law;

(f) keeping the pet would contravene a body corporate by-law or park rule applying to the premises;

(g) if the lessor proposed reasonable conditions for approval and the conditions comply with clause 38—the tenant has not agreed to the conditions;

(h) the animal stated in the request is not a pet as defined in section 184A;

(i) keeping the pet would contravene a condition of a licence applying to the moveable dwelling premises;

(j) another ground prescribed by a regulation under section 184E(1)(j).

(5) The lessor is taken to approve the keeping of the pet at the premises if—

(a) the lessor does not comply with subclause (2); or

(b) the lessor's response does not comply with subclause (3).

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38 Conditions for approval to keep pet at premises—s 184F

(1) The lessor's approval to keep a pet at the premises may be subject to conditions if the conditions—

(a) relate only to keeping the pet at the premises; and

(b) are reasonable having regard to the type of pet and the nature of the premises; and

(c) are stated in the written approval given to the tenant under clause 37(3).

(2) Without limiting subclause (1)(b), the following conditions of the lessor's approval are taken to be reasonable—

(a) if the pet is not a type of pet ordinarily kept inside—a condition requiring the pet to be kept outside at the premises;

(b) if the pet is capable of carrying parasites that could infest the premises—a condition requiring the premises to be professionally fumigated at the end of the tenancy;

(c) if the pet is allowed inside the premises—a condition requiring carpets in the premises to be professionally cleaned at the end of the tenancy.

(3) A condition of the lessor's approval to keep a pet at the premises is void if the condition—

(a) would have the effect of the lessor contravening section 171 or 172; or

(b) would, as a term of this agreement, be void under section 173; or

(c) would increase the rent or rental bond payable by the tenant; or

(d) would require any form of security from the tenant.

(4) For subclause (2), the premises are professionally fumigated, and carpets are professionally cleaned, if the fumigation and cleaning are done to a standard ordinarily achieved by businesses selling those services.

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Division 7 Restrictions on transfer or subletting by tenant

39 General—ss 238 and 240

(1) Subject to clause 40, the tenant may transfer all or a part of the tenant's interest under this agreement, or sublet the premises, only if—

(a) the lessor agrees in writing to the transfer or subletting; or

(b) the transfer or subletting is made under an order of the tribunal.

(2) The lessor must act reasonably in failing to agree to the transfer or subletting.

(3) The lessor is taken to act unreasonably in failing to agree to the transfer or subletting if the lessor acts in a capricious or retaliatory way.

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

40 State assisted lessors or employees of lessor—s 237

(1) This clause applies if—

(a) the lessor is an entity receiving assistance from the State to supply rented accommodation; or

(b) the tenant's right to occupy the premises is given under 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.

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Division 8 Relocation

41 Application of division

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

42 Notice to relocate to another site—s 223

(1) The lessor may give a notice (a ***notice to relocate***) to the tenant requiring the tenant to relocate the moveable dwelling to another site in the moveable dwelling park within a stated period only if—

(a) either—

(i) the relocation is necessary to allow the carrying out of necessary or desirable work in the park or because of an emergency or for health or safety reasons; or

Examples of work that might be necessary or desirable—

maintenance, repairs, upgrading or restoration

(ii) the lessor is a home owner for the dwelling and the lessor must, under a site agreement under the *Manufactured Homes (Residential Parks) Act 2003*, reposition the moveable dwelling; and

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

(2) The notice must identify the other site and state the period within which the tenant is to relocate and the reasons for the relocation.

(3) If the relocation is necessary because of an emergency or for health or safety reasons, the period must be reasonable.

(4) Otherwise, the period must be a reasonable period of at least 1 month after the notice is given to the tenant.

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43 Restriction against enforcing relocation—s 224

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

44 Effect of relocation—s 225

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

45 Costs and expenses of relocation—s 226

(1) The reasonable costs and expenses incurred by the tenant in complying with the notice to relocate are payable to the tenant by the lessor.

(2) The tribunal may, on application by the tenant, make an order requiring the lessor to pay the tenant the amount it considers the tenant is entitled to for the costs and expenses.

Division 9 When agreement ends

46 Ending of agreement—s 277

(1) This agreement ends only if—

(a) the lessor and tenant agree, in a separate written document, to end this agreement; or

(b) the lessor gives a notice to leave premises to the tenant under section 326 and the tenant hands over vacant possession of the premises to the lessor on or after the handover day stated in the notice; or

(c) the tenant gives a notice of intention to leave premises to the lessor under section 327 and hands over vacant possession of the premises to the lessor on or after the handover day stated in the notice; or

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(d) the tenant vacates, or is removed from, the premises after receiving a notice from a mortgagee or appointed person under section 317; or

(e) the tenant abandons the premises and the period for which the tenant paid rent has ended; or

(f) the tribunal makes an order terminating this agreement.

(2) Also, this agreement ends for a sole tenant if—

(a) the tenant gives the lessor a notice ending tenancy interest and hands over vacant possession of the premises; or

Note—

See chapter 5, part 1, division 3, subdivision 2A of the Act for the obligations of the lessor and tenant relating to a notice ending tenancy interest.

(b) the tenant dies.

Note—

See section 324A for when this agreement ends if a sole tenant dies.

47 Condition premises must be left in—s 188

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

Examples of what might be fair wear and tear—

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

(2) The tenant's obligation mentioned in subclause (1) does not apply to the extent the obligation would have the effect of requiring the tenant to repair, or compensate the lessor for, damage to the premises caused by an act of domestic violence experienced by the tenant.

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48 Keys

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

49 Tenant's forwarding address—s 205

(1) When handing over possession of the premises, the tenant must, if the lessor or lessor's agent asks the tenant in writing to state the tenant's new residential address, tell the lessor or lessor's agent the tenant's new residential address.

(2) However, subclause (1) does not apply if—

(a) the tenant has a reasonable excuse for not telling the lessor or lessor's agent the new address; or

(b) after experiencing domestic violence, the tenant ended the tenant's interest in this agreement, under chapter 5, part 1, division 3, subdivision 2A of the Act.

50 Exit condition report—s 66

(1) The tenant must, on or before the day this agreement ends, prepare and sign a condition report for the premises in the approved form.

Note—

For the approved form for the condition report, see the information statement.

(2) As soon as practicable after this agreement ends, the tenant must give 1 copy of the condition report to the lessor or lessor's agent.

Example of what might be as soon as practicable—

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

(3) The lessor or lessor's agent must, within 3 business days after receiving the copy of the condition report—

(a) sign the copy; and

(b) if the lessor or lessor's agent does not agree with the report—show the parts of the report the lessor or lessor's

agent disagrees with by marking the copy in an appropriate way; and

(c) if the tenant has given a forwarding address to the lessor or lessor's agent—make a copy of the report and return it to the tenant at the address.

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

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

(1) The tenant must take all of the tenant's belongings from the premises at the end of the tenancy.

(2) The lessor may not treat belongings left behind as the lessor's own property but must deal with them under sections 363 and 364.

Division 10 Miscellaneous

52 Supply of goods and services—s 171

(1) The lessor or lessor's agent must not require the tenant to buy goods or services from the lessor, the lessor's agent or a person nominated by the lessor or lessor's agent.

(2) Subclause (1) does not apply to—

(a) a requirement about a service charge; or

(b) a condition of an approval to keep a pet if the condition—

(i) requires the carpets to be cleaned, or the premises to be fumigated, at the end of the tenancy; and

(ii) complies with clause 38; and

(iii) does not require the tenant to buy cleaning or fumigation services from a particular person or business.

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53 Lessor's agent—s 206

(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 lessor's agent may—

(a) stand in the lessor's place in any application to the tribunal by the lessor or tenant; or

(b) do any thing else the lessor may do, or is required to do, under this agreement.

Note—

See also sections 24 and 25.

54 Notices

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

(2) A notice from the tenant to the lessor may be given to the lessor's agent.

(3) A notice may be given to a relevant party—

(a) by giving it to the relevant party personally; or

(b) if an address for service for the relevant party is stated in item 1, 2 or 3—by leaving it at the address or sending it by prepaid post as a letter to the address; or

(c) if an electronic address for a type of electronic communication for the relevant party is stated in item 1, 2 or 3 and item 4 indicates that a notice may be given by that type of electronic communication—by sending it by electronic communication to the electronic address in accordance with the *Electronic Transactions (Queensland) Act 2001*.

Examples of types of electronic communication—

email, facsimile, text message

(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.

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(5) A relevant party may change their address for service or electronic address only by giving notice to each other relevant party of their new address for service or a new electronic address.

(6) On the giving of a notice of a new address for service or new electronic address for a relevant party, the address for service or electronic address stated in the notice is taken to be the relevant party's address for the relevant item in this agreement.

(7) A relevant party may withdraw their consent to notices being given to them by electronic communication, or to a specific electronic address, only by giving notice to each other relevant party that notices are no longer to be given to the relevant party electronically, or to that electronic address.

(8) Unless the contrary is proved—

(a) a notice left at an address for service is taken to have been received by the person 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 electronic communication to an electronic address is taken to have been received by the recipient—

(i) if the type of electronic communication is email—when the email enters the recipient's email server; or

(ii) if the type of electronic communication is facsimile—when the sender's facsimile machine produces a transmission report indicating all pages of the notice have been successfully sent; or

(iii) otherwise—at the time stated in the *Electronic Transactions (Queensland) Act 2001*, section 24.

(9) In this clause—

relevant party means—

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(a) the lessor; or

(b) the tenant; or

(c) if there is an agent of the lessor—the lessor's agent.

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Schedule 3 State tenancy agreements

section 12

Part 1 Tenancy information

Item

1 Lessor

1.1 Lessor's name and address for service.

1.2 Any other contact details for the lessor.

Note—

Item 1.2 is optional.

2 Tenant

2.1 Tenant's name and contact details.

2.2 An address for service (other than the address of the premises) or other contact details for service.

Note—

Item 2.2 is optional. See clause 47(4).

2.3 The name, telephone number and email address of a person who is an emergency contact for the tenant.

3 Lessor's agent

3.1 If the lessor has an agent, the agent's name and address for service.

3.2 Any other contact details for the lessor's agent.

Note—

Item 3.2 is optional.

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4 Service of notices

4.1 Whether a notice may be given to the lessor by electronic communication.

4.2 Whether a notice may be given to the tenant by electronic communication.

4.3 Whether a notice may be given to the lessor's agent by electronic communication.

5 Premises

5.1 The address of the premises.

5.2 Any inclusions for the premises.

Examples of inclusions—

furniture or other household goods let with the premises

5.3 Details of any repair orders applying to the premises or inclusions for the premises.

6 Term of agreement

6.1 Whether the agreement is a fixed term agreement or a periodic agreement.

6.2 The day the agreement starts.

Note—

See clause 4(2).

6.3 If the agreement is a fixed term agreement, the day the agreement finishes.

7 Rent—amount

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

Note—

See clause 8.

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8 Rent—day of payment

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

Note—

See clause 9(1).

9 Rent—methods of payment

The ways for the tenant to pay the rent.

Note—

Under section 83, there must be at least 2 ways. See also clause 9(2)(a).

10 Rent—place of payment

Where the rent must be paid.

Note—

Item 10 is optional. See clause 9(5) to (7).

11 Rental bond

The amount of any rental bond.

Note—

See clause 11.

12 Services

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

Examples of services—

electricity and gas

Note—

See clause 14.

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

Note—

See clause 15.

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13 Apportionment of charges

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

Example of how an apportionment might be worked out—

the tenant must pay a percentage of the total charge

Note—

See clause 14(c).

14 How services must be paid for

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

Note—

See clause 14(d).

15 Number of occupants

The number of persons allowed to reside at the premises.

Note—

See clause 20.

16 Body corporate by-laws

16.1 Whether body corporate by-laws apply to the tenant's occupation of the premises.

16.2 Whether the tenant has been given a copy of the relevant by-laws.

Note—

See clause 21.

17 Nominated repairers

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

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(a) electrical repairs;

(b) plumbing repairs;

(c) other repairs.

17.2 Whether or not the nominated repairer is the tenant's first point of contact for notifying of the need for emergency repairs.

Note—

See clause 29(4).

18 Pets

The type and number of any pets approved by the lessor to be kept at the premises.

Note—

See clauses 32 to 35.

Part 2 Standard terms

Division 1 Preliminary

1 Interpretation

In this agreement—

(a) a reference to ***the premises*** includes a reference to any inclusions for the premises stated in item 5.2; and

(b) a reference to a numbered section is a reference to the section in the *Residential Tenancies and Rooming Accommodation Act 2008* (***the Act***) with that number; and

(c) a reference to a numbered item is a reference to the item with that number in part 1 of this agreement; and

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

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2 Terms of a State tenancy agreement—ss 52 and 54–56

(1) This part states, under section 55, the standard terms of a State tenancy agreement.

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

(3) The lessor and tenant may agree on other terms of this agreement (***special terms***).

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

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

(6) Any body corporate by-laws that apply to the occupation of the premises by the tenant, for the time being in force, are taken to be terms of this agreement.

(7) A breach of this agreement may also be an offence under the Act.

Examples for subclause (7)—

1 It is an offence for the lessor or lessor's agent to enter the premises in contravention of the rules of entry under sections 192 to 199.

2 It is an offence if the tenant does not sign and return the condition report to the lessor or lessor's agent under section 65.

3 More than 1 lessor or tenant

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

(i) if a special term states the tenants are joint tenants—as a joint tenant; or

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(ii) otherwise—as a tenant in common; and

(b) must perform all of the tenant's obligations under this agreement.

Division 2 Entering tenancy

4 Start of tenancy

(1) The tenancy starts on the day stated in item 6.2.

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

5 Entry condition report—s 65

(1) The lessor or lessor's agent must prepare, in the approved form, and sign a condition report for the premises.

(2) A copy of the condition report must be given to the tenant on or before the day the tenant occupies the premises under this agreement.

(3) If the tenant does not agree with the condition report, the tenant must mark the copy of the report in an appropriate way to show the parts the tenant disagrees with.

(4) The tenant must sign and return the copy of the condition report to the lessor or lessor's agent no later than 7 days after the later of the following days—

(a) the day the tenant occupies the premises;

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

(5) After the copy of the condition report is returned to the lessor or lessor's agent by the tenant, the lessor or lessor's agent must make a copy of the condition report and return it to the tenant within 14 days.

(6) However, the lessor or lessor's agent does not have to prepare a condition report for the premises if—

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(a) this agreement has the effect of continuing the tenant's right to occupy the premises under an earlier residential tenancy agreement; and

(b) in accordance with the Act, a condition report was prepared for the premises for the earlier residential tenancy agreement.

(7) If a condition report is not prepared for this agreement because subclause (6) applies, the condition report prepared for the earlier residential tenancy agreement is taken to be the condition report for this agreement.

6 Continuation of fixed term agreement—s 70

(1) This clause applies if—

(a) this agreement is a fixed term agreement; and

(b) none of the following notices are given, or agreements or applications made before the day the term ends (the ***end day***)—

(i) a notice to leave;

(ii) a notice of intention to leave;

(iii) an abandonment termination notice;

(iv) a notice, agreement or application relating to the death of a sole tenant under section 324A;

(v) a separate written agreement between the lessor and tenant under section 277(a) to end this agreement.

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

Note—

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

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7 Costs apply to early ending of fixed term agreement—s 357A

(1) This clause applies if—

(a) this agreement is a fixed term agreement; and

(b) the tenant ends this agreement before the term ends other than in a way permitted under the Act.

(2) The tenant must pay the reletting costs under section 357A(3).

Note—

For when the tenant may end this agreement early, see clause 39 and the information statement.

(3) This clause does not apply if, after experiencing domestic violence, the tenant ends the tenant's interest in this agreement under chapter 5, part 1, division 3, subdivision 2A of the Act.

Division 3 Rent

8 Amount

(1) The amount of the rent is the amount stated in item 7, as varied under subclause (2).

(2) The amount of the rent may be varied by the lessor from time to time—

(a) if the lessor is the chief executive of the housing department, acting on behalf of the State—in accordance with the public housing rent policy; or

(b) if the tenant is an officer or employee of the State and occupies the premises in connection with their employment—

(i) if an industrial instrument applying to the tenant or the tenant's contract of employment states an amount of rent or a way to calculate rent—to the amount stated or calculated in accordance with the way stated; or

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(ii) otherwise—to the amount calculated by the chief executive of the department in which the tenant is employed in accordance with a policy of the department applying to the tenant.

(3) In this clause—

public housing rent policy means the document called 'Public housing rent policy', published on the department's website.

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

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

(2) The rent must be paid—

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

Note—

Under section 83, at least 2 ways for the tenant to pay the rent must be stated in this agreement.

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

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

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

(c) if the lessor or lessor's agent intends to change the way rent is paid to a way that is not stated in item 9 and no way is agreed to after the signing of this agreement—in a way the lessor or lessor's agent proposes by notice to the tenant under section 84A.

(3) The lessor or lessor's agent must give the tenant a notice advising of the costs associated with the ways to pay rent offered to the tenant that the tenant would not reasonably be aware of if the lessor or lessor's agent knows or could reasonably be expected to find out about the costs.

(4) Also, the lessor or lessor's agent must declare any financial benefit the lessor or lessor's agent may receive if the tenant uses a particular way to pay rent.

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(5) If a place is stated in item 10, the rent must be paid at that place.

(6) If, after the signing of this agreement, the lessor gives a notice to the tenant stating a place, or a different place, for payment of rent and the place is reasonable, the rent must be paid at the place while the notice is in force.

(7) 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
- the office of the lessor's agent

10 Rent in advance—s 87

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

(a) for a periodic agreement—2 weeks rent; or

(b) for a fixed term agreement—1 month rent.

Note—

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

Division 4 Rental bond

11 Rental bond required—ss 111 and 116

(1) If a rental bond is stated in item 11, the tenant must pay to the lessor or lessor's agent the bond—

(a) if a special term requires the bond to be paid at a stated time—at the stated time; or

(b) if a special term requires the bond to be paid by instalments—by instalments; or

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

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Note—

There is a maximum rental bond that may be required. See sections 112(1) and 146 and the information statement.

(2) The lessor or lessor's agent must, within 10 days of receiving the rental bond or a part of the bond, pay it to the authority and give the authority a notice, in the approved form, about the bond.

(3) The rental bond is intended to be available to financially protect the lessor if the tenant breaches this agreement.

Example—

The lessor may claim against the rental 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 tribunal for the rental bond at the end of the tenancy, see sections 125 to 141 and the information statement.

12 Increase in rental bond—s 154

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

(a) the rent increases and the lessor gives notice to the tenant to increase the bond; and

(b) the notice is given at least 11 months after—

(i) this agreement started; or

(ii) if the bond has been increased previously, following a notice given under this clause—the day stated in the notice, or the last notice, for making the increase.

(2) The notice must state the increased amount and a day by which the increase must be made.

(3) For subclause (2), the day must be at least 1 month after the notice is given to the tenant.

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Division 5 Outgoings

13 Outgoings—s 163

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

Examples—

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

(2) This clause does not apply if—

(a) rent is not payable under this agreement; and

(b) the tenant is an entity receiving financial or other assistance from the State to supply rented accommodation to persons.

14 General service charges—ss 164 and 165

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

(a) the tenant enjoys or shares the benefit of the service; and

(b) the service is stated in item 12.1; and

(c) either—

(i) the premises are individually metered for the service; or

(ii) item 13 states how the tenant's apportionment of the cost of the service is to be worked out; and

(d) item 14 states how the charge may be recovered by the lessor from the tenant.

Note—

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

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15 Water service charges—ss 164, 166 and 166A

(1) The tenant must pay an amount for the water consumption charges for the premises if—

(a) the tenant is enjoying or sharing the benefit of a water service to the premises; and

(b) the premises are individually metered for the supply of water or water is supplied to the premises by delivery by means of a vehicle; and

(c) item 12.2 states that the tenant must pay for water supplied to the premises.

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

(a) that is more than the amount of the water consumption charges payable to the relevant water supplier; or

(b) that is a fixed charge for the water service to the premises.

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

(4) In deciding what is a reasonable quantity of water for subclause (3), regard must be had to the matters mentioned in section 169(4)(a) to (e).

(5) The lessor must give the tenant copies of water consumption charges documents within 4 weeks after the lessor receives the documents.

(6) The tenant must pay the amount of the water consumption charge to the lessor within 4 weeks after the lessor gives the tenant copies of water consumption charges documents about the incurring of the amount.

(7) The tenant is not required to pay an amount for the water consumption charges if the tenant has not received a copy of the water consumption charges document about the amount payable to the relevant water supplier.

(8) Subclause (9) applies if water consumption charges are payable for a period that includes part but not all of a period

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specified, or to be specified, in a water consumption charges document.

(9) The tenant may be required to pay an amount, calculated for a partial billing period under section 166A, using—

(a) a meter reading for the premises recorded in a condition report; and

(b) a reasonable estimate of the volume of water supplied to the premises during the period for which water consumption charges are payable by the tenant; and

(c) the rate used to calculate the water consumption charge stated in the most recent water consumption charges document.

(10) In this clause—

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

Note—

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

water consumption charges document means a document, issued to the lessor by the relevant water supplier, stating the amount of water consumption charges for the premises that are payable to the supplier.

Division 6 Rights and obligations during tenancy

Subdivision 1 Occupation and use of premises

16 No legal impediments to occupation—s 181

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

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lessor knew about the impediment or ought reasonably to have known about it.

Examples of possible legal impediments—

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

17 Vacant possession and quiet enjoyment—ss 182 and 183

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

Note—

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

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

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

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

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

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

(1) The tenant may use the premises—

(a) only as a place of residence; or

(b) mainly as a place of residence and for another use allowed under a special term.

(2) The tenant must not—

(a) use the premises for an illegal purpose; or

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(b) cause a nuisance by the use of the premises; or

Examples of things that may constitute a nuisance—

- using paints or chemicals on the premises that go onto or cause odours on adjoining land
- making loud noises
- allowing large amounts of water to escape onto adjoining land

(c) interfere with the reasonable peace, comfort or privacy of a neighbour of the tenant; or

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

20 Number of occupants allowed

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

21 Body corporate by-laws—s 69

(1) The lessor must give the tenant a copy of any body corporate by-laws applicable to—

(a) the occupation of the premises; or

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

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

(3) Subclause (1) does not apply if—

(a) this agreement has the effect of continuing the tenant's right to occupy the premises under an earlier residential tenancy agreement; and

(b) the lessor gave the tenant a copy of the body corporate by-laws in relation to the earlier agreement.

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Subdivision 2 Standard of premises

22 Lessor's obligations—s 185

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

(a) the premises are clean; and

(b) the premises are fit for the tenant to live in; and

(c) the premises are in good repair; and

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

(e) the premises otherwise comply with any prescribed minimum housing standards applying to the premises.

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

(a) maintain the premises in a way that the premises remain fit for the tenant to live in; and

(b) maintain the premises in good repair; and

(c) ensure any law dealing with issues about the health or safety of persons using the premises is complied with; and

(d) keep any common area included in the premises clean; and

(e) ensure the premises otherwise comply with any prescribed minimum housing standards applying to the premises.

(3) However, the lessor is not required to comply with subclause (1)(c) or (2)(a) for any non-standard items and the lessor is not responsible for their maintenance if—

(a) the non-standard items are stated in this agreement and this agreement states the lessor is not responsible for their maintenance; and

(b) the non-standard items are not necessary and reasonable to make the premises a fit place in which to live; and

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(c) the non-standard items are not a risk to health or safety; and

(d) for fixtures—the fixtures were not attached to the premises by the lessor.

(4) In this clause—

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

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

23 Tenant's obligations generally—s 188

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

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

(3) The tenant's obligations under this clause do not apply to the extent the obligations would have the effect of requiring the tenant to repair, or compensate the lessor for, damage to the premises caused by an act of domestic violence experienced by the tenant.

Subdivision 3 The dwelling

24 Fixtures or structural changes—ss 207–209

(1) The tenant may attach a fixture, or make a structural change, to the premises only if—

(a) the tenant gives the lessor a request, in the approved form, for approval to attach the fixture or make the structural change; and

(b) the lessor agrees to the request; and

(c) for body corporate premises—the body corporate agrees to the request; and

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(d) the fixture is attached, or structural change is made, in accordance with the lessor's agreement.

Note—

Fixtures are generally items permanently attached to land or to a building that are intended to become part of the land or building. Attaching a fixture may include, for example, gluing, nailing or screwing the fixture to a wall.

(2) The lessor must—

(a) decide the request—

(i) within 28 days after receiving the request; or

(ii) if the premises are not body corporate premises—within a longer period, if agreed to by the tenant and lessor; and

(b) advise the tenant of the lessor's decision; and

(c) if the lessor agrees to the request and the premises are body corporate premises—

(i) state that the lessor's agreement is subject to agreement by the body corporate; and

(ii) give the request to the body corporate within 28 days after receiving the request; and

(iii) advise the tenant as soon as reasonably practicable of the body corporate's decision about the request.

(3) If the lessor agrees to the request, the lessor must give the tenant an agreement that—

(a) is in writing; and

(b) describes the nature of the fixture or structural change; and

(c) states any conditions of the agreement, including any conditions given by the body corporate.

Examples of conditions—

- that the tenant must maintain the fixture in a particular way
- that the tenant must remove the fixture and must repair damage caused by removing the fixture

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- that the lessor must compensate the tenant for the fixture if the tenant can not remove it

(4) The tenant must comply with any conditions of the agreement given by the lessor or body corporate.

(5) In this clause—

body corporate premises means premises—

(a) that are part of a body corporate scheme; and

(b) for which, under a body corporate law or body corporate by-law, the approval of the body corporate is required for the attachment of a fixture, or the making of a structural change, to the premises.

25 Action by lessor for breach of lessor's agreement about fixture or structural change—s 209A

(1) This clause applies if—

(a) the tenant attaches a fixture, or makes a structural change, to the premises; and

(b) the lessor's agreement is given under section 208 to attach the fixture or make the structural change; and

(c) the tenant does not attach the fixture, or make the structural change, in accordance with the lessor's agreement.

(2) The lessor may—

(a) take action for a breach of a term of this agreement; or

(b) waive the breach and treat the fixture or structural change as an improvement to the premises for the lessor's benefit.

26 Supply of locks and keys—s 210

(1) The lessor must supply and maintain all locks necessary to ensure the premises are reasonably secure.

(2) The lessor must give the tenant, or if there is more than 1 tenant, give 1 of the tenants, a key for each lock that—

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(a) secures an entry to the premises; or

(b) secures a road or other place normally used to gain access to, or leave, the area or building in which the premises are situated; or

(c) is part of the premises.

(3) If there is more than 1 tenant, the lessor must give the other tenants a key for the locks mentioned in subclause (2)(a) and (b).

27 Changing locks—ss 211 and 212

(1) The lessor or tenant may change a lock at the premises only if—

(a) the other party to this agreement agrees to the change; or

(b) the lessor or tenant has a reasonable excuse for making the change; or

(c) the lessor or tenant believes the change is necessary because of an emergency; or

(d) the lock is changed to comply with an order of the tribunal.

(2) However, the tenant may also change a lock at the premises if the tenant—

(a) believes the change is necessary to protect the tenant or another occupant of the premises from domestic violence; and

(b) engages a locksmith or other qualified tradesperson to change the lock.

(3) The lessor or tenant must not act unreasonably in failing to agree to the change of a lock.

(4) If the lessor or tenant changes a lock, the lessor or tenant must give the other party to this agreement a key for the changed lock, unless—

(a) the other party agrees to not being given the key; or

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(b) the tribunal orders that the key not be given to the other party.

(5) If the tenant changes a lock under subclause (2) and gives the lessor a key for the changed lock, the lessor must not give the key to any other person without the tenant's agreement or a reasonable excuse.

(6) The right of the lessor or tenant to change a lock under this clause is subject to a body corporate law or a body corporate by-law that applies to the premises.

Subdivision 4 Damage and repairs

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

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

(a) a burst water service or serious water service leak;

(b) a blocked or broken lavatory system;

(c) a serious roof leak;

(d) a gas leak;

(e) a dangerous electrical fault;

(f) flooding or serious flood damage;

(g) serious storm, fire or impact damage;

(h) a failure or breakdown of the gas, electricity or water supply to the premises;

(i) a failure or breakdown of an essential service or appliance on the premises for hot water, cooking or heating;

(j) a fault or damage that makes the premises unsafe or insecure;

(k) a fault or damage likely to injure a person, damage property or unduly inconvenience a tenant of the premises;

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(l) a serious fault in a staircase, lift or other common area of the premises that unduly inconveniences a tenant in gaining access to, or using, the premises.

(2) Also, ***emergency repairs*** are works needed for the premises to comply with the prescribed minimum housing standards.

(3) ***Routine repairs*** are repairs that are not emergency repairs.

29 Nominated repairer for emergency repairs—s 216

(1) The lessor's nominated repairer for emergency repairs of a particular type must be stated either—

(a) in item 17; or

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

(2) The notice must state—

(a) the name and telephone number of the nominated repairer; and

(b) whether or not the nominated repairer is the tenant's first point of contact for notifying of the need for emergency repairs.

(3) The lessor must give notice to the tenant of any change of the lessor's nominated repairer or the telephone number of the nominated repairer.

(4) This clause does not apply if—

(a) the lessor has given the tenant a telephone number of the lessor; and

(b) the lessor gives notice to the tenant that the lessor is to arrange for emergency repairs to be made to the premises.

30 Notice of damage—s 217

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

(2) If the premises need routine repairs, the notice must be given to the lessor.

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(3) If the premises need emergency repairs, the notice must be given to the lessor if—

(a) there is no nominated repairer for the repairs; or

(b) a nominated repairer for the repairs is not the tenant's first point of contact; or

(c) a nominated repairer for the repairs is the tenant's first point of contact but the tenant has been unable to contact the repairer after making reasonable efforts.

(4) If the premises need emergency repairs and there is a nominated repairer of the lessor for the repairs, the notice must be given to the repairer if—

(a) the repairer is the tenant's first point of contact; or

(b) the repairer is not the tenant's first point of contact but the tenant has been unable to contact the lessor after making reasonable efforts.

(5) Despite clause 47, a notice under this clause does not need to be written.

(6) This clause does not apply to the tenant for damage caused by an act of domestic violence experienced by the tenant.

31 Emergency repairs arranged by tenant—ss 218 and 219

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

(a) the tenant has been unable to notify the lessor or nominated repairer of the need for the repairs; or

(b) the repairs are not made within a reasonable time after notice is given.

Note—

Section 219A also provides that the lessor's agent may arrange for emergency repairs.

(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 4 weeks rent.

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Note—

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

Subdivision 5 Pets

32 Keeping pets and other animals at premises—ss 184B and 184G

(1) The tenant may keep a pet or other animal at the premises only with the approval of the lessor.

(2) However, the tenant may keep a working dog at the premises without the lessor's approval.

(3) The tenant has the approval of the lessor to keep a pet at the premises if keeping the pet at the premises is consistent with item 18.

Notes—

1 If item 18 states 2 cats, the tenant is approved by the lessor to keep up to 2 cats at the premises.

2 For additional approvals to keep a pet at the premises, see clause 34.

(4) An authorisation to keep a pet or working dog at the premises continues for the life of the pet or working dog and is not affected by any of the following matters—

(a) the ending of this agreement, if the tenant continues occupying the premises under a new agreement;

(b) a change in the lessor or lessor's agent;

(c) for a working dog—the retirement of the dog from the service the dog provided as a working dog.

(5) An authorisation to keep a pet, working dog or other animal at the premises may be restricted by a body corporate by-law or other law about keeping animals at the premises.

Examples—

1 The premises may be subject to a local law that limits the number or types of animals that may be kept at the premises.

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2 The premises may be subject to a body corporate by-law that requires the tenant to obtain approval from the body corporate before keeping a pet at the premises.

33 Tenant responsible for pets and other animals—s 184C

(1) The tenant is responsible for all nuisance caused by a pet or other animal kept at the premises, including, for example, noise caused by the pet or other animal.

(2) The tenant is responsible for repairing any damage to the premises caused by the pet or other animal.

(3) Damage to the premises caused by the pet or other animal is not fair wear and tear.

34 Request for approval to keep pet—ss 184D and 184E

(1) The tenant may, using the approved form, request the lessor's approval to keep a stated pet at the premises.

(2) The lessor must respond to the tenant's request within 14 days after receiving the request.

(3) The lessor's response to the request must be in writing and state—

(a) whether the lessor approves or refuses the tenant's request; and

(b) if the lessor approves the tenant's request subject to conditions—the conditions of the approval; and

Note—

See clause 35 for limitations on conditions of approval to keep a pet at the premises.

(c) if the lessor refuses the tenant's request—

(i) the grounds for the refusal; and

(ii) the reasons the lessor believes the grounds for the refusal apply to the request.

(4) The lessor may refuse the request for approval to keep a pet at the premises only on 1 or more of the following grounds—

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(a) keeping the pet would exceed a reasonable number of animals being kept at the premises;

(b) the premises are unsuitable for keeping the pet because of a lack of appropriate fencing, open space or another thing necessary to humanely accommodate the pet;

(c) keeping the pet is likely to cause damage to the premises that could not practicably be repaired for a cost that is less than the amount of the rental bond for the premises;

(d) keeping the pet would pose an unacceptable risk to the health and safety of a person, including, for example, because the pet is venomous;

(e) keeping the pet would contravene a law;

(f) keeping the pet would contravene a body corporate by-law applying to the premises;

(g) if the lessor proposed reasonable conditions for approval and the conditions comply with clause 35—the tenant has not agreed to the conditions;

(h) the animal stated in the request is not a pet as defined in section 184A;

(i) another ground prescribed by a regulation under section 184E(1)(j).

(5) The lessor is taken to approve the keeping of the pet at the premises if—

(a) the lessor does not comply with subclause (2); or

(b) the lessor's response does not comply with subclause (3).

35 Conditions for approval to keep pet at premises—s 184F

(1) The lessor's approval to keep a pet at the premises may be subject to conditions if the conditions—

(a) relate only to keeping the pet at the premises; and

(b) are reasonable having regard to the type of pet and the nature of the premises; and

(c) are stated in the written approval given to the tenant under clause 34(3).

(2) Without limiting subclause (1)(b), the following conditions of the lessor's approval are taken to be reasonable—

(a) if the pet is not a type of pet ordinarily kept inside—a condition requiring the pet to be kept outside at the premises;

(b) if the pet is capable of carrying parasites that could infest the premises—a condition requiring the premises to be professionally fumigated at the end of the tenancy;

(c) if the pet is allowed inside the premises—a condition requiring carpets in the premises to be professionally cleaned at the end of the tenancy.

(3) A condition of the lessor's approval to keep a pet at the premises is void if the condition—

(a) would have the effect of the lessor contravening section 171 or 172; or

(b) would, as a term of this agreement, be void under section 173; or

(c) would increase the rent or rental bond payable by the tenant; or

(d) would require any form of security from the tenant.

(4) For subclause (2), the premises are professionally fumigated, and carpets are professionally cleaned, if the fumigation and cleaning are done to a standard ordinarily achieved by businesses selling those services.

Subdivision 6 Agreements replaced under s 527C

36 Rent in advance to be transferred to replacement lessor

(1) This clause applies if—

(a) a notice is given under section 527C in relation to this agreement; and

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(b) the tenant has paid rent in advance under this agreement for a period after the day this agreement is to be terminated as stated in the notice.

(2) The lessor must, before the day stated in the notice, transfer the rent paid in advance to the replacement lessor.

Division 7 Restrictions on transfer or subletting by tenant

37 Lessor's agreement required—s 237

The tenant may transfer all or a part of the tenant's interest under this agreement, or sublet the premises, only if the lessor agrees in writing to the transfer or subletting.

38 Expenses that lessor may claim—s 240

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

Division 8 When agreement ends

39 Ending of agreement—s 277

(1) This agreement ends only if—

(a) the lessor and tenant agree, in a separate written document, to end this agreement; or

(b) the lessor gives a notice to leave premises to the tenant under section 326 and the tenant hands over vacant possession of the premises to the lessor on or after the handover day stated in the notice; or

(c) the tenant gives a notice of intention to leave premises to the lessor under section 327 and hands over vacant

possession of the premises to the lessor on or after the handover day stated in the notice; or

(d) the tenant vacates, or is removed from, the premises after receiving a notice from a mortgagee or appointed person under section 317; or

(e) the tenant abandons the premises and the period for which the tenant paid rent has ended; or

(f) the tribunal makes an order terminating this agreement.

(2) Also, this agreement ends for a sole tenant if—

(a) the tenant gives the lessor a notice ending tenancy interest and hands over vacant possession of the premises; or

Note—

See chapter 5, part 1, division 3, subdivision 2A of the Act for the obligations of the lessor and tenant relating to a notice ending tenancy interest.

(b) the tenant dies.

Note—

See section 324A for when this agreement ends if a sole tenant dies.

40 Condition premises must be left in—s 188

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

Examples of what may be fair wear and tear—

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

(2) The tenant's obligation mentioned in subclause (1) does not apply to the extent the obligation would have the effect of requiring the tenant to repair, or compensate the lessor for, damage to the premises caused by an act of domestic violence experienced by the tenant.

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41 Keys

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

(2) This clause does not apply if this agreement is terminated under section 527C.

42 Tenant's forwarding address—s 205

(1) When handing over possession of the premises, the tenant must, if the lessor or lessor's agent asks the tenant in writing to state the tenant's new residential address, tell the lessor or lessor's agent the tenant's new residential address.

(2) However, subclause (1) does not apply if—

(a) the tenant has a reasonable excuse for not telling the lessor or lessor's agent the new address; or

(b) after experiencing domestic violence, the tenant ended the tenant's interest in this agreement, under chapter 5, part 1, division 3, subdivision 2A of the Act.

43 Exit condition report—s 66

(1) The tenant must, on or before the day this agreement ends, prepare and sign a condition report for the premises in the approved form.

Note—

For the approved form for the condition report, see the information statement.

(2) As soon as practicable after this agreement ends, the tenant must give 1 copy of the condition report to the lessor or lessor's agent.

Example of what might be as soon as practicable—

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

(3) The lessor or lessor's agent must, within 3 business days after receiving the copy of the condition report—

(a) sign the copy; and

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(b) if the lessor or lessor's agent does not agree with the report—show the parts of the report the lessor or lessor's agent disagrees with by marking the copy in an appropriate way; and

(c) if the tenant has given a forwarding address to the lessor or lessor's agent—make a copy of the report and return it to the tenant at the address.

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

(5) This clause does not apply if this agreement is terminated under section 527C.

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

(1) The tenant must take all of the tenant's belongings from the premises at the end of the tenancy.

(2) The lessor may not treat belongings left behind as the lessor's own property but must deal with them under sections 363 and 364.

Division 9 Miscellaneous

45 Supply of goods and services—s 171

(1) The lessor or lessor's agent must not require the tenant to buy goods or services from the lessor, the lessor's agent or a person nominated by the lessor or lessor's agent.

(2) Subclause (1) does not apply to—

(a) a requirement about a service charge; or

(b) a condition of an approval to keep a pet if the condition—

(i) requires the carpets to be cleaned, or the premises to be fumigated, at the end of the tenancy; and

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(ii) complies with clause 35; and

(iii) does not require the tenant to buy cleaning or fumigation services from a particular person or business.

46 Lessor's agent—s 206

(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 lessor's agent may—

(a) stand in the lessor's place in any application to the tribunal by the lessor or tenant; or

(b) do any thing else the lessor may do, or is required to do, under this agreement.

Note—

See also sections 24 and 25.

47 Notices

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

(2) A notice from the tenant to the lessor may be given to the lessor's agent.

(3) A notice may be given to relevant party—

(a) by giving it to the relevant party personally; or

(b) if an address for service for the relevant party is stated in item 1, 2 or 3—by leaving it at the address or sending it by prepaid post as a letter to the address; or

(c) if an electronic address for a type of electronic communication for the relevant party is stated in item 1, 2 or 3 and item 4 indicates that a notice may be given by that type of electronic communication—by sending it by electronic communication to the electronic address in

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accordance with the *Electronic Transactions (Queensland) Act 2001*.

Examples of types of electronic communication—

email, facsimile, text message

(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 relevant party may change their address for service or electronic address only by giving notice to each other relevant party of their new address for service or a new electronic address.

(6) On the giving of a notice of a new address for service or new electronic address for a relevant party, the address for service or electronic address stated in the notice is taken to be the relevant party's address for the relevant item in this agreement.

(7) A relevant party may withdraw their consent to notices being given to them by electronic communication, or to a specific electronic address, only by giving notice to each other relevant party that notices are no longer to be given to the relevant party electronically, or to that electronic address.

(8) Unless the contrary is proved—

(a) a notice left at an address for service is taken to have been received by the person 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 electronic communication to an electronic address is taken to have been received by the recipient—

(i) if the type of electronic communication is email—when the email enters the recipient's email server; or

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(ii) if the type of electronic communication is facsimile—when the sender's facsimile machine produces a transmission report indicating all pages of the notice have been successfully sent; or

(iii) otherwise—at the time stated in the *Electronic Transactions (Queensland) Act 2001*, section 24.

(9) In this clause—

relevant party means—

(a) the lessor; or

(b) the tenant; or

(c) if there is an agent of the lessor—the lessor's agent.

Schedule 4 Community housing provider tenancy agreements

section 14

Part 1 Tenancy information

Item

1 Lessor

1.1 Lessor's name and address for service.

1.2 Any other contact details for the lessor.

Note—

Item 1.2 is optional.

2 Tenant

2.1 Tenant's name and contact details.

2.2 An address for service (other than the address of the premises) or other contact details for service.

Note—

Item 2.2 is optional. See clause 45(4).

2.3 The name, telephone number and email address of a person who is an emergency contact for the tenant.

3 Lessor's agent

3.1 If the lessor has an agent, the agent's name and address for service.

3.2 Any other contact details for the lessor's agent.

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Note—

Item 3.2 is optional.

4 Service of notices

4.1 Whether a notice may be given to the lessor by electronic communication.

4.2 Whether a notice may be given to the tenant by electronic communication.

4.3 Whether a notice may be given to the lessor's agent by electronic communication.

5 Premises

5.1 The address of the premises.

5.2 Any inclusions for the premises.

Examples of inclusions—

furniture or other household goods let with the premises

5.3 Details of any repair orders applying to the premises or inclusions for the premises.

6 Term of agreement

6.1 Whether the agreement is a fixed term agreement or a periodic agreement.

6.2 The day the agreement starts.

Note—

See clause 4.

6.3 If the agreement is a fixed term agreement, the day the agreement finishes.

7 Rent—amount

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

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Note—

See clause 7.

8 Rent—day of payment

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

Note—

See clause 8(1).

9 Rent—methods of payment

The ways for the tenant to pay the rent.

Note—

Under section 83, there must be at least 2 ways. See also clause 8(2)(a).

10 Rent—place of payment

Where the rent must be paid.

Note—

Item 10 is optional. See clause 8(5) to (7).

11 Rental bond

The amount of any rental bond.

Note—

See clause 10.

12 Services

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

Examples of services—

electricity and gas

Note—

See clause 13.

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

Note—

See clause 14.

13 Apportionment of charges

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

Example of how an apportionment might be worked out—

The tenant must pay a percentage of the total charge.

Note—

See clause 13(1)(c).

14 How services must be paid for

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

Note—

See clause 13(1)(d).

15 Number of occupants

The number of persons allowed to reside at the premises.

Note—

See clause 19.

16 Body corporate by-laws

16.1 Whether body corporate by-laws apply to the tenant's occupation of the premises.

16.2 Whether the tenant has been given a copy of the relevant by-laws.

Note—

See clause 20.

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17 Nominated repairers

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

(a) electrical repairs;

(b) plumbing repairs;

(c) other repairs.

17.2 Whether or not the nominated repairer is the tenant's first point of contact for notifying of the need for emergency repairs.

Note—

See clause 28(4).

18 Pets

The type and number of any pets approved by the lessor to be kept at the premises.

Note—

See clauses 31 to 34.

19 Reviewable property

Whether the premises is a reviewable property under the document called 'Tenancies in reviewable properties policy', published on the department's website.

Note—

See clause 46(4) to (6).

Part 2 Replacement terms

Division 1 Preliminary

1 Interpretation

In this agreement—

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(a) a reference to ***the premises*** includes a reference to any inclusions for the premises stated in item 5.2; and

(b) a reference to a numbered section is a reference to the section in the *Residential Tenancies and Rooming Accommodation Act 2008* (***the Act***) with that number; and

(c) a reference to a numbered item is a reference to the item with that number in part 1 of this agreement; and

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

(e) a reference to a ***former agreement*** is a reference to an existing State tenancy agreement terminated and replaced by this agreement under section 527C.

2 Terms of community housing provider tenancy agreement—ss 52 and 527C

(1) This part states, under section 527C, the replacement terms of a community housing provider tenancy agreement.

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

(3) A duty or entitlement under the Act overrides a replacement term if the term is inconsistent with the duty or entitlement.

(4) Any body corporate by-laws that apply to the occupation of the premises by the tenant, for the time being in force, are taken to be terms of this agreement.

(5) A breach of this agreement may also be an offence under the Act.

Examples for subclause (5)—

1 It is an offence for the lessor or lessor's agent to enter the premises in contravention of the rules of entry under sections 192 to 199.

2 It is an offence if the tenant does not sign and return the condition report to the lessor or lessor's agent under section 65.

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3 More than 1 lessor or tenant

(1) This clause applies if more than 1 person is named in item 1 or 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 joint tenant; and

(b) must perform all of the tenant's obligations under this agreement; and

(c) is liable to pay the full amount of rent or other amounts owing from the tenant to the lessor under this agreement; and

(d) if a debt arises from any breach of this agreement, may be required to pay the full amount owing to the lessor and not just a part of the debt.

(4) By entering into this agreement as a joint tenant with another person, each tenant expressly authorises every other tenant to sign and give to the lessor any notice affecting their interest in the tenancy, and the lessor may accept and act on the notice as if it had been signed by all tenants without further enquiry.

(5) However, a notice of intention to leave will not be accepted by the lessor if it is not signed by all tenants unless the notice is accompanied by a statutory declaration from the person signing the notice certifying—

(a) all reasonable efforts have been made to seek and obtain a notice from all other tenants; and

(b) all persons named as joint tenants who have not signed the notice have vacated the premises.

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Division 2 Entering tenancy

4 Start of tenancy

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

5 Continuation of fixed term agreement—s 70

(1) This clause applies if—

(a) this agreement is a fixed term agreement; and

(b) none of the following notices are given, or agreements or applications are made, before the day the term ends (the ***end day***)—

(i) a notice to leave;

(ii) a notice of intention to leave;

(iii) an abandonment termination notice;

(iv) a notice, agreement or application relating to the death of a sole tenant under section 324A;

(v) a separate written agreement between the lessor and tenant under section 277(a) to end this agreement.

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

6 Costs apply to early ending of fixed term agreement—s 357A

(1) This clause applies if—

(a) this agreement is a fixed term agreement; and

(b) the tenant ends this agreement before the term ends other than in a way permitted under the Act.

(2) The tenant must pay the reletting costs under section 357A(3).

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Note—

For when the tenant may end this agreement early, see clause 37 and the information statement.

(3) This clause does not apply if, after experiencing domestic violence, the tenant ends the tenant's interest in this agreement under chapter 5, part 1, division 3, subdivision 2A of the Act.

Division 3 Rent

7 Amount

(1) The amount of rent is—

(a) if the amount of the rent payable has changed from the amount of rent payable under the former agreement—the amount stated in the notice given under section 527C(5) for the purposes of this agreement; or

(b) otherwise—the amount of rent payable under the former agreement.

(2) The amount must be no more than the maximum amount under the community housing rent policy.

(3) Subclause (4) applies if, during the tenancy, the lessor reasonably believes that—

(a) the housing service information given by the tenant is false or misleading in a material particular; or

(b) the housing service information given by the tenant has changed.

(4) The lessor may review the amount of rent payable under this agreement and change the amount to another amount calculated under the community housing rent policy.

(5) If, under subclause (4), the lessor changes the amount, the lessor must, as soon as practicable, give the tenant a notice stating the new amount and when it takes effect.

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Note—

See also clause 46 about the lessor recalculating the amount of rent owed by the tenant for giving housing service information that is false or misleading in a material particular.

(6) In this clause—

community housing rent policy means the document called 'Community housing rent policy', published on the department's website.

housing service information means—

(a) information about the identity and income of any person residing in the premises during the tenancy period (being the period while the premises are occupied under this agreement, including any renewal or extension of the agreement), including information about a person who—

(i) ceases to be an occupant; or

(ii) becomes an occupant; or

(b) information about the number of persons occupying the premises at a time during the tenancy period.

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

(1) The rent must be paid on the days stated in item 8.

(2) The rent must be paid—

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

Note—

Under section 83, at least 2 ways for the tenant to pay the rent must be stated in this agreement.

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

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

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

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(c) if the lessor or lessor's agent intends to change the way rent is paid to a way that is not stated in item 9 and no way is agreed to after the signing of this agreement—in a way the lessor or lessor's agent proposes by notice to the tenant under section 84A.

(3) The lessor or lessor's agent must give the tenant a notice advising of the costs associated with the ways to pay rent offered to the tenant that the tenant would not reasonably be aware of if the lessor or lessor's agent knows or could reasonably be expected to find out about the costs.

(4) Also, the lessor or lessor's agent must declare any financial benefit the lessor or lessor's agent may receive if the tenant uses a particular way to pay rent.

(5) If a place is stated in item 10, the rent must be paid at that place.

(6) If, after the start of this agreement, the lessor gives a notice to the tenant stating a place, or a different place, for payment of rent and the place is reasonable, the rent must be paid at the place while the notice is in force.

(7) 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
- the office of the lessor's agent

9 Rent in advance—s 87

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

(a) for a periodic agreement—2 weeks rent; or

(b) for a fixed term agreement—1 month rent.

Note—

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

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Division 4 Rental bond

10 Rental bond required—ss 111, 116 and 117

(1) The lessor or lessor's agent may give the tenant a notice stating—

(a) the rental bond for this agreement; and

(b) whether the bond is to be paid by instalments.

(2) The tenant must pay to the lessor or lessor's agent the rental bond—

(a) if the bond is to be paid by instalments—by the date stated in the notice for each instalment; or

(b) otherwise—within 28 days of receiving the notice.

(3) The lessor or lessor's agent must pay the rental bond to the authority and give the authority a notice, in the approved form about the bond.

Note—

For when the lessor or lessor's agent must pay the rental bond to the authority, see sections 116 and 117. Generally, the lessor or lessor's agent must pay the rental bond to the authority within 10 days of receiving it.

(4) The rental bond is intended to be available to financially protect the lessor if the tenant breaches this agreement.

Example—

The lessor may claim against the rental 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 tribunal for the rental bond at the end of the tenancy, see sections 125 to 141 and the information statement.

11 Increase in rental bond—s 154

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

(a) the rent increases and the lessor gives notice to the tenant to increase the bond; and

(b) the notice is given at least 11 months after—

(i) this agreement started; or

(ii) if the bond has been increased previously, following a notice given under this clause—the day stated in the notice, or the last notice, for making the increase.

(2) The notice must state the increased amount and a day by which the increase must be made.

(3) For subclause (2), the day must be at least 1 month after the notice is given to the tenant.

Division 5 Outgoings

12 Outgoings—s 163

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

Examples—

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

13 General service charges—ss 164 and 165

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

(a) the tenant enjoys or shares the benefit of the service; and

(b) the service is stated in item 12.1; and

(c) either—

(i) the premises are individually metered for the service; or

(ii) item 13 states how the tenant's apportionment of the cost of the service is to be worked out; and

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(d) item 14 states how the charge may be recovered by the lessor from the tenant.

(2) If subclause (1) does not apply to this agreement, the lessor may give the tenant a notice stating—

(a) for item 12.1, a service, other than a water service, is a service supplied to the premises for which the tenant must pay; and

(b) for item 13, if the premises are not individually metered for a service mentioned in paragraph (a)—the apportionment cost of the service for which the tenant must pay; and

(c) for item 14, how the tenant must pay a charge for the service (a ***general service charge***).

(3) The notice—

(a) may be given only once for this agreement; and

(b) must not take effect for at least 28 days from the date the notice is given to the tenant.

(4) If the notice states a date that is less than 28 days from the date the notice is given, the general service charge becomes payable 28 days after the notice is given.

(5) The tenant must pay the general service charge during the tenancy in accordance with the notice.

Note—

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

14 Water service charges—ss 164, 166 and 166A

(1) The tenant must pay an amount for the water consumption charges for the premises if—

(a) the tenant is enjoying or sharing the benefit of a water service to the premises; and

(b) the premises are individually metered for the supply of water or water is supplied to the premises by delivery by means of a vehicle; and

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(c) item 12.2 states that the tenant must pay for water supplied to the premises.

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

(a) that is more than the amount of the water consumption charges payable to the relevant water supplier; or

(b) that is a fixed charge for the water service to the premises.

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

(4) In deciding what is a reasonable quantity of water for subclause (3), regard must be had to the matters mentioned in section 169(4)(a) to (e).

(5) The lessor must give the tenant copies of water consumption charges documents within 4 weeks after the lessor receives the documents.

(6) The tenant must pay the amount of the water consumption charge to the lessor within 4 weeks after the lessor gives the tenant copies of water consumption charges documents about the incurring of the amount.

(7) The tenant is not required to pay an amount for the water consumption charges if the tenant does not receive a copy of the water consumption charges document about the amount payable to the relevant water supplier.

(8) Subclause (9) applies if water consumption charges are payable for a period that includes part but not all of a period specified, or to be specified, in a water consumption charges document.

(9) The tenant may be required to pay an amount, calculated for a partial billing period under section 166A, using—

(a) a meter reading for the premises recorded in a condition report; and

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(b) a reasonable estimate of the volume of water supplied to the premises during the period for which water consumption charges are payable by the tenant; and

(c) the rate used to calculate the water consumption charge stated in the most recent water consumption charges document.

(10) If subclause (1) does not apply to this agreement, the lessor may give the tenant a notice stating that the tenant must pay for water consumption charges in relation to the premises.

(11) The tenant must pay the water consumption charge during the tenancy in accordance with the notice.

(12) Subclauses (2) to (5) apply to a water consumption charge that is payable under the notice given under subclause (10).

(13) In this clause—

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

Note—

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

water consumption charges document means a document, issued to the lessor by the relevant water supplier, stating the amount of water consumption charges for the premises that are payable to the supplier.

Division 6 Rights and obligations during tenancy

Subdivision 1 Occupation and use of premises

15 No legal impediments to occupation—s 181

The lessor must ensure there is no legal impediment to occupation of the premises by the tenant as a residence for the

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term of the tenancy if, when the tenancy started, the lessor knew about the impediment or ought reasonably to have known about it.

Examples of possible legal impediments—

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

16 Vacant possession and quiet enjoyment—ss 182 and 183

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

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

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

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

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

(1) The tenant may use the premises—

(a) only as a place of residence; or

(b) mainly as a place of residence.

(2) The tenant must not—

(a) use the premises for an illegal purpose; or

(b) cause a nuisance by the use of the premises; or

Examples of things that may constitute a nuisance—

- using paints or chemicals on the premises that go onto or cause odours on adjoining land
- making loud noises

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- allowing large amounts of water to escape onto adjoining land

(c) interfere with the reasonable peace, comfort or privacy of a neighbour of the tenant; or

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

19 Number of occupants allowed

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

20 Body corporate by-laws—s 69

(1) The lessor must give the tenant a copy of any body corporate by-laws applicable to—

(a) the occupation of the premises; or

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

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

(3) Subclause (1) does not apply if—

(a) this agreement has the effect of continuing the tenant's right to occupy the premises under an earlier residential tenancy agreement; and

(b) the tenant was given a copy of the body corporate by-laws in relation to the earlier agreement.

Subdivision 2 Standard of premises

21 Lessor's obligations—s 185

(1) During the tenancy, the lessor must—

(a) maintain the premises in a way that the premises remain fit for the tenant to live in; and

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(b) maintain the premises in good repair; and

(c) ensure any law dealing with issues about the health or safety of persons using or entering the premises is complied with; and

(d) keep any common area included in the premises clean; and

(e) ensure the premises otherwise comply with any prescribed minimum housing standards applying to the premises.

(2) However, the lessor is not required to comply with subclause (1)(a) for any non-standard items and the lessor is not responsible for their maintenance if—

(a) the non-standard items are stated in a former agreement and the former agreement states the lessor is not responsible for their maintenance; and

(b) the non-standard items are not necessary and reasonable to make the premises a fit place in which to live; and

(c) the non-standard items are not a risk to health or safety; and

(d) for fixtures—the fixtures were not attached to the premises by the lessor.

(3) In this clause—

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

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

22 Tenant's obligations generally—s 188

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

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

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(3) The tenant's obligations under subclause (1) do not apply to the extent the obligations would have the effect of requiring the tenant to repair, or compensate the lessor for, damage to the premises caused by an act of domestic violence experienced by the tenant.

(4) In this clause—

start of the tenancy, in relation to the premises, means the start of the tenancy under the former agreement.

Subdivision 3 The dwelling

23 Fixtures or structural changes—ss 207–209

(1) The tenant may attach a fixture, or make a structural change, to the premises only if—

(a) the tenant gives the lessor a request, in the approved form, for approval to attach the fixture or make the structural change; and

(b) the lessor agrees to the request; and

(c) for body corporate premises—the body corporate agrees to the request; and

(d) the fixture is attached, or structural change is made, in accordance with the lessor's agreement.

Note—

Fixtures are generally items permanently attached to land or to a building that are intended to become part of the land or building. Attaching a fixture may include, for example, gluing, nailing or screwing the fixture to a wall.

(2) The lessor must—

(a) decide the request—

(i) within 28 days after receiving the request; or

(ii) if the premises are not body corporate premises—within a longer period, if agreed to by the tenant and lessor; and

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(b) advise the tenant of the lessor's decision; and

(c) if the lessor agrees to the request and the premises are body corporate premises—

(i) state that the lessor's agreement is subject to agreement by the body corporate; and

(ii) give the request to the body corporate within 28 days after receiving the request; and

(iii) advise the tenant as soon as reasonably practicable of the body corporate's decision about the request.

(3) If the lessor agrees to the request, the lessor must give the tenant an agreement that—

(a) is in writing; and

(b) describes the nature of the fixture or structural change; and

(c) states any conditions of the agreement, including any conditions given by the body corporate.

Examples of conditions—

- that the tenant must maintain the fixture in a particular way
- that the tenant must remove the fixture and must repair damage caused by removing the fixture
- that the lessor must compensate the tenant for the fixture if the tenant can not remove it

(4) The tenant must comply with any conditions of the agreement given by the lessor or body corporate.

(5) However, if the tenant attached a fixture and the former lessor waived the breach under a former agreement, the fixture is taken to belong to the tenant.

(6) In this clause—

body corporate premises means premises—

(a) that are part of a body corporate scheme; and

(b) for which, under a body corporate law or body corporate by-law, the approval of the body corporate is required

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for the attachment of a fixture, or the making of a structural change, to the premises

24 Action by lessor for breach of lessor's agreement about fixture or structural change—s 209A

(1) This clause applies if—

(a) the tenant attaches a fixture, or makes a structural change, to the premises; and

(b) the lessor's agreement is given under section 208 to attach the fixture or make the structural change; and

(c) the tenant does not attach the fixture, or make the structural change, in accordance with the lessor's agreement.

(2) The lessor may—

(a) take action for a breach of a term of this agreement; or

(b) waive the breach and treat the fixture or structural change as an improvement to the premises for the lessor's benefit.

25 Supply of locks and keys—s 210

(1) The lessor must supply and maintain all locks necessary to ensure the premises are reasonably secure.

(2) The lessor must give the tenant, or if there is more than 1 tenant, give 1 of the tenants, a key for each lock that—

(a) secures an entry to the premises; or

(b) secures a road or other place normally used to gain access to, or leave, the area or building in which the premises are situated; or

(c) is part of the premises.

(3) If there is more than 1 tenant, the lessor must give the other tenants a key for the locks mentioned in subclause (2)(a) and (b).

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(4) The tenant must, if requested by the lessor, give the lessor a key for a lock mentioned in subclause (2)(a) and (b) for the purpose of copying the key.

(5) The lessor must return the key as soon as possible but no later than 5p.m. on the same day it is given to the lessor, unless otherwise agreed between the lessor and the tenant.

(6) Subclauses (2) and (3) do not apply if the tenant was given keys for the premises under a former agreement.

26 Changing locks—ss 211 and 212

(1) The lessor or tenant may change a lock at the premises only if—

(a) the other party to this agreement agrees to the change; or

(b) the lessor or tenant has a reasonable excuse for making the change; or

(c) the lessor or tenant believes the change is necessary because of an emergency; or

(d) the lock is changed to comply with an order of the tribunal.

(2) However, the tenant may also change a lock at the premises if the tenant—

(a) believes the change is necessary to protect the tenant or another occupant of the premises from domestic violence; and

(b) engages a locksmith or other qualified tradesperson to change the lock.

(3) The lessor or tenant must not act unreasonably in failing to agree to the change of a lock.

(4) If the lessor or tenant changes a lock, the lessor or tenant must give the other party to this agreement a key for the changed lock, unless—

(a) the other party agrees to not being given the key; or

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(b) the tribunal orders that the key not be given to the other party.

(5) If the tenant changes a lock under subclause (2) and gives the lessor a key for the changed lock, the lessor must not give the key to any other person without the tenant's agreement or a reasonable excuse.

(6) The right of the lessor or tenant to change a lock under this clause is subject to a body corporate law or a body corporate by-law that applies to the premises.

Subdivision 4 Damage and repairs

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

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

(a) a burst water service or serious water service leak;

(b) a blocked or broken lavatory system;

(c) a serious roof leak;

(d) a gas leak;

(e) a dangerous electrical fault;

(f) flooding or serious flood damage;

(g) serious storm, fire or impact damage;

(h) a failure or breakdown of the gas, electricity or water supply to the premises;

(i) a failure or breakdown of an essential service or appliance on the premises for hot water, cooking or heating;

(j) a fault or damage that makes the premises unsafe or insecure;

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(k) a fault or damage likely to injure a person, damage property or unduly inconvenience a tenant of the premises;

(l) a serious fault in a staircase, lift or other common area of the premises that unduly inconveniences a tenant in gaining access to, or using, the premises.

(2) Also, ***emergency repairs*** are works needed for the premises to comply with the prescribed minimum housing standards.

(3) ***Routine repairs*** are repairs that are not emergency repairs.

28 Nominated repairer for emergency repairs—s 216

(1) The lessor's nominated repairer for emergency repairs of a particular type must be stated either—

(a) in item 17; or

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

(2) The notice must state—

(a) the name and telephone number of the nominated repairer; and

(b) whether or not the nominated repairer is the tenant's first point of contact for notifying of the need for emergency repairs.

(3) The lessor must give notice to the tenant of any change of the lessor's nominated repairer or the telephone number of the nominated repairer.

(4) This clause does not apply if—

(a) the lessor has given the tenant a telephone number of the lessor; and

(b) the lessor gives notice to the tenant that the lessor is to arrange for emergency repairs to be made to the premises.

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29 Notice of damage—s 217

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

(2) If the premises need routine repairs, the notice must be given to the lessor.

(3) If the premises need emergency repairs, the notice must be given to the lessor if—

(a) there is no nominated repairer for the repairs; or

(b) a nominated repairer for the repairs is not the tenant's first point of contact; or

(c) a nominated repairer for the repairs is the tenant's first point of contact but the tenant has been unable to contact the repairer after making reasonable efforts.

(4) If the premises need emergency repairs and there is a nominated repairer of the lessor for the repairs, the notice must be given to the repairer if—

(a) the repairer is the tenant's first point of contact; or

(b) the repairer is not the tenant's first point of contact but the tenant has been unable to contact the lessor after making reasonable efforts.

(5) Despite clause 45, a notice under this clause does not need to be written.

(6) This clause does not apply to the tenant for damage caused by an act of domestic violence experienced by the tenant.

30 Emergency repairs arranged by tenant—ss 218 and 219

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

(a) the tenant has been unable to notify the lessor or nominated repairer of the need for the repairs; or

(b) the repairs are not made within a reasonable time after notice is given.

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Note—

Section 219A also provides that the lessor's agent may arrange for emergency repairs.

(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 4 weeks rent.

Note—

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

Subdivision 5 Pets

31 Keeping pets and other animals at premises—ss 184B and 184G

(1) The tenant may keep a pet or other animal at the premises only with the approval of the lessor.

(2) However, the tenant may keep a working dog at the premises without the lessor's approval.

(3) The tenant has the approval of the lessor to keep a pet at the premises if keeping the pet at the premises is consistent with item 18.

Notes—

1 If item 18 states 2 cats, the tenant is approved by the lessor to keep up to 2 cats at the premises.

2 For additional approvals to keep a pet at the premises, see clause 33.

(4) An authorisation to keep a pet or working dog at the premises continues for the life of the pet or working dog and is not affected by any of the following matters—

(a) the ending of this agreement, if the tenant continues occupying the premises under a new agreement;

(b) a change in the lessor or lessor's agent;

(c) for a working dog—the retirement of the dog from the service the dog provided as a working dog.

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(5) An authorisation to keep a pet, working dog or other animal at the premises may be restricted by a body corporate by-law or other law about keeping animals at the premises.

Examples—

1 The premises may be subject to a local law that limits the number or types of animals that may be kept at the premises.

2 The premises may be subject to a body corporate by-law that requires the tenant to obtain approval from the body corporate before keeping a pet at the premises.

32 Tenant responsible for pets and other animals—s 184C

(1) The tenant is responsible for all nuisance caused by a pet or other animal kept at the premises, including, for example, noise caused by the pet or other animal.

(2) The tenant is responsible for repairing any damage to the premises caused by the pet or other animal.

(3) Damage to the premises caused by the pet or other animal is not fair wear and tear.

33 Request for approval to keep pet—ss 184D and 184E

(1) The tenant may, using the approved form, request the lessor's approval to keep a stated pet at the premises.

(2) The lessor must respond to the tenant's request within 14 days after receiving the request.

(3) The lessor's response to the request must be in writing and state—

(a) whether the lessor approves or refuses the tenant's request; and

(b) if the lessor approves the tenant's request subject to conditions—the conditions of the approval; and

Note—

See clause 34 for limitations on conditions of approval to keep a pet at the premises.

(c) if the lessor refuses the tenant's request—

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(i) the grounds for the refusal; and

(ii) the reasons the lessor believes the grounds for the refusal apply to the request.

(4) The lessor may refuse the request for approval to keep a pet at the premises only on 1 or more of the following grounds—

(a) keeping the pet would exceed a reasonable number of animals being kept at the premises;

(b) the premises are unsuitable for keeping the pet because of a lack of appropriate fencing, open space or another thing necessary to humanely accommodate the pet;

(c) keeping the pet is likely to cause damage to the premises that could not practicably be repaired for a cost that is less than the amount of the rental bond for the premises;

(d) keeping the pet would pose an unacceptable risk to the health and safety of a person, including, for example, because the pet is venomous;

(e) keeping the pet would contravene a law;

(f) keeping the pet would contravene a body corporate by-law applying to the premises;

(g) if the lessor proposed reasonable conditions for approval and the conditions comply with clause 34—the tenant has not agreed to the conditions;

(h) the animal stated in the request is not a pet as defined in section 184A;

(i) another ground prescribed by a regulation under section 184E(1)(j).

(5) The lessor is taken to approve the keeping of the pet at the premises if—

(a) the lessor does not comply with subclause (2); or

(b) the lessor's response does not comply with subclause (3).

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34 Conditions for approval to keep pet at premises—s 184F

(1) The lessor's approval to keep a pet at the premises may be subject to conditions if the conditions—

(a) relate only to keeping the pet at the premises; and

(b) are reasonable having regard to the type of pet and the nature of the premises; and

(c) are stated in the written approval given to the tenant under clause 33(3).

(2) Without limiting subclause (1)(b), the following conditions of the lessor's approval are taken to be reasonable—

(a) if the pet is not a type of pet ordinarily kept inside—a condition requiring the pet to be kept outside at the premises;

(b) if the pet is capable of carrying parasites that could infest the premises—a condition requiring the premises to be professionally fumigated at the end of the tenancy;

(c) if the pet is allowed inside the premises—a condition requiring carpets in the premises to be professionally cleaned at the end of the tenancy.

(3) A condition of the lessor's approval to keep a pet at the premises is void if the condition—

(a) would have the effect of the lessor contravening section 171 or 172; or

(b) would, as a term of this agreement, be void under section 173; or

(c) would increase the rent or rental bond payable by the tenant; or

(d) would require any form of security from the tenant.

(4) For subclause (2), the premises are professionally fumigated, and carpets are professionally cleaned, if the fumigation and cleaning are done to a standard ordinarily achieved by businesses selling those services.

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Division 7 Restrictions on transfer or subletting by tenant

35 Lessor's agreement required—s 237

The tenant may transfer the whole or a part of the tenant's interest under this agreement, or sublet the premises, only if the lessor agrees in writing to the transfer or subletting.

36 Expenses that lessor may claim—s 240

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

Division 8 When agreement ends

37 Ending of agreement—s 277

(1) This agreement ends only if—

(a) the lessor and tenant agree, in a separate written document, to end this agreement; or

(b) the lessor gives a notice to leave premises to the tenant under section 326 and the tenant hands over vacant possession of the premises to the lessor on or after the handover day stated in the notice; or

(c) the tenant gives a notice of intention to leave premises to the lessor under section 327 and hands over vacant possession of the premises to the lessor on or after the handover day stated in the notice; or

(d) the tenant vacates, or is removed from, the premises after receiving a notice from a mortgagee or appointed person under section 317; or

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(e) the tenant abandons the premises and the period for which the tenant paid rent has ended; or

(f) the tribunal makes an order terminating this agreement.

(2) Also, this agreement ends for a sole tenant if—

(a) the tenant gives the lessor a notice ending tenancy interest and hands over vacant possession of the premises; or

Note—

See chapter 5, part 1, division 3, subdivision 2A of the Act for the obligations of the lessor and tenant relating to a notice ending tenancy interest.

(b) the tenant dies.

Note—

See section 324A for when this agreement ends if a sole tenant dies.

38 Condition premises must be left in—s 188

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

Examples of what may be fair wear and tear—

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

(2) The tenant's obligation mentioned in subclause (1) does not apply to the extent the obligation would have the effect of requiring the tenant to repair, or compensate the lessor for, damage to the premises caused by an act of domestic violence experienced by the tenant.

(3) In this clause—

start of the tenancy, in relation to the premises, means the start of the tenancy under the former agreement.

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39 Keys

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

40 Tenant's forwarding address—s 205

(1) When handing over possession of the premises, the tenant must, if the lessor or lessor's agent asks the tenant in writing to state the tenant's new residential address, tell the lessor or lessor's agent the tenant's new residential address.

(2) However, subclause (1) does not apply if—

(a) the tenant has a reasonable excuse for not telling the lessor or lessor's agent the new address; or

(b) after experiencing domestic violence, the tenant ended the tenant's interest in this agreement, under chapter 5, part 1, division 3, subdivision 2A of the Act.

41 Exit condition report—s 66

(1) The tenant must, on or before the day this agreement ends, prepare and sign a condition report for the premises in the approved form.

Note—

For the approved form for the condition report, see the information statement.

(2) As soon as practicable after this agreement ends, the tenant must give 1 copy of the condition report to the lessor or lessor's agent.

Example of what might be as soon as practicable—

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

(3) The lessor or lessor's agent must, within 3 business days after receiving the copy of the condition report—

(a) sign the copy; and

(b) if the lessor or lessor's agent does not agree with the report—show the parts of the report the lessor or lessor's

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agent disagrees with by marking the copy in an appropriate way; and

(c) if the tenant has given a forwarding address to the lessor or lessor's agent—make a copy of the report and return it to the tenant at the address.

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

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

(1) The tenant must take all of the tenant's belongings from the premises at the end of the tenancy.

(2) The lessor may not treat belongings left behind as the lessor's own property but must deal with them under sections 363 and 364.

Division 9 Miscellaneous

43 Supply of goods and services—s 171

(1) The lessor or lessor's agent must not require the tenant to buy goods or services from the lessor, the lessor's agent or a person nominated by the lessor or lessor's agent.

(2) Subclause (1) does not apply to—

(a) a requirement about a service charge; or

(b) a condition of an approval to keep a pet if the condition—

(i) requires the carpets to be cleaned, or the premises to be fumigated, at the end of the tenancy; and

(ii) complies with clause 34; and

(iii) does not require the tenant to buy cleaning or fumigation services from a particular person or business.

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44 Lessor's agent—s 206

(1) The name and address for service of the lessor's agent is stated in item 3.

(2) The lessor's agent may—

(a) stand in the lessor's place in any application to the tribunal by the lessor or tenant; or

(b) do any thing else the lessor may do, or is required to do, under this agreement.

Note—

See also sections 24 and 25.

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.

(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 relevant party—

(a) by giving it to the relevant party personally; or

(b) if an address for service for the relevant party is stated in item 1, 2 or 3—by leaving it at the address or sending it by prepaid post as a letter to the address; or

(c) if an electronic address for a type of electronic communication for the relevant party is stated in item 1, 2 or 3 and item 4 indicates that a notice may be given by that type of electronic communication—by sending it by electronic communication to the electronic address in accordance with the *Electronic Transactions (Queensland) Act 2001*.

Examples of types of electronic communication—

email, facsimile, text message

(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.

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(5) A relevant party may change their address for service or electronic address only by giving notice to each other relevant party of their new address for service or a new electronic address.

(6) On the giving of a notice of a new address for service or new electronic address for a relevant party, the address for service or electronic address stated in the notice is taken to be the relevant party's address for the relevant item in this agreement.

(7) A relevant party may withdraw their consent to notices being given to them by electronic communication, or to a specific electronic address, only by giving notice to each other relevant party that notices are no longer to be given to the relevant party electronically, or to that electronic address.

(8) Unless the contrary is proved—

(a) a notice left at an address for service is taken to have been received by the person 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 electronic communication to an electronic address is taken to have been received by the recipient—

(i) if the type of electronic communication is email—when the email enters the recipient's email server; or

(ii) if the type of electronic communication is facsimile—when the sender's facsimile machine produces a transmission report indicating all pages of the notice have been successfully sent; or

(iii) otherwise—at the time stated in the *Electronic Transactions (Queensland) Act 2001*, section 24.

(9) In this clause—

relevant party means—

(a) the lessor; or

(b) the tenant; or

(c) if there is an agent of the lessor—the lessor's agent.

46 Eligibility

(1) The housing service information given by the tenant for a decision by the lessor to provide a housing service (including the type of housing service and the terms on which it is to be provided) must not be false or misleading in a material particular.

(2) The tenant must give the lessor notice of any change in the housing service information, within 28 days after the change, unless the tenant has a reasonable excuse.

(3) The tenant must not allow the premises to be used as a place of residence by anyone other than the tenant, the tenant's family or other persons approved by the lessor.

Note—

See also clause 35 about restrictions on subletting the premises.

(4) If the premises are a reviewable property stated in item 19—

(a) the social housing eligibility criteria for reviewable properties under the tenancies in reviewable properties policy apply in relation to the premises; and

(b) the lessor must regularly review the tenant's circumstances to determine continued eligibility for the reviewable property under the policy.

(5) If the tenant ceases to be eligible to continue to occupy the reviewable property, the tenant may be asked to move to alternative premises in accordance with the Allocations Policy for Funded Social Housing Providers.

(6) If the tenant refuses the offer of alternative premises, the lessor may issue the tenant with a notice to leave for ending of housing assistance.

Note—

See section 290 about giving notice to leave if a tenant's entitlement under an affordable housing scheme ends.

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(7) In this clause—

Allocations Policy for Funded Social Housing Providers see the *Housing Regulation 2015*, section 14(3).

housing service information means—

(a) information about the identity and income of any person residing in the premises during the tenancy period (being the period while the premises are occupied under this agreement, including any renewal or extension of the agreement), including information about a person who—

(i) ceases to be an occupant; or

(ii) becomes an occupant; or

(b) information about the number of persons occupying the premises at a time during the tenancy period.

tenancies in reviewable properties policy means the document called 'Tenancies in reviewable properties policy', published on the department's website.

47 Determination of rent

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

(a) the housing service information given by the tenant was false or misleading in a material particular; or

(b) the housing service information given by the tenant changed.

(2) The lessor may give a notice to the tenant stating—

(a) the ground for the notice under subclause (1); and

(b) the amount of rent payable at the date of the notice; and

(c) the total amount owed by the tenant from the date when the correct housing service information applied to the premises to the date of the notice.

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(3) The amount of rent owed under this clause is a debt owing to the lessor that is payable within 7 days of demand by the lessor.

(4) In this clause—

housing service information means—

(a) information about the identity and income of any person residing in the premises during the tenancy period (being the period while the premises are occupied under this agreement, including any renewal or extension of the agreement), including information about a person who—

(i) ceases to be an occupant; or

(ii) becomes an occupant; or

(b) information about the number of persons occupying the premises at a time during the tenancy period.

48 Prior housing assistance

(1) This clause applies if the State and tenant entered into a repayment agreement under a former agreement.

(2) If the tenant does not pay an instalment to the State under the terms of the repayment agreement, the lessor may give a notice to leave for ending of housing assistance.

Note—

See section 290 about giving notice to leave if a tenant's entitlement under an affordable housing scheme ends.

(3) In this clause—

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

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49 Swimming pools

(1) Subject to clause 23, the tenant must not install or place upon the premises any type of swimming pool, other than a portable wading pool, unless the lessor agrees in writing.

(2) To avoid any doubt, it is declared that clause 23 applies to the agreement about the swimming pool, whether or not the pool is a fixture or a structural change to the premises.

(3) The tenant must at the tenant's own expense comply with the requirements of any law for the installation, operation, maintenance or use of the swimming pool and the fencing around the swimming pool.

(4) In this clause—

portable wading pool see the *Building Act 1975*, schedule 2.

50 Tenant obligations for smoke alarms

(1) This clause applies to any smoke alarm installed in the premises.

(2) The tenant must at the tenant's cost—

(a) ensure the smoke alarm is cleaned and tested in the premises at least once every year; and

(b) replace the batteries in the smoke alarm in accordance with the information statement given to the tenant by the lessor; and

(c) if the tenant becomes aware that the smoke alarm in the premises has failed or is about to fail other than because the battery is spent or almost spent—advise the lessor as soon as practicable; and

(d) ensure that electricity supply is connected and remains connected to the premises at all times during the tenancy or any other holding over period; and

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

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Note—

A breach of any obligations of the tenant under this clause may also be an offence under the *Fire Services Act 1990*.

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Schedule 5 Rooming accommodation agreements

section 16

Part 1 Rooming accommodation information

Item

1 Provider

1.1 Provider's name and address for service.

1.2 Any other contact details for the provider.

Note—

Item 1.2 is optional.

2 Resident

2.1 Resident's name and contact details.

2.2 An address for service (other than the address of the rental premises) or other contact details for service.

Note—

Item 2.2 is optional. See clause 36(4).

2.3 The name, telephone number and email address of a person who is an emergency contact for the resident.

3 Provider's agent

3.1 If the provider has an agent, the agent's name and address for service.

3.2 Any other contact details for the provider's agent.

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Note—

Item 3.2 is optional. See clause 35.

4 Persons appointed for resident

4.1 If a person is acting for the resident under section 525(1)(c), the person's name and address for service.

4.2 Any other contact details for the person acting for the resident.

Note—

Item 4.2 is optional.

5 Service of notices

5.1 Whether a notice may be given to the provider by electronic communication.

5.2 Whether a notice may be given to the resident by electronic communication.

5.3 Whether a notice may be given to the provider's agent by electronic communication.

5.4 If a person is acting for the resident under section 525(1)(c)—whether a notice may be given to the person by electronic communication.

6 Rental premises

6.1 The room number and address of the rental premises.

6.2 Any inclusions for the rental premises.

Examples of inclusions—

furniture or other household goods let with the rental premises

7 Term of agreement

7.1 Whether the agreement is a fixed term agreement or periodic agreement.

7.2 The day the agreement starts.

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7.3 If the agreement is a fixed term agreement, the day the agreement finishes.

8 Rent—amount

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

Note—

See clause 7(1).

9 Rent—break down

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

10 Rent—day of payment

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

Note—

See clause 7(2).

11 Rent—methods of payment

The ways for the resident to pay the rent.

Note—

Under section 98, there must be at least 2 ways. See also clause 7(3)(a).

12 Rent—place of payment

Where the rent must be paid.

Note—

Item 12 is optional. See clause 7(6) to (8).

13 Rent—increases

13.1 Whether the rent can be increased.

13.2 The day the rent was last increased for the resident's room.

13.3 The amount of the rent increase or how the rent increase will be worked out.

13.4 When the rent increase will start.

Note—

See clause 9.

14 Rental bond

The amount of any rental bond.

Note—

See clause 13.

15 Services to be provided by the provider

Any services that are to be provided by the provider.

16 Utility services

Any utility services for which the resident must pay.

Examples of services—

electricity, gas and water

Note—

See clause 15.

17 House rules

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

Note—

See clause 18.

18 Number of occupants

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

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

Note—

See clause 19.

19 Body corporate by-laws

19.1 Whether body corporate by-laws apply to the resident's occupation of the rental premises.

19.2 Whether the resident has been given a copy of the relevant by-laws.

Note—

See clause 25.

20 Pets

The type and number of any pets approved by the provider to be kept in the resident's room.

Note—

See clauses 26 to 29.

Part 2 Standard terms

Division 1 Preliminary

1 Interpretation

In this agreement—

(a) a reference to ***the rental premises*** includes a reference to any inclusions for the rental premises stated in item 6.2; and

(b) a reference to a numbered section is a reference to the section in the *Residential Tenancies and Rooming Accommodation Act 2008* (***the Act***) with that number; and

(c) a reference to a numbered item is a reference to the item with that number in part 1 of this agreement; and

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

2 Terms of rooming accommodation agreement—ss 72–74

(1) This part states, under section 73, the standard terms of a rooming accommodation agreement.

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

(3) The house rules for the rental premises are taken to be included as terms of this agreement.

(4) The provider and resident may agree on other terms of this agreement (***special terms***).

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

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

(7) Any body corporate by-laws that apply to the occupation of the rental premises by the resident, for the time being in force, are taken to be terms of this agreement.

(8) A breach of this agreement may also be an offence under the Act.

Examples for subclause (8)—

1 It is an offence for the provider or provider's agent to enter the resident's room in contravention of the rules of entry under sections 257 to 262.

2 It is an offence if the resident does not sign and return the condition report to the provider or provider's agent under section 81.

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Division 2 Entering rooming accommodation agreement

3 Start of rooming accommodation agreement

This agreement starts on the day stated in item 7.2.

4 Entry condition report—s 81

(1) This clause applies only if a rental bond is payable, or has been paid, under this agreement.

(2) The provider or provider's agent must prepare, in the approved form, and sign a condition report for the resident's room and the facilities in the room.

(3) A copy of the condition report must be given to the resident on or before the day the resident occupies a room in the rental premises under this agreement.

(4) If the resident does not agree with the condition report, the resident must mark the copy of the report in an appropriate way to show the parts the resident disagrees with.

(5) The resident must sign and return the copy of the condition report to the provider or provider's agent no later than 7 days after the later of the following days—

(a) the day the resident occupies the resident's room;

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

(6) After the copy of the condition report is returned to the provider or provider's agent by the resident, the provider or provider's agent must make a copy of the condition report and return it to the resident within 14 days.

(7) However, the provider or provider's agent does not have to prepare a condition report for the resident's room if—

(a) this agreement has the effect of continuing the resident's right to occupy the room under an earlier rooming accommodation agreement; and

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(b) in accordance with the Act, a condition report was prepared for the room for the earlier rooming accommodation agreement.

(8) If a condition report is not prepared for this agreement because subclause (7) applies, the condition report prepared for the earlier rooming accommodation agreement is taken to be the condition report for this agreement.

5 Continuation of fixed term agreement—s 82

(1) This clause applies if—

(a) under this agreement, rooming accommodation is provided to the resident for a fixed term; and

(b) neither the provider nor the resident gives the other party a notice under chapter 5, part 2 of the Act ending the agreement or agrees in writing with the other party to end the agreement under section 366(a).

(2) This agreement continues to apply after the last day of the term, as a periodic agreement, on the same terms on which it applied immediately before the last day of the term, other than the term about the fixed term.

6 Costs apply to early ending of fixed term agreement—s 396A

(1) This clause applies if—

(a) this agreement is a fixed term agreement; and

(b) the resident ends this agreement before the term ends other than in a way permitted under the Act.

(2) The resident must pay the reletting costs under section 396A(3).

Note—

For when the resident may end this agreement early, see clause 30.

(3) This clause does not apply if, after experiencing domestic violence, the resident ends the resident's interest in this

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agreement under chapter 5, part 2, division 3, subdivision 2A of the Act.

Division 3 Rent

7 When, how and where rent must be paid—ss 98–100

(1) The resident must pay the rent stated in item 8.

(2) The rent must be paid on the days stated in item 10.

(3) The rent must be paid—

(a) in a way stated in item 11; or

Note—

Under section 98, at least 2 ways for the resident to pay the rent must be stated in this agreement.

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

(i) the provider or resident giving the other party a notice proposing a way; and

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

(c) if the provider or provider's agent intends to change the way rent is paid to a way that is not stated in item 11 and no way is agreed to after the signing of this agreement—in a way the provider or provider's agent proposes by notice to the resident under section 99A.

(4) The provider or provider's agent must give the resident notice advising of the costs associated with the ways to pay rent offered to the resident that the resident would not reasonably be aware of if the provider or provider's agent knows or could reasonably be expected to find out about the costs.

(5) Also, the provider or provider's agent must declare any financial benefit the provider or provider's agent may receive if the resident uses a particular way to pay rent.

(6) If a place is stated in item 12, the rent must be paid at the place.

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(7) If, after the signing of this agreement, the provider gives a notice to the resident stating a place, or a different place, for payment of rent and the place is reasonable, the rent must be paid at the place while the notice is in force.

(8) If no place is stated in item 12 and there is no notice stating a place, the rent must be paid at an appropriate place.

Examples of an appropriate place—

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

8 Rent in advance—s 101

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

Note—

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

9 Rent increases—ss 105 and 105B

(1) If a provider proposes to increase the rent, the provider must give notice of the proposal to the resident.

Note—

See section 105D.

(2) The notice must state—

(a) the amount of the increased rent; and

(b) the day from when the rent is payable; and

(c) if the provider is not an exempt provider under the Act—the day the rent was last increased for the resident's room.

(3) The day from which the increased rent is payable must not be earlier than the later of the following—

(a) 4 weeks after the notice is given;

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(b) 12 months after the last rent increase for the resident's room in accordance with section 105B.

(4) Also, if this agreement is for a fixed term, the rent may not be increased before the term ends unless—

(a) item 13.1 states rent can be increased; and

(b) item 13.3 states the amount of the increase or how the amount of the increase is to be worked out; and

(c) the increase is made in accordance with item 13.3.

(5) Subject to an order of the tribunal, the increased rent is payable from—

(a) if this agreement is for a fixed term—the day stated in item 13.4; or

(b) if this agreement is not for a fixed term—the day stated in the notice.

(6) However, increased rent is payable by the resident only if—

(a) the rent is increased in compliance with this clause and the Act; and

(b) the increased rent is not payable earlier than 12 months after the last rent increase for the resident's room in accordance with section 105B; and

(c) the increase in rent does not relate to—

(i) compliance of the rental premises with the prescribed minimum housing standards; or

(ii) keeping a pet or working dog in the room.

(7) Subclauses (1) to (6) do not apply if the parties to this agreement amend this agreement to provide for another service to be provided by the provider to the resident and for an increase in the rent in payment of the service.

(8) However, subclause (7) does not apply if the provision of the service—

(a) is necessary for the rental premises to comply with the prescribed minimum housing standards; or

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(b) is a condition of the provider's approval to keep a pet in the resident's room.

10 Resident's application to tribunal about rent increase—s 105A

(1) After the provider gives the resident notice of a proposed rent increase, the resident may apply to the tribunal for an order reducing the amount of, or stopping, the proposed increase of rent if the resident believes the increase—

(a) is excessive; or

(b) is not payable under clause 9.

(2) However, the application must be made—

(a) within 30 days after the resident receives the notice; and

(b) if this agreement is a fixed term agreement—before the term of this agreement ends.

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

(1) This clause applies if—

(a) the resident's room or common areas become partly unfit to live in, or their amenity or standard substantially decreases, other than because of intentional or reckless damage caused by the resident or a guest of the resident; or

(b) a service provided to the resident under this agreement is no longer available or is withdrawn, or the standard of the service substantially decreases, other than because the resident has not met the resident's obligations under this agreement.

(2) The rent payable under this agreement decreases by the amount, and from the time, agreed between the provider and the resident.

(3) If the provider and the resident can not agree on the amount or time for the decrease, either may apply to the tribunal for an

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order decreasing the rent by a stated amount from a stated time.

12 Rent decreases because of resident's absence—s 107

(1) This clause applies if either of the following is not provided to the resident because of the resident's absence—

(a) a personal care service;

(b) a food service, but only if the resident is absent from the rental premises for a continuous period of more than 2 weeks.

(2) The provider and the resident may agree to a reduction in rent for the period of the absence.

(3) If the provider and the resident can not agree on a reduction in rent for the period of the absence, the resident may apply to the tribunal for an order decreasing the rent by a stated amount for the period.

Division 4 Rental bond

13 Rental bond required—ss 111, 116 and 118

(1) If a rental bond is stated in item 14, the resident must pay to the provider or provider's agent the bond—

(a) if a special term requires the bond to be paid at a stated time—at the stated time; or

(b) if a special term requires the bond to be paid by instalments—by instalments; or

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

Note—

There is a maximum rental bond that may be required. See sections 112(2) and 146.

(2) The provider or provider's agent must pay the rental bond to the authority and give the authority a notice, in the approved form, about the bond.

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Note—

For when the provider or provider's agent must pay the rental bond to the authority, see sections 116 and 118. Generally, the provider or provider's agent must pay the rental bond to the authority within 10 days of receiving it.

(3) The rental bond is intended to be available to financially protect the provider if the resident breaches this agreement.

Example—

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

Note—

For how to apply to the authority or tribunal for the rental bond at the end of the rooming accommodation agreement, see sections 125 to 141.

14 Increase in rental bond—s 154

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

(a) the rent increases and the provider gives notice to the resident to increase the bond; and

(b) the notice is given at least 11 months after—

(i) this agreement started; or

(ii) if the bond has been increased previously, following a notice given under this clause—the day stated in the notice, or the last notice, for making the increase.

(2) The notice must state the increased amount and the day by which the increase must be made.

(3) For subclause (2), the day must be at least 1 month after the notice is given to the resident.

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Division 5 Outgoings

15 Charge for utility service—s 170

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

(a) the service is stated in item 16; and

(b) the resident's room is separately metered for the utility service by an appliance approved by the supplying entity.

(2) The provider must give the resident a copy of the documents about the amount charged by the supplying entity within 4 weeks after the provider receives the documents.

(3) The resident is not required to pay an amount for utility services if the provider does not give the resident a copy of the documents.

Note—

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

Division 6 Rights and obligations of provider and resident

16 Provider's obligations—ss 247 and 249

(1) The provider has the following obligations—

(a) to ensure the provider is not in breach of a law dealing with issues about the health or safety of persons using or entering the resident's room or common areas;

(b) to take reasonable steps to ensure the resident—

(i) always has access to the resident's room and to bathroom and toilet facilities; and

(ii) has reasonable access to any other common areas;

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(c) to take reasonable steps to ensure the security of the resident's room and the resident's personal property in the room;

(d) to maintain the resident's room and common areas in a way that the room and areas remain fit for the resident to live in;

(e) to take reasonable steps to ensure the resident's room and common areas and facilities provided in the room and areas—

(i) are kept safe and in good repair; and

(ii) subject to any agreement with the resident about cleaning the resident's room or common areas or facilities—are kept clean;

(f) not to unreasonably restrict the resident's guests in visiting the resident;

(g) to ensure that the times during which the provider, or provider's agent, is available to be contacted by the resident are reasonable, having regard to all the circumstances including the services being provided to the resident under this agreement;

(h) to ensure the rental premises otherwise comply with any prescribed minimum housing standards applying to the rental premises.

(2) For subclause (1)(e)(ii), an agreement about cleaning common areas may be made only for a common area used by the resident and a minority of other residents of the provider.

Example—

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

(3) The provider must take reasonable steps to ensure the resident has quiet enjoyment of the resident's room and common areas.

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(4) The provider or provider's agent must not interfere with the reasonable peace, comfort or privacy of the resident in using the resident's room and common areas.

17 Resident's obligations generally—s 253

(1) The resident has the following obligations—

(a) to use the resident's room and common areas only or mainly as a place of residence;

(b) not to use the resident's room or common areas for an illegal purpose;

(c) not to interfere with, and to ensure the resident's guests do not interfere with, the reasonable peace, comfort or privacy of another resident or another resident's appropriate use of the other resident's room or common areas;

(d) to pay the rent when it falls due;

(e) not to keep an animal on the rental premises without the provider's approval;

(f) not to intentionally or recklessly damage or destroy, or allow the resident's guests to intentionally or recklessly damage or destroy, any part of the rental premises or a facility in the rental premises;

(g) to keep the resident's room and inclusions clean, having regard to their condition at the start of this agreement;

(h) to maintain the resident's room in a condition that does not give rise to a fire or health hazard.

Examples of a fire hazard—

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

(2) The resident's obligations under subclause (1) do not apply to the extent the obligations would have the effect of requiring the resident to repair, or compensate the provider for, damage to the resident's room or inclusions caused by an act of domestic violence experienced by the resident.

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18 House rules—ss 266–276

(1) The resident must comply with the house rules for the rental premises.

(2) The provider or provider's agent must give a copy of the house rules for the rental premises to the resident before entering into this agreement.

(3) The provider or provider's agent for the rental premises must ensure a copy of the house rules for the rental premises is displayed, at all times, at a place in the rental premises where it is likely to be seen by the residents.

(4) At least 7 days before making any changes to the house rules for the rental premises, the provider must give a notice to the resident stating the following—

(a) the proposed changes and the day the changes are to take effect;

(b) that the resident may object to the changes and how an objection may be made.

(5) However, if this agreement starts less than 7 days before the proposed changes are to take effect, the provider need only give the notice mentioned in subclause (4) when this agreement starts.

19 Number of occupants allowed

(1) No more than the number of persons stated in item 18.1 may reside in the resident's room.

(2) No more than the number of persons stated in item 18.2 may reside at the rental premises.

(3) However, more people may reside in the resident's room or at the rental premises if the resident and the provider agree.

20 Supply of locks and keys—s 250

(1) The provider must supply and maintain all locks necessary to ensure the resident's room is reasonably secure.

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(2) The provider must give the resident a key for each lock that secures an entry to the following—

(a) the resident's room;

(b) a building or building within which the resident's room and common areas are situated.

(3) The resident must not make a copy of the key without the provider's permission.

(4) The resident must not tamper with a door lock in the rental premises.

21 Changing locks—s 251

(1) The resident may request the provider to change or repair a lock that secures entry to the resident's room if the resident reasonably believes there is the likelihood of—

(a) risk to the resident's safety; or

(b) theft of, or damage to, the resident's belongings.

(2) The provider must not act unreasonably in failing to agree to change or repair the lock.

(3) Also, the provider must change or repair the lock if the request states it is made for the purpose of protecting the resident from domestic violence.

(4) If the provider changes a lock because of a request mentioned in subclause (3), the provider must not give a key for the changed lock to any other person other than the resident without the resident's agreement or a reasonable excuse.

22 Fixtures or structural changes—ss 254–255A

(1) The resident may attach a fixture, or make a structural change, to the rental premises only if—

(a) the resident gives the provider a request, in the approved form, for approval to attach the fixture or make the structural change; and

(b) the provider agrees to the request; and

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(c) for body corporate rental premises—the body corporate agrees to the request; and

(d) the fixture is attached, or structural change is made, in accordance with the provider's agreement.

Note—

Fixtures are generally items permanently attached to land or to a building that are intended to become part of the land or building. Attaching a fixture may include, for example, gluing, nailing or screwing the fixture to a wall.

(2) The provider must—

(a) decide the request—

(i) within 28 days after receiving the request; or

(ii) if the rental premises are not body corporate rental premises—within a longer period, if agreed to by the resident and provider; and

(b) advise the resident of the provider's decision; and

(c) if the provider agrees to the request and the rental premises are body corporate rental premises—

(i) state that the provider's agreement is subject to agreement by the body corporate; and

(ii) give the request to the body corporate within 28 days after receiving the request; and

(iii) advise the resident as soon as reasonably practicable of the body corporate's decision about the request.

(3) If the provider agrees to the request, the provider must give the resident an agreement that—

(a) is in writing; and

(b) describes the nature of the fixture or structural change; and

(c) states any conditions of the agreement, including any conditions given by the body corporate.

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Examples of conditions—

- that the resident must maintain the fixture in a particular way
- that the resident must remove the fixture and must repair damage caused by removing the fixture
- that the provider must compensate the resident for the fixture if the resident can not remove it

(4) The resident must comply with any conditions of the agreement given by the provider or body corporate.

(5) In this clause—

body corporate rental premises means rental premises—

(a) that are part of a body corporate scheme; and

(b) for which, under a body corporate law or body corporate by-law, the approval of the body corporate is required for the attachment of a fixture, or the making of a structural change, to the premises.

23 Action by provider for breach of provider's agreement about fixture or structural change—s 256

(1) This clause applies if—

(a) the resident attaches a fixture, or makes a structural change, to the rental premises; and

(b) the provider's agreement is given under section 255 to attach the fixture or make the structural change; and

(c) the resident does not attach the fixture, or make the structural change, in accordance with the provider's agreement.

(2) The provider may—

(a) take action for a breach of a term of this agreement; or

(b) waive the breach and treat the fixture or structural change as an improvement to the rental premises for the provider's benefit.

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

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

25 Body corporate by-laws

(1) The provider must give the resident a copy of any body corporate by-laws applicable to—

(a) the occupation of the rental premises; or

(b) any common area available for use by the resident with the rental premises.

(2) The resident must comply with the body corporate by-laws.

(3) Subclause (1) does not apply if—

(a) this agreement has the effect of continuing the resident's right to occupy the rental premises under an earlier rooming accommodation agreement; and

(b) the provider gave the resident a copy of the body corporate by-laws in relation to the earlier agreement.

Division 7 Pets

26 Keeping pets and other animals in resident's room—ss 256B and 256G

(1) The resident may keep a pet or other animal in the resident's room only with the approval of the provider.

(2) However, the resident may keep a working dog in the resident's room without the provider's approval.

(3) The resident has the approval of the provider to keep a pet in the resident's room if keeping the pet in the room is consistent with item 20.

Notes—

1 If item 20 states 2 cats, the resident is approved by the provider to keep up to 2 cats in the resident's room.

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2 For additional approvals to keep a pet in the resident's room, see clause 28.

(4) An authorisation to keep a pet or working dog in the resident's room continues for the life of the pet or working dog and is not affected by any of the following matters—

(a) the ending of this agreement, if the resident continues occupying the room under a new agreement;

(b) a change in the provider or provider's agent;

(c) for a working dog—the retirement of the dog from the service the dog provided as a working dog.

(5) An authorisation to keep a pet, working dog or other animal in the resident's room may be restricted by a body corporate by-law, house rules or other law about keeping animals at the rental premises.

Examples—

1 The rental premises may be subject to a local law that limits the number or types of animals that may be kept at the premises.

2 The rental premises may be subject to a body corporate by-law that requires the resident to obtain approval from the body corporate before keeping a pet at the premises.

27 Resident responsible for pets and other animals—s 256C

(1) The resident is responsible for all nuisance caused by a pet or other animal kept in the resident's room, including, for example, noise caused by the pet or other animal.

(2) The resident is responsible for repairing any damage to the resident's room or inclusions caused by the pet or other animal.

(3) Damage to the resident's room or inclusions caused by the pet or other animal is not fair wear and tear.

28 Request for approval to keep pet—ss 256D and 256E

(1) The resident may, using the approved form, request the provider's approval to keep a stated pet in the resident's room.

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(2) The provider must respond to the resident's request within 14 days after receiving the request.

(3) The provider's response to the request must be in writing and state—

(a) whether the provider approves or refuses the resident's request; and

(b) if the provider approves the resident's request subject to conditions—the conditions of the approval; and

Note—

See clause 29 for limitations on conditions of approval to keep a pet in the resident's room.

(c) if the provider refuses the resident's request—

(i) the grounds for the refusal; and

(ii) the reasons the provider believes the grounds for the refusal apply to the request.

(4) The provider may refuse the request for approval to keep a pet in the resident's room only on 1 or more of the following grounds—

(a) keeping the pet would exceed a reasonable number of animals being kept in the room or at the rental premises;

(b) the room is unsuitable for keeping the pet because of a lack of appropriate space or other things necessary to humanely accommodate the pet;

(c) keeping the pet is likely to cause damage to the room or inclusions that could not practicably be repaired for a cost that is less than the amount of the rental bond for the room;

(d) keeping the pet would pose an unacceptable risk to the health and safety of a person, including, for example, because the pet is venomous;

(e) keeping the pet would contravene a law;

(f) keeping the pet would contravene a body corporate by-law or house rule applying to the rental premises;

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(g) if the provider proposed reasonable conditions for approval and the conditions comply with clause 29—the resident has not agreed to the conditions;

(h) the animal stated in the request is not a pet as defined in section 256A;

(i) another ground prescribed by a regulation under section 256E(1)(i).

(5) The provider is taken to approve the keeping of the pet in the resident's room if—

(a) the provider does not comply with subclause (2); or

(b) the provider's response does not comply with subclause (3).

29 Conditions for approval to keep pet in resident's room—s 256F

(1) The provider's approval to keep a pet in the resident's room may be subject to conditions if the conditions—

(a) relate only to keeping the pet in the resident's room; and

(b) are reasonable having regard to the type of pet, the room and the rental premises; and

(c) are stated in the written approval given to the resident under clause 28(3).

(2) Without limiting subclause (1)(b), the following conditions of the provider's approval are taken to be reasonable—

(a) a condition requiring the pet generally be kept in the resident's room;

(b) if the pet is capable of carrying parasites that could infest the resident's room—a condition requiring the room to be professionally fumigated at the end of the this agreement;

(c) if the pet is allowed inside the resident's room—a condition requiring carpets in the room to be professionally cleaned at the end of this agreement.

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(3) A condition of the provider's approval to keep a pet in the resident's room is void if the condition—

(a) would have the effect of the provider contravening section 176 or 177; or

(b) would, as a term of this agreement, be void under section 178; or

(c) would increase the rent or rental bond payable by the resident; or

(d) would require any form of security from the resident.

(4) For subclause (2), the resident's room is professionally fumigated, and carpets are professionally cleaned, if the fumigation and cleaning are done to a standard ordinarily achieved by businesses selling those services.

Division 8 When agreement ends

30 Ending of agreement—s 366

(1) This agreement ends only if—

(a) the provider and resident agree, in a separate written document, to end this agreement; or

(b) the provider gives the resident a notice requiring the resident to leave the rental premises and the resident leaves the premises; or

Note—

The notice must comply with chapter 5, part 2 of the Act.

(c) the resident or provider gives a notice terminating the agreement on a stated day; or

Note—

The notice must comply with chapter 5, part 2 of the Act.

(d) the resident vacates, or is removed from, the rental premises after receiving a notice from a mortgagee or appointed person under section 384; or

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(e) the resident abandons the resident's room and the period for which the resident has paid rent has ended; or

Note—

See section 509 for indications the resident has abandoned the resident's room.

(f) the tribunal makes an order terminating this agreement.

(2) Also, this agreement ends for a sole resident if—

(a) the resident gives the provider a notice ending residency interest and vacates the rental premises; or

Note—

See chapter 5, part 2, division 3, subdivision 2A of the Act for the obligations of the resident and provider relating to a notice ending residency interest.

(b) the resident dies.

Note—

See section 387A for when this agreement ends if a sole resident dies.

31 Condition room must be left in—s 253

(1) At the end of this agreement, the resident must leave the resident's room and inclusions, as far as possible, in the same condition they were in at the start of this agreement, fair wear and tear excepted.

Examples of what may be fair wear and tear—

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

(2) The resident's obligation mentioned in subclause (1) does not apply to the extent the obligation would have the effect of requiring the resident to repair, or compensate the provider for, damage to the resident's room or inclusions caused by an act of domestic violence experienced by the resident.

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32 Keys

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

33 Goods or money left behind in rental premises—ss 392 and 393

(1) The resident must take all of the residents belongings from the rental premises at the end of this agreement.

(2) The provider must not treat belongings left behind as the provider's own property but must deal with them under sections 392 and 393.

Division 9 Miscellaneous

34 Supply of goods and services—s 176

(1) The provider or provider's agent must not require the resident to buy goods or services from the provider, the provider's agent or a person nominated by the provider or provider's agent.

(2) Subclause (1) does not apply to—

(a) a requirement about a food service, personal care service or utility service; or

(b) a condition of an approval to keep a pet in the resident's room if the condition—

(i) requires the carpets in the room to be cleaned, or the room to be fumigated, at the end of this agreement; and

(ii) complies with clause 29; and

(iii) does not require the resident to buy cleaning or fumigation services from a particular person or business.

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35 Provider's agent—s 248

(1) The name and address for service of the provider's agent is stated in item 3.

(2) Unless a special term provides otherwise, the provider's agent may—

(a) stand in the provider's place in any application to the tribunal by the provider or the resident; or

(b) do any thing else the provider may do, or is required to do, under this agreement.

Note—

See also sections 24 and 25.

36 Notices

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

(2) A notice from the resident to the provider may be given to the provider's agent.

(3) A notice may be given to a relevant party—

(a) by giving it to the relevant party personally; or

(b) if an address for service for the relevant party is stated in item 1, 2, 3 or 4—by leaving it at the address or sending it by prepaid post as a letter to the address; or

(c) if an electronic address for a type of electronic communication for the relevant party is stated in item 1, 2, 3 or 4 and item 5 indicates that a notice may be given by that type of electronic communication—by sending it by electronic communication to the electronic address in accordance with the *Electronic Transactions (Queensland) Act 2001*.

Examples of types of electronic communication—

email, facsimile, text message

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

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(5) A relevant party may change their address for service or electronic address only by giving notice to each other relevant party of their new address for service or a new electronic address.

(6) On the giving of a notice of a new address for service or new electronic address for a relevant party, the address for service or electronic address stated in the notice is taken to be the relevant party's address for the relevant item in this agreement.

(7) A relevant party may withdraw their consent to notices being given to them by electronic communication, or to a specific electronic address, only by giving notice to each other relevant party that notices are no longer to be given to the relevant party electronically, or to that electronic address.

(8) Unless the contrary is proved—

(a) a notice left at an address for service is taken to have been received by the person 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 electronic communication to an electronic address is taken to have been received by the recipient—

(i) if the type of electronic communication is email—when the email enters the recipient's email server; or

(ii) if the type of electronic communication is facsimile—when the sender's facsimile machine produces a transmission report indicating all pages of the notice have been successfully sent; or

(iii) otherwise—at the time stated in the *Electronic Transactions (Queensland) Act 2001*, section 24.

(9) In this clause—

relevant party means—

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(a) the provider; or

(b) the resident; or

(c) if there is an agent of the provider—the provider's agent; or

(d) if there is a representative for the resident—the representative.

representative means a person acting for the resident under section 525(1)(c).

Schedule 6 Prescribed minimum housing standards

section 18

Part 1 Safety and security

1 Weatherproof and structurally sound

(1) Premises must be weatherproof, structurally sound and in good repair.

(2) Premises are not weatherproof if the roofing or windows of the premises do not prevent water entering the premises when it rains.

(3) Without limiting subsection (1), premises are not structurally sound if—

(a) a floor, wall, ceiling or roof is likely to collapse because of rot or a defect; or

(b) a deck or stairs are likely to collapse because of rot or a defect; or

(c) a floor, wall or ceiling or other supporting structure is affected by significant dampness; or

(d) the condition of the premises is likely to cause damage to an occupant's personal property.

2 Fixtures and fittings

The fixtures and fittings, including electrical appliances, for premises—

(a) must be in good repair; and

Examples for paragraph (a)—

- taps and showerheads do not leak
- taps operate to turn water off and on

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(b) must not be likely to cause injury to a person through the ordinary use of the fixtures and fittings.

3 Locks on windows and doors

(1) Premises let, or to be let, under a residential tenancy agreement must have a functioning lock or latch fitted to all external windows and doors to secure the premises against unauthorised entry.

(2) Premises in which rooming accommodation is, or is to be, provided under a rooming accommodation agreement must have a functioning lock or latch fitted to all windows and doors of a resident's room to secure the room against unauthorised entry.

(3) Subsections (1) and (2) apply only to the windows and doors that a person outside the premises or room could access without having to use a ladder.

4 Vermin, damp and mould

(1) Premises must be free of vermin, damp and mould.

(2) Subsection (1) does not apply to vermin, damp or mould caused by the tenant, including, for example, caused by a failure of the tenant to use an exhaust fan installed at the premises.

5 Privacy

(1) Premises must have privacy coverings for windows in all rooms in which tenants or residents are reasonably likely to expect privacy, including, for example, bedrooms.

(2) ***Privacy coverings*** for windows include any of the following—

(a) blinds;

(b) curtains;

(c) tinting;

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(d) glass frosting.

(3) Subsection (1) does not apply to a window of a room if a line of sight between a person outside the premises and a person inside the room is obstructed by a fence, hedge, tree or other feature of the property.

Part 2 Reasonable functionality

6 Plumbing and drainage

Premises must—

(a) have adequate plumbing and drainage for the number of persons occupying the premises; and

(b) be connected to a water supply service or other infrastructure that supplies hot and cold water suitable for drinking.

7 Bathrooms and toilets

(1) The bathroom and toilet facilities at premises must provide the user with privacy.

(2) Each toilet must—

(a) function as designed, including flushing and refilling; and

(b) be connected to a sewer, septic system or other waste disposal system.

8 Kitchen

A kitchen, if included, must include a functioning cooktop.

9 Laundry

A laundry, if included, must include the fixtures required to provide a functional laundry other than whitegoods.

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Schedule 7 Prescribed house rules

section 19

1 Residents' and guests' behaviour

(1) Residents must not interfere with the reasonable peace, comfort or privacy of other residents.

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

2 Maintenance of rooms

(1) Residents must maintain their rooms—

(a) in a way that does not interfere with the reasonable comfort of other residents; and

(b) in a condition that does not create a fire or health hazard.

(2) Residents must not intentionally or recklessly damage or destroy any part of their rooms or a facility in their rooms.

3 Common areas

(1) The provider must take reasonable steps to ensure the common areas, and facilities provided in the common areas, are kept safe, clean and in good repair.

(2) However, the obligation for the provider to take reasonable steps to ensure the common areas and facilities are kept clean is subject to any agreement with the resident.

(3) Residents must leave common areas clean and tidy after using them.

(4) Residents must ensure their guests leave common areas clean and tidy after using them.

(5) Common areas in these rental premises include [insert description of common areas, e.g. lounge or television room,

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dining room, toilets and bathrooms, kitchen, hallway, patio, yard].

4 Guests

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

5 Quiet enjoyment

(1) The provider must take reasonable steps to ensure residents have quiet enjoyment of the resident's room and common areas.

(2) The provider must not enter residents' rooms other than as provided under the *Residential Tenancies and Rooming Accommodation Act 2008*.

6 Door locks and keys

(1) Residents must not tamper with, or change, a door lock in the rental premises.

(2) However, the resident may request the provider to change a lock that secures entry to the resident's room under the *Residential Tenancies and Rooming Accommodation Act 2008*, section 251.

(3) Residents must not make copies of keys without the provider's permission.

7 Animals

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

(2) Subsection (1) does not apply to a working dog.

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Schedule 8 Dictionary

section 3

general tenancy agreement see section 10(2).

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

moveable dwelling tenancy agreement see section 11(2).

relevant agreement, for part 7, see section 24.

relevant tenant, for part 7, see section 24.

rooming accommodation information see section 16(2).

State tenancy agreement see section 12(2).

tenancy information—

(a) for a general tenancy agreement—see section 10(3); or

(b) for a moveable dwelling tenancy agreement—see section 11(3); or

(c) for a State tenancy agreement—see section 12(3); or

(d) for a community housing provider tenancy agreement—see section 14(2).

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