



Queensland

Residential Tenancies Act 1994

Residential Tenancies Regulation 2005

Reprinted as in force on 1 April 2008

Reprint No. 1B

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See 2008 Act No. 73 s 528

Information about this reprint

This regulation is reprinted as at 1 April 2008. The reprint shows the law as amended by all amendments that commenced on or before that day (Reprints Act 1992 s 5(c)).

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

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

Also see endnotes for information about—

- **when provisions commenced**
- **editorial changes made in earlier reprints.**

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[as amended by all amendments that commenced on or before 1 April 2008]

Part 1 Preliminary

1 Short title

This regulation may be cited as the *Residential Tenancies Regulation 2005*.

2 Dictionary

The dictionary in schedule 5 defines particular terms used in this regulation.

3 Notes in text

A note in the text of this regulation is part of this regulation.

Part 2 Standard terms

4 Application of pt 2

This part does not apply to—

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

5 Purpose of pt 2

The purpose of this part is to prescribe, for section 38¹ of the Act, standard terms for inclusion in a residential tenancy agreement to which this part applies.

6 General tenancy agreements

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

7 Moveable dwelling tenancy agreements

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

1 Section 38 (Standard terms) of the Act

8 State tenancy agreements

- (1) Schedule 3, part 2 states the standard terms for a residential tenancy agreement under which the State or a State authority is the lessor and to which this part applies.
- (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 (the *tenancy information*) about a residential tenancy that must be included in a State tenancy agreement, other than a detail identified in the part as optional.

9 Order and numbering of provisions

- (1) A document purporting to be a residential tenancy agreement is taken not to include the standard terms for a residential tenancy agreement if—
 - (a) the order in which the standard 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 are numbered is different from the way the terms are numbered in the relevant schedule for the agreement; or
 - (c) the tenancy information for the residential tenancy agreement is not properly included in the document as part 1 of the residential tenancy agreement.
- (2) However, a subclause in a residential tenancy agreement may be numbered using a decimal numbering system instead of a numeric numbering system.

Example—

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

- (3) If a subclause in a residential tenancy agreement 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 27.3 of the standard terms of

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

14 Agreement must be dated

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

15 Failure to sign, witness or date

A failure to comply with a requirement under this part does not affect the enforceability of the agreement.

Part 4 Approved reasons for listing on a tenancy database

Division 1 Preliminary

16 Approved reasons for listing—Act, s 284C(1)(c)

- (1) This part applies to a person (the *relevant tenant*) who was named as a tenant in a residential tenancy agreement (the *relevant agreement*) that has ended.
- (2) This part prescribes, for section 284C(1)(c)³ of the Act, the reasons for which the relevant tenant may be listed on a tenancy database.

17 Amount owing must be more than any rental bond being held

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

3 Section 284C (Restriction on listing) of the Act

- (b) the authority is holding an amount of rental bond for the relevant agreement.
- (2) The reason applies only if the amount owed by the relevant tenant is more than the amount of rental bond being held.

Division 2 Approved reasons

18 Unpaid rent

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

- (a) the lessor under the relevant agreement gave the relevant tenant, under section 153⁴ 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.

19 Amount owing under a conciliation agreement or tribunal order

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

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

4 Section 153 (Notice to remedy tenant's breach) of the Act

20 Amount owing after abandonment

- (1) A reason for listing the relevant tenant on a tenancy database is—
 - (a) the relevant tenant abandoned the premises that were occupied under the relevant agreement; and
 - (b) the relevant tenant owes an amount, under the relevant agreement, to the lessor under the relevant agreement.
- (2) However, subsection (1) does not apply if the relevant tenant has made an application to a tribunal under section 221A⁵ of the Act that has not been finally dealt with.

21 Objectionable behaviour

A reason for listing the relevant tenant on a tenancy database is that, on an application by the lessor under the relevant agreement, a tribunal has made a termination order for the relevant agreement under section 212⁶ of the Act.

22 Repeated breaches

A reason for listing the relevant tenant on a tenancy database is that, on an application by the lessor under the relevant agreement, a tribunal has made a termination order for the relevant agreement under section 213A⁷ of the Act.

Part 5 General provisions**23 Intensive drug rehabilitation order—Act, s 20**

- (1) This section applies if—
 - (a) an intensive drug rehabilitation order under the *Drug Rehabilitation (Court Diversion) Act 2000* requires the

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

6 Section 212 (Objectionable behaviour) of the Act

7 Section 213A (Repeated breaches) of the Act

person who is the subject of the order to reside at certain residential premises during the currency of the person's rehabilitation program under the order; and

- (b) the person is the tenant under a residential tenancy agreement for the premises.
- (2) The Act does not apply to the agreement or premises during the currency of the rehabilitation program.

24 Approved supported accommodation agreements—Act, s 27

- (1) For section 27(3)⁸ of the Act, the tenant under an agreement about approved supported accommodation is a person to whom the Act does not apply if the tenant has occupied the premises under the agreement for a continuous period of not more than 13 weeks.
- (2) If the tenant under an agreement about approved supported accommodation has occupied the premises under the agreement for a continuous period of more than 13 weeks, the Act applies to the agreement as if the tenant's occupancy started on the day after the 13 week period ended.

25 Prescribed date—Act, ss 42 and 42A

For sections 42(7) and 42A(4)⁹ of the Act, the date prescribed is 1 December 1999.

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

For section 75(2)¹⁰ of the Act, a person is taken to have contributed to a rental bond if the authority is satisfied the person contributed to the rental bond.

8 Section 27 (Headleases for approved supported accommodation) of the Act

9 Sections 42 (Condition report at start of tenancy) and 42A (Condition report at end of tenancy) of the Act

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

27 Payments above maximum amount—Act, s 77(3)(a)

- (1) For section 77(3)(a)¹¹ of the Act, the amount prescribed is \$500.
- (2) However, subsection (1) does not apply for a residential tenancy agreement entered into before the commencement of this section.

27A Prescribed water efficiency levels—Act, s 91A(8)

- (1) For section 91A(8) of the Act, the following levels of water efficiency 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;
 - (d) for all other internal cold water taps—a maximum flow rate of 30L a minute.
- (2) For subsection (1)(a)(ii), the average flush volume of a dual flush toilet is the volume worked out using the following formula—

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

where—

AV means the average flush volume.

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

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

11 Section 77 (Payments above maximum amount) of the Act

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.

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.

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

For section 116(1)(b)¹² of the Act, an application a lessor or tenant may make to a tribunal is a prescribed proceeding.

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

For sections 171A(1)(e) and 186A(1)(e)¹³ of the Act, the period prescribed is 2 years.

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

For section 230A(2)(a)¹⁴ of the Act, the amount prescribed is \$1300.

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

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

12 Section 116 (Lessor’s or agent’s name and other details) of the Act

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

14 Section 230A (Goods left on premises) of the Act

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

32 Procedures for selling goods by auction—Act, s 230A(5)

- (1) This section prescribes procedures under section 230A(5) of the Act for a person selling goods by auction under section 230A(4) of the Act.
- (2) The person must give notice of the auction by publishing the notice in a newspaper circulating generally in the area where the goods were abandoned.
- (3) The notice must—
 - (a) describe the goods; and
 - (b) state the day, time and place the auction is to be held.
- (4) The day stated in the notice must be at least 7 days after the notice is published.

33 When a person is related to a director—Act, s 299(1)(a)

For section 299(1)(a)¹⁵ 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.

15 Section 299 (Disclosure of interests) of the Act

34 When a director is related to a person—Act, s 299(3)

For section 299(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.

35 When a person is related to an employee—Act, s 311(1)(a)

For section 311(1)(a)¹⁶ of the Act, a person is related to an employee if any of the following applies—

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

36 Fees

The fees payable under the Act are in schedule 4.

¹⁶ Section 311 (Disclosure of interests) of the Act was renumbered as section 319A under the *Statutory Bodies Legislation Amendment Act 2007*, section 83(3).

Part 6 **Repeal and transitional provisions**

37 **Repeal of Residential Tenancies Regulation 1995**

The Residential Tenancies Regulation 1995 SL No. 36 is repealed.

38 **Transitional provision for existing residential tenancy agreements**

- (1) This section applies if—
 - (a) a residential tenancy agreement is in force immediately before this section commences; and
 - (b) the repealed regulation prescribed standard terms for inclusion in the agreement.
- (2) Part 2 does not apply to the agreement.
- (3) The repealed regulation continues to apply for prescribing the standard terms for the agreement.
- (4) In this section—

repealed regulation means the repealed *Residential Tenancies Regulation 1995*.

39 **Transitional provision for Building Regulation 2006**

- (1) This section applies if a residential tenancy agreement includes the standard terms prescribed under part 2 from time to time, other than for the amendment to the terms under the *Building Regulation 2006*.
- (2) Despite sections 6 and 7, the residential tenancy agreement is taken to include the prescribed standard terms for the agreement.

40 **Transitional provision for Residential Tenancies Amendment Regulation (No. 1) 2008**

- (1) This section applies to a fixed term agreement in force immediately before the commencement.

Residential Tenancies Regulation 2005

- (2) Schedule 1, part 2, section 17 and schedule 3, part 2, section 16 (the *relevant sections*), as in force immediately before the commencement, continue to apply to the agreement.
- (3) However, on 1 April 2009—
 - (a) subsection (2) stops having effect for the agreement; and
 - (b) the relevant sections, as amended by the amendment regulation, apply to the agreement.
- (4) In this section—

amendment regulation means the Residential Tenancies Amendment Regulation (No. 1) 2008.

commencement means the commencement of this section.

Schedule 1 General tenancy agreements

section 6

Part 1 Tenancy details

Item

1 Lessor

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

Note—

Item 1.2 is optional.

2 Tenant

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

Note—

Item 2.2 is optional. See clause 45 of the standard terms of a general tenancy agreement.

3 Lessor's agent

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

Note—

Item 3.2 is optional.

4 Premises

- 4.1 The address of the premises.
- 4.2 Any inclusions for the premises.

Schedule 1 (continued)

Examples of inclusions—

furniture or other household goods let with the premises

5 Term of agreement

- 5.1 Whether the agreement is a fixed term agreement or periodic agreement.
- 5.2 The day the agreement starts.
- 5.3 If the agreement is a fixed term agreement, the day the agreement finishes.

6 Rent—amount

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

Note—

See clause 8(1) of the standard terms of a general tenancy agreement.

7 Rent—day of payment

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

Note—

See clause 8(2) of the standard terms of a general tenancy agreement.

8 Rent—method of payment

The way the rent must be paid.

Note—

Item 8 is optional. See clause 8(3) of the standard terms of a general tenancy agreement.

9 Rent—place of payment

Where the rent must be paid.

Schedule 1 (continued)

Note—

Item 9 is optional. See clause 8(4) to (6) of the standard terms of a general tenancy agreement.

10 Rental bond

The amount of any rental bond.

Note—

See clause 13 of the standard terms of a general tenancy agreement.

11 Services

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

Examples of services—

electricity and gas

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

Note—

See clauses 16 and 17 of the standard terms of a general tenancy agreement.

12 Apportionment of charges

For each service listed for item 11.1, 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) of the standard terms of a general tenancy agreement.

Schedule 1 (continued)

13 How services must be paid for

For each service listed for item 11.1, how the tenant must pay for the service.

Note—

See clause 16(d) of the standard terms of a general tenancy agreement.

14 Number of occupants

The number of persons allowed to reside at the premises.

Note—

See clause 23 of the standard terms of a general tenancy agreement.

15 Body corporate by-laws

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

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

Note—

See clause 22 of the standard terms of a general tenancy agreement.

16 Pets

16.1 Whether pets are approved.

Note—

See clause 24(1) of the standard terms of a general tenancy agreement.

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

Note—

See clause 24(2) of the standard terms of a general tenancy agreement.

17 Nominated repairers

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

(a) electrical repairs;

Schedule 1 (continued)

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

Note—

Item 17 is optional. See clause 31 of the standard terms of a general tenancy agreement.

Part 2 Standard terms

Division 1 Preliminary

1 Interpretation

In this agreement—

- (a) a reference to *the premises* includes a reference to any inclusions for the premises stated in this agreement for item 4.2; and
- (b) a reference to a numbered section is a reference to the section in the Act with that number; and
- (c) a reference to a numbered item is a reference to the item with that number in part 1; and
- (d) a reference to a numbered clause is a reference to the clause of this agreement with that number.

2 Terms of a general tenancy agreement

- (1) This part states, under the *Residential Tenancies Act 1994* (*the Act*), section 38, the standard terms of a general tenancy agreement.
- (2) The Act also imposes duties on, and gives entitlements to, the lessor and tenant that are taken to be included as terms of this agreement.

Schedule 1 (continued)

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

Note—

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

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

3 More than 1 lessor or tenant

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

Division 2 Period of tenancy**4 Start of tenancy**

- (1) The tenancy starts on the day stated in this agreement for item 5.2.

Schedule 1 (continued)

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

5 Entry condition report—s 42

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

Note—

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

6 Continuation of fixed term agreement—s 46

- (1) This clause applies if—
- (a) this agreement is a fixed term agreement and a special term does not provide for this agreement to continue after the term ends; and
 - (b) a notice to leave, a notice of intention to leave or an abandonment termination notice has not been given by the lessor or the tenant to the other party before the day the term ends; and

Schedule 1 (continued)

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

Note—

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

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

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

Note—

For when the tenant may terminate early under the Act, see clause 36 and the information statement. Under section 230, the lessor has a general duty to mitigate (avoid or reduce) the costs.

Division 3 Rent

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

- (1) The tenant must pay the rent stated in this agreement for item 6.
- (2) The rent must be paid at the times stated in this agreement for item 7.
- (3) The rent must be paid—
 - (a) in the way stated in this agreement for item 8; or
 - (b) in another way agreed after the signing of this agreement by—

Schedule 1 (continued)

- (i) the lessor or tenant giving the other party a notice proposing the way; and
 - (ii) the other party agreeing to the proposal in writing; or
 - (c) if there is no way stated in this agreement for item 8 or no other way agreed—in an approved way under section 47.¹⁷
- (4) The rent must be paid at the place stated in this agreement for item 9.
- (5) However, if, after the signing of this agreement, the lessor gives a notice to the tenant stating a different place for payment and the place is reasonable, the rent must be paid at the place while the notice is in force.
- (6) If no place is stated in this agreement for item 9 and there is no notice stating a place, the rent must be paid at an appropriate place.

Examples of an appropriate place—

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

9 Rent in advance—s 49

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

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

Note—

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

¹⁷ Section 47 (How rent to be paid) of the Act

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

- (1) If the lessor proposes to increase the rent, the lessor must give notice of the proposal to the tenant.
- (2) The notice must state the amount of the increased rent and the day from when it is payable.
- (3) The day stated must not be earlier than—
 - (a) for a periodic agreement—2 months after the notice is given; or
 - (b) for a fixed term agreement—1 month after the notice is given.
- (4) Subject to an order of a tribunal under section 53A,¹⁸ the increased rent is payable from the day stated in the notice, and this agreement is taken to be amended accordingly.
- (5) However, if this agreement is a fixed term agreement, the rent may be increased before the term ends only if a special term—
 - (a) provides for a rent increase; and
 - (b) states the amount of the increase or how the amount of the increase is to be worked out.
- (6) A rent increase is payable by the tenant only if the rent is increased under this clause.

11 Application to tribunal about excessive increase—s 53A

- (1) If a notice of proposed rent increase is given and the tenant considers the increase is excessive, the tenant may, under section 53A, apply to a tribunal for an order setting aside or reducing the increase.
- (2) However, the application must be made—
 - (a) for a periodic agreement—within 30 days after the notice is received; or
 - (b) for a fixed term agreement—before the term ends.

¹⁸ Section 53A (Tenant's application to tribunal about rent increase) of the Act

Schedule 1 (continued)

12 Rent decreases—s 54

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

Note—

For details of the situations, see the information statement.

Division 4 Rental bond**13 Rental bond required—ss 57 and 59**

- (1) The tenant must, when the tenant signs this agreement, pay to the lessor or the lessor's agent any rental bond stated in this agreement for item 10.
- (2) However, a special term may require the bond to be paid at another stated time or by stated instalments.

Note—

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

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

Example—

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

Note—

For how to apply to the authority or a tribunal for the bond at the end of the tenancy, see the information statement and sections 65 to 74. Delay in applying may mean that payment is made on another application for payment.

14 Increase in bond—s 83

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

Schedule 1 (continued)

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

Division 5 Outgoings**15 Outgoings—s 89**

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

Examples—

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

16 General service charges—ss 90 and 91

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

- (a) the tenant enjoys or shares the benefit of the service; and
- (b) the service is stated in this agreement for item 11.1; and
- (c) either—
 - (i) the premises are individually metered for the service; or

Schedule 1 (continued)

- (ii) this agreement states for item 12 how the tenant's apportionment of the cost of the service is to be worked out; and
- (d) this agreement states for item 13 how the charge may be recovered by the lessor from the tenant.

Note—

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

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

- (1) The tenant must pay an amount for the water consumption charges for the premises if—
 - (a) the tenant is enjoying or sharing the benefit of a water service to the premises; and
 - (b) the premises are individually metered for the supply of water or water is supplied to the premises by delivery by means of a vehicle; and
 - (c) this agreement states for item 11.2 that the tenant must pay for water supplied to the premises.

Note—

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

- (2) However, the tenant does not have to pay an amount—
 - (a) that is more than the amount of the water consumption charges payable to the relevant water supplier; or
 - (b) that is a fixed charge for the water service to the premises.
- (3) Also, the tenant does not have to pay an amount for a reasonable quantity of water supplied to the premises for a period if, during the period, the premises are not water efficient for section 91A of the Act.

Note—

For details about water efficiency, see the information statement.

Schedule 1 (continued)

- (4) In deciding what is a reasonable quantity of water for subclause (3), regard must be had to the matters mentioned in section 94(3A)(a) to (e) of the Act.
- (5) The tenant must pay the amount of the charge to the lessor within 1 month of the lessor giving the tenant copies of relevant documents about the incurring of the amount.
- (6) In this clause—
water consumption charge, for premises, means the variable part of a water service charge assessed on the volume of water supplied to the premises.

Note—

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

Division 6 Rights and obligations concerning the premises during tenancy

Subdivision 1 Occupation and use of premises

18 No legal impediments to occupation—s 99

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

Examples of possible legal impediments—

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

Schedule 1 (continued)

19 Vacant possession and quiet enjoyment—ss 100 and 101

- (1) The lessor must ensure the tenant has vacant possession of the premises (other than a part of the premises that, under a special term, the tenant does not have a right to occupy exclusively) on the day the tenant is entitled to occupy the premises under this agreement.
- (2) The lessor must take reasonable steps to ensure the tenant has quiet enjoyment of the premises.
- (3) The lessor or lessor's agent must not interfere with the reasonable peace, comfort or privacy of the tenant in using the premises.

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

The lessor or the lessor's agent may enter the premises during the tenancy only under sections 109 to 114.¹⁹

Note—

See the information statement for details.

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

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

Examples of things that may constitute a nuisance—

- using paints or chemicals on the premises that go onto or cause odours on adjoining land
- causing loud noises

¹⁹ Sections 109 (Grounds for entry), 110 (Notice of entry), 111 (General qualifications about entry), 112 (Rules of entry), 113 (Entry under order of tribunal) and 114 (Unlawful entry of premises) of the Act

Schedule 1 (continued)

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

22 Units and townhouses—s 45

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

23 Number of occupants allowed

No more than the number of persons stated in this agreement for item 14 may reside at the premises.

24 Pets

- (1) The tenant may keep pets on the premises only if this agreement states for item 16.1 that pets are approved.
- (2) If this agreement states for item 16.1 that pets are approved and this agreement states for item 16.2 that only—
 - (a) a particular type of pet may be kept, only that type may be kept; or
 - (b) a particular number of pets may be kept, only that number may be kept; or
 - (c) a particular number of a particular type of pet may be kept, only that number of that type may be kept.

Schedule 1 (continued)

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

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

Note—

For details about the maintenance, see the information statement.

- (3) In this clause—

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

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

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

Schedule 1 (continued)

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

- (1) The lessor must supply and maintain all locks necessary to ensure the premises are reasonably secure.
- (2) The lessor must give the tenant, or if there is more than 1 tenant, 1 of the tenants, a key for each lock that—
 - (a) secures an entry to the premises; or
 - (b) secures a road or other place normally used to gain access to, or leave, the area or building in which the premises are situated; or
 - (c) is part of the premises.
- (3) If there is more than 1 tenant, the lessor must give the other tenants a key for the locks mentioned in subclause (2)(a) and (b).

28 Changing locks—ss 121 and 122

- (1) The lessor or the tenant may change locks if—
 - (a) both agree to the change; or
 - (b) there is a tribunal order permitting the change; or
 - (c) there is a reasonable excuse for making the change.
Example of a reasonable excuse—
an emergency requiring the lock to be changed quickly
- (2) The lessor or tenant must not act unreasonably in failing to agree to the change of a lock.
- (3) If a lock is changed, the party changing it must give the other party a key for the changed lock unless—
 - (a) a tribunal orders that a key not be given; or
 - (b) the other party agrees to not being given a key.

Schedule 1 (continued)

29 Fixtures or structural changes—ss 117–119

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

Note—

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

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

Examples of terms—

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

Schedule 1 (continued)

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

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

31 Nominated repairer for emergency repairs—s 124

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

Schedule 1 (continued)

- (a) in this agreement for item 17; or
 - (b) in a notice given by the lessor to the tenant.
- (2) The nominated repairer is the tenant's first point of contact for notifying the need for emergency repairs.

32 Notice of damage—s 125

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

33 Emergency repairs arranged by tenant—ss 126 and 127

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

Note—

For how the tenant may require reimbursement for the repairs, see sections 127(2) and (3) and 128 and the information statement.

Schedule 1 (continued)

**Division 7 Restrictions on transfer or
subletting by tenant****34 General—ss 144 and 146**

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

Note—

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

35 State assisted lessors or employees of lessor—s 143

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

Schedule 1 (continued)

Division 8 When agreement ends**36 Termination—s 151**

This agreement terminates only if—

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

Note—

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

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

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

Examples of what may be fair wear and tear—

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

38 Keys

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

Schedule 1 (continued)

39 Tenant's forwarding address—s 115(2)

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

40 Exit condition report—s 42A

- (1) As soon as practicable after this agreement ends, the tenant must prepare, in the approved form, and sign a condition report for the premises and give 2 copies of the report to the lessor or the lessor's agent.

Example of what might be as soon as practicable—

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

Note—

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

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

Schedule 1 (continued)

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

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

- (1) The tenant must take all of the tenant’s belongings from the premises at the end of the tenancy.
- (2) The lessor may not treat belongings left behind as the lessor’s own property, but must deal with them under sections 230A to 230C²⁰ of the Act.

Note—

For details of the lessor’s obligations under sections 230A to 230C, see the information statement. They may include an obligation to store goods and may allow the lessor to sell goods and pay the net sale proceeds (after storage and selling costs) to the public trustee.

Division 9 Miscellaneous**42 No other payments required from tenant—s 95A**

The lessor or lessor’s agent must not ask for or receive from the tenant or anyone else an amount for entering into, extending or continuing this agreement, other than an amount for rent, a rental bond, or a fee or other amount required or permitted to be paid under the Act.

43 Costs—s 39(6)

The lessor must pay all costs of preparing this agreement.

²⁰ Sections 230A (Goods left on premises), 230B (Documents left on premises) and 230C (Application about goods left on premises) of the Act

Schedule 1 (continued)**44 Lessor's agent**

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

45 Notices

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

Note—

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

- (2) A notice from the tenant to the lessor may be given to the lessor's agent.
- (3) A notice may be given to a party to this agreement or the lessor's agent—
 - (a) by giving it to the party or agent personally; or
 - (b) if an address for service for the party or agent is stated in this agreement for item 1, 2 or 3—by leaving it at the address, sending it by prepaid post as a letter to the address or by sending it by facsimile to the address.
- (4) If no address for service is stated in this agreement for item 2 for the tenant, the tenant's address for service is taken to be the address of the premises.
- (5) A party or the agent may change his or her address for service only by giving notice to each other party of a new address for service.
- (6) On the giving of a notice of new address for service for a party or the lessor's agent, the address for service stated in the notice is taken to be the party's or agent's address for service stated in this agreement for item 1, 2 or 3.

Schedule 1 (continued)

- (7) Unless the contrary is proved—
- (a) a notice left at an address for service under this clause is taken to have been received by the party to whom the address relates when the notice was left at the address; and
 - (b) a notice sent by post is taken to have been received by the person to whom it was addressed when it would have been delivered in the ordinary course of post; and
 - (c) a notice sent by facsimile is taken to have been received at the place where the facsimile was sent when the sender's facsimile machine produces a transmission report indicating all pages of the notice have been successfully sent.

Schedule 2 Moveable dwelling tenancy agreements

section 7

Part 1 Tenancy details

Item

1 Lessor

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

Note—

Item 1.2 is optional.

2 Tenant

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

Note—

Item 2.2 is optional. See clause 51 of the standard terms for a moveable dwelling tenancy agreement.

3 Lessor's agent

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

Note—

Item 3.2 is optional.

4 The park

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

Schedule 2 (continued)**5 Premises**

5.1 The location, or intended location, of the moveable dwelling.

Example—

site number

5.2 A description of the moveable dwelling.

Examples—

caravan, site only

5.3 Any inclusions for the premises.

Examples of inclusions—

annexe, furniture or other household goods let with the premises

6 Term of agreement

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

6.2 The day the agreement starts.

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

7 Rent—amount

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

Note—

See clauses 8(1) and 17 of the standard terms for a moveable dwelling tenancy agreement.

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) of the standard terms for a moveable dwelling tenancy agreement.

Schedule 2 (continued)

9 Rent—method of payment

The way the rent must be paid.

Note—

Item 9 is optional. See clause 8(3) of the standard terms for a moveable dwelling tenancy agreement.

10 Rent—place of payment

Where the rent must be paid.

Note—

Item 10 is optional. See clause 8(4) to (6) of the standard terms for a moveable dwelling tenancy agreement.

11 Rental bond

The amount of any rental bond.

Note—

See clause 13 of the standard terms for a moveable dwelling tenancy agreement.

12 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 of the standard terms for a moveable dwelling tenancy agreement.

13 Park rules

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

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

Schedule 2 (continued)

Note—

See clause 22 of the standard terms for a moveable dwelling tenancy agreement.

14 Number of occupants

The number of persons allowed to reside at the premises.

Note—

See clause 23 of the standard terms for a moveable dwelling tenancy agreement.

15 Pets**15.1 Whether pets are approved.**

Note—

See clause 24(1) of the standard terms for a moveable dwelling tenancy agreement.

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

Note—

See clause 24(2) of the standard terms for a moveable dwelling tenancy agreement.

16 Nominated repairers

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

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

Note—

Item 16 is optional. See clause 31 of the standard terms for a moveable dwelling tenancy agreement.

Schedule 2 (continued)

Part 2 Standard terms**Division 1 Preliminary****1 Interpretation**

- (1) In this agreement—
 - (a) a reference to *the premises* includes a reference to any inclusions for the premises stated in this agreement for item 5.3; and
 - (b) a reference to a numbered section is a reference to the section in the Act with that number; and
 - (c) a reference to a numbered item is a reference to the item with that number in part 1; and
 - (d) a reference to a numbered clause is a reference to the clause of this agreement with that number.
- (2) In this agreement, unless the context otherwise requires—

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

2 Terms of a moveable dwelling tenancy agreement

- (1) This part states, under the *Residential Tenancies Act 1994 (the Act)*, section 38, 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 this agreement for item 4 (*the park*),

Schedule 2 (continued)

any park rules for the time being in force are taken to be terms of this agreement.

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

Note—

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

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

3 More than 1 lessor or tenant

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

Division 2 Period of tenancy

4 Start of tenancy

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

Schedule 2 (continued)

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

5 Entry condition report—s 42

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

Note—

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

6 Continuation if a fixed term agreement—s 46

- (1) This clause applies if—
- (a) this agreement is a fixed term agreement and a special term does not provide for this agreement to continue after the term ends; and
 - (b) a notice to leave, a notice of intention to leave or an abandonment termination notice has not been given by the lessor or the tenant to the other party before the day the term ends; and

Schedule 2 (continued)

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

Note—

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

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

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

Note—

For when the tenant may terminate early under the Act, see clause 41 and the information statement. Under section 230, the lessor has a general duty to mitigate (avoid or reduce) the costs.

Division 3 Rent**8 When, how and where rent must be paid—ss 47 and 48**

- (1) Subject to clause 17, the tenant must pay the rent stated in this agreement for item 7.
- (2) The rent must be paid at the times stated in this agreement for item 8.
- (3) The rent must be paid—
 - (a) in the way stated in this agreement for item 9; or
 - (b) in another way agreed after the signing of this agreement by—

Schedule 2 (continued)

- (i) the lessor or tenant giving the other party a notice proposing the way; and
 - (ii) the other party agreeing to the proposal in writing; or
 - (c) if there is no way stated in this agreement for item 9 or no other way agreed—in an approved way under section 47.²¹
- (4) The rent must be paid at the place stated in this agreement for item 10.
 - (5) However, if, after the signing of this agreement, the lessor gives a notice to the tenant stating a different place for payment and the place is reasonable, the rent must be paid at the place while the notice is in force.
 - (6) If no place is stated in this agreement for item 10 and there is no notice stating a place, the rent must be paid at an appropriate place.

Examples of an appropriate place—

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

9 Rent in advance—s 49

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

Note—

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

10 Rent increases—s 53

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

²¹ Section 47 (How rent to be paid) of the Act

Schedule 2 (continued)

- (2) The notice must state the amount of the increased rent and the day from when it is payable.
- (3) The day stated must not be earlier than—
 - (a) for a periodic agreement—2 months after the notice is given; or
 - (b) for a fixed term agreement—1 month after the notice is given.
- (4) Subject to an order of a tribunal under section 53A,²² the increased rent is payable from the day stated in the notice, and this agreement is taken to be amended accordingly.
- (5) However, if this agreement is a fixed term agreement, the rent may be increased before the term ends only if a special term—
 - (a) provides for a rent increase; and
 - (b) states the amount of the increase or how the amount of the increase is to be worked out.
- (6) A rent increase is payable by the tenant only if the rent is increased under this clause.

11 Application to tribunal about excessive increase—s 53A

- (1) If a notice of proposed rent increase is given and the tenant considers the increase is excessive, the tenant may, under section 53A, apply to a tribunal for an order setting aside or reducing the increase.
- (2) However, the application must be made—
 - (a) for a periodic agreement—within 30 days after the notice is received; or
 - (b) for a fixed term agreement—before the term ends.

12 Rent decreases—s 54

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

²² Section 53A (Tenant's application to tribunal about rent increase) of the Act

Schedule 2 (continued)

Note—

For details of the situations, see the information statement.

Division 4 Rental bond**13 Rental bond required—ss 57 and 59**

- (1) The tenant must, when the tenant signs this agreement, pay to the lessor or the lessor's agent any rental bond stated in this agreement for item 11.
- (2) However, a special term may require the bond to be paid at another stated time or by stated instalments.

Note—

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

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

Example—

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

Note—

For how to apply to the authority or a tribunal for the bond at the end of the tenancy, see the information statement and sections 65 to 74. Delay in applying may mean that payment is made on another application for payment.

14 Increase in bond—s 83

- (1) The tenant must increase the rental bond if—
 - (a) the rent increases and the lessor gives notice to the tenant to increase the bond; and

Schedule 2 (continued)

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

Division 5 Outgoings**15 Outgoings—s 89**

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

Examples—

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

16 Service charges—ss 90 and 92

- (1) The tenant must pay the service charge for a service supplied to the premises during the tenancy if—
 - (a) the tenant enjoys or shares the benefit of the service; and
 - (b) the service is stated in this agreement for item 12; 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.

Schedule 2 (continued)

- (4) If the supplier charges the lessor for the service, the tenant must pay the amount of the charge to the lessor within 1 month of the lessor giving the tenant copies of relevant documents about the incurring of the amount.

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

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

Schedule 2 (continued)

**Division 6 Rights and obligations concerning
the premises during tenancy****Subdivision 1 Occupation and use of premises****18 No legal impediments to occupation—s 99**

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

Examples of possible legal impediments—

- if there is a mortgage over the premises, the lessor might need to obtain approval from the mortgagee before the tenancy can start
- a certificate might be required under the *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 100 and 101

- (1) The lessor must ensure the tenant has vacant possession of the premises (other than a part of the premises that, under a special term, the tenant does not have a right to occupy exclusively) on the day the tenant is entitled to occupy the premises under this agreement.
- (2) The lessor must take reasonable steps to ensure the tenant has quiet enjoyment of the premises.
- (3) The lessor or lessor's agent must not interfere with the reasonable peace, comfort or privacy of the tenant in using the premises.

Schedule 2 (continued)

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

- (1) The lessor or the lessor's agent may enter the premises during the tenancy only under sections 109 to 114.²³

Note—

See the information statement for details.

- (2) The lessor or agent may, under section 110(4), enter the site to carry out maintenance of the site without giving the notice of entry required by section 110(1) if—
- (a) a special term states the frequency with which the entry is required for carrying out the maintenance and the conditions under which the entry may be made; and
- (b) the entry is made in accordance with the conditions.

Examples of conditions—

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

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

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

Examples of things that may constitute a nuisance—

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

²³ Sections 109 (Grounds for entry), 110 (Notice of entry), 111 (General qualifications about entry), 112 (Rules of entry), 113 (Entry under order of tribunal) and 114 (Unlawful entry of premises) of the Act

Schedule 2 (continued)

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

22 Park rules—ss 35(2), 44 and 133–141

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

Note—

See the information statement and sections 133 to 141 for what park rules may be made about, how they may be changed and when a change takes effect.

23 Number of occupants allowed

No more than the number of persons stated in this agreement for item 14 may reside at the premises.

24 Pets

- (1) The tenant may keep pets on the premises only if this agreement states for item 15.1 that pets are approved.
- (2) If this agreement states for item 15.1 that pets are approved and this agreement states for item 15.2 states that only—

Schedule 2 (continued)

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

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

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

Schedule 2 (continued)

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

Note—

For details about the maintenance, see the information statement.

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

- (4) In this clause—

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

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

- (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.

Schedule 2 (continued)

- (2) The 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 intentionally, maliciously or negligently damage, or allow someone else to intentionally, maliciously or negligently damage, the premises.
- (4) If the premises are moveable dwelling premises in a moveable dwelling park, the tenant must not—
 - (a) do anything to a facility in the park that makes the facility unfit for use or detracts from its appearance; or
 - (b) intentionally, maliciously or negligently damage a facility in the park.

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

- (1) The lessor must supply and maintain all locks necessary to ensure the premises are reasonably secure.
- (2) The lessor must give the tenant, or if there is more than 1 tenant, 1 of the tenants, a key for each lock that—
 - (a) secures an entry to the premises; or
 - (b) secures a road or other place normally used to gain access to, or leave, the area or building in which the premises are situated; or
 - (c) is part of the premises.
- (3) If there is more than 1 tenant, the lessor must give the other tenants a key for the locks mentioned in subclause (2)(a) and (b).

Schedule 2 (continued)

28 Changing locks—ss 121 and 122

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

Example of a reasonable excuse—

an emergency requiring the lock to be changed quickly

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

29 Fixtures or structural changes—ss 117–119

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

Note—

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

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

Examples of terms—

- that the tenant may remove the fixture
 - that the tenant must repair damage caused when removing the fixture
 - that the lessor must pay for the fixture if the tenant can not remove it
- (3) If the lessor does agree, the tenant must comply with the terms of the lessor's agreement.

Schedule 2 (continued)

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

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

- (1) *Emergency repairs* are works needed to repair any of the following—
 - (a) a burst water service 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;

Schedule 2 (continued)

- (k) a fault or damage likely to injure a person, damage property or unduly inconvenience a resident of the premises;
 - (l) a serious fault in a staircase, lift or other common area of the premises that unduly inconveniences a resident in gaining access to, or using, the premises.
- (2) ***Routine repairs*** are repairs other than emergency repairs.

31 Nominated repairer for emergency repairs—s 124

- (1) The lessor's nominated repairer for emergency repairs of a particular type may be stated either—
 - (a) in this agreement for item 16; or
 - (b) in a notice given by the lessor to the tenant.
- (2) The nominated repairer is the tenant's first point of contact for notifying the need for emergency repairs.

32 Notice of damage—s 125

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

33 Emergency repairs arranged by tenant—ss 126 and 127

- (1) The tenant may arrange for a suitably qualified person to make emergency repairs if—

Schedule 2 (continued)

35 State assisted lessors or employees of lessor—s 143

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

Division 8 Relocation**36 Application of div 8**

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

37 Notice to relocate to another site—s 130

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

Schedule 2 (continued)

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

38 Restriction against enforcing relocation—s 130A

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

39 Effect of relocation—s 131

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.

40 Expenses of relocation—s 132

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

Division 9 When agreement ends**41 Termination—s 151**

This agreement terminates only if—

- (a) the tenant and the lessor agree in writing; or

Schedule 2 (continued)

- (b) the lessor gives a notice to leave the premises to the tenant and the tenant hands over vacant possession of the premises to the lessor on or after the handover day; or
- (c) the tenant gives a notice of intention to leave the premises to the lessor and hands over vacant possession of the premises to the lessor on or after the handover day; or
- (d) a tribunal makes an order terminating this agreement; or
- (e) the tenant abandons the premises.

Note—

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

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

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

Examples of what might be fair wear and tear—

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

43 Keys

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

44 Tenant's forwarding address—s 115(2)

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

Schedule 2 (continued)

- (2) However, subclause (1) does not apply if the tenant has a reasonable excuse for not telling the lessor or agent the new address.

45 Exit condition report—s 42A

- (1) As soon as practicable after this agreement ends, the tenant must prepare, in the approved form, and sign a condition report for the premises and give 2 copies of the report to the lessor or the lessor's agent.

Examples of what might be as soon as practicable—

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

Note—

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

- (2) The lessor or the lessor's agent must, within 3 business days after receiving the copies of the report—
- (a) sign the copies; and
 - (b) if the lessor or agent does not agree with the report—show the parts of the report the lessor or agent disagrees with by marking the copies in an appropriate way; and
 - (c) either—
 - (i) if the tenant has given a forwarding address to the lessor or agent—return a copy to the tenant at the address; or
 - (ii) if a forwarding address has not been given—keep the copies.
- (3) The lessor or agent must keep a copy of the condition report signed by both parties for at least 6 months after this agreement ends.

Schedule 2 (continued)

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

- (1) The tenant must take all of the tenant's belongings from the premises at the end of the tenancy.
- (2) The lessor may not treat belongings left behind as the lessor's own property, but must deal with them under sections 230A to 230C²⁴ of the Act.

Note—

For details of the lessor's obligations under sections 230A to 230C, see the information statement. They may include an obligation to store goods and may allow the lessor to sell goods and pay the net sale proceeds (after storage and selling costs) to the public trustee. Under section 230A(3), there is a prescribed storage period of 3 months for a caravan, its contents and other goods used in occupying the caravan. For other goods the prescribed storage period is 1 month.

Division 10 Miscellaneous**47 No other payments required from tenant—s 95A**

The lessor or lessor's agent must not ask for or receive from the tenant or anyone else an amount for entering into, extending or continuing this agreement, other than an amount for rent, a rental bond, or a fee or other amount required or permitted to be paid under the Act.

48 Supply of goods and services—s 142

- (1) The lessor or the lessor's agent must not require the tenant to buy goods or services from the lessor or a person nominated by the lessor or agent (the *nominated supplier*).
- (2) Subclause (1) does not apply to a requirement made by the lessor or agent about reticulated gas if a tribunal, on the lessor's application, authorises the lessor or nominated supplier to supply the gas to the tenant.

²⁴ Sections 230A (Goods left on premises), 230B (Documents left on premises) and 230C (Application about goods left on premises) of the Act

Schedule 2 (continued)**49 Costs—s 39(6)**

The lessor must pay all costs of preparing this agreement.

50 Lessor's agent

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

51 Notices

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

Note—

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

- (2) A notice from the tenant to the lessor may be given to the lessor's agent.
- (3) A notice may be given to a party to this agreement or the lessor's agent—
 - (a) by giving it to the party or agent personally; or
 - (b) if an address for service for the party or agent is stated in this agreement for item 1, 2 or 3—by leaving it at the address, sending it by prepaid post as a letter to the address or by sending it by facsimile to the address.
- (4) If no address for service is stated in this agreement for item 2 for the tenant, the tenant's address for service is taken to be the address of the premises.
- (5) A party or the agent may change his or her address for service only by giving notice to each other party of a new address for service.

Schedule 2 (continued)

- (6) On the giving of a notice of new address for service for a party or the lessor's agent, the address for service stated in the notice is taken to be the party's or agent's address for service stated in this agreement for item 1, 2 or 3.
- (7) Unless the contrary is proved—
 - (a) a notice left at an address for service under this clause is taken to have been received by the party to whom the address relates when the notice was left at the address; and
 - (b) a notice sent by post is taken to have been received by the person to whom it was addressed when it would have been delivered in the ordinary course of post; and
 - (c) a notice sent by facsimile is taken to have been received at the place where the facsimile was sent when the sender's facsimile machine produces a transmission report indicating all pages of the notice have been successfully sent.

Schedule 3 State tenancy agreements

section 8

Part 1 Tenancy details

Item

1 Lessor

1.1 Lessor's name and address for service.

1.2 Other contact details for the lessor.

Note—

Item 1.2 is optional.

2 Tenant

2.1 Tenant's name.

2.2 Any address for service or other contact details for the tenant.

Note—

Item 2.2 is optional. See clause 44 of the standard terms for a State tenancy agreement.

3 Lessor's agent

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

3.2 Any other contact details for the agent.

Note—

Item 3.2 is optional.

4 Premises

4.1 The address of the premises.

4.2 Any inclusions for the premises.

Schedule 3 (continued)

Examples of inclusions—

furniture or other household goods let with the premises

5 Term of agreement

- 5.1 Whether the agreement is a fixed term agreement or a periodic agreement.
- 5.2 The day the agreement starts.
- 5.3 If the agreement is a fixed term agreement, the day the agreement finishes.

6 Rent—amount

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

Note—

See clause 8 of the standard terms for a State tenancy agreement.

7 Rent—day of payment

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

Note—

See clause 9(1) of the standard terms for a State tenancy agreement.

8 Rent—method of payment

The way the rent must be paid.

Note—

Item 8 is optional. See clause 9(2) of the standard terms for a State tenancy agreement.

9 Rent—place of payment

Where the rent must be paid.

Schedule 3 (continued)

Note—

Item 9 is optional. See clause 9(3) to (5) of the standard terms for a State tenancy agreement.

10 Rental bond

The amount of any rental bond.

Note—

See clause 13 of the standard terms for a State tenancy agreement.

11 Services

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

Examples of services—

electricity and gas

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

Note—

See clause 15 of the standard terms for a State tenancy agreement.

12 Apportionment of charges

For each service listed for item 11.1, 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 15(c) of the standard terms for a State tenancy agreement.

13 How services must be paid for

For each service listed for item 11.1, how the tenant must pay for the service.

Schedule 3 (continued)

Note—

See clause 15(d) of the standard terms for a State tenancy agreement.

14 Number of occupants

The number of persons allowed to reside at the premises.

Note—

See clause 22 of the standard terms for a State tenancy agreement.

15 Body corporate by-laws

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

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

Note—

See clause 21 of the standard terms for a State tenancy agreement.

16 Pets

16.1 Whether pets are approved.

Note—

See clause 23(1) of the standard terms for a State tenancy agreement.

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

Note—

See clause 23(2) of the standard terms for a State tenancy agreement.

17 Nominated repairers

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

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

Schedule 3 (continued)

Note—

Item 17 is optional. See clause 30 of the standard terms for a State tenancy agreement.

Part 2 Standard terms

Division 1 Preliminary

1 Interpretation

In this agreement—

- (a) a reference to *the premises* includes a reference to any inclusions for the premises stated in this agreement for item 4.2; and
- (b) a reference to a numbered section is a reference to the section in the Act with that number; and
- (c) a reference to a numbered item is a reference to the item with that number in part 1; and
- (d) a reference to a numbered clause is a reference to the clause of this agreement with that number.

2 Terms of a State tenancy agreement

- (1) This part states, under the *Residential Tenancies Act 1994* (*the Act*), section 38, 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*).

Schedule 3 (continued)

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

Note—

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

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

3 More than 1 lessor or tenant

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

Division 2 Period of tenancy**4 Start of tenancy**

- (1) The tenancy starts on the day stated in this agreement for item 5.2.
- (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.

Schedule 3 (continued)**5 Entry condition report—s 42**

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

Note—

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

6 Continuation if a fixed term agreement—s 46

- (1) This clause applies if—
 - (a) this agreement is a fixed term agreement and a special term does not provide for this agreement to continue after the term ends; and
 - (b) a notice to leave, a notice of intention to leave or an abandonment termination notice has not been given by the lessor or the tenant to the other party before the day the term ends; and
 - (c) the tenant continues to occupy the premises after that day.
- (2) This agreement, other than a term about this agreement's term, continues to apply on the basis that the tenant is holding over under a periodic tenancy.

Schedule 3 (continued)

Note—

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

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

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

Note—

For when the tenant may terminate early under the Act, see clause 35 and the information statement. Under section 230, the lessor has a general duty to mitigate (avoid or reduce) the costs

Division 3 Rent**8 Amount**

- (1) The amount of the rent is the amount stated in this agreement for item 6.
- (2) However, if the lessor is the chief executive of the department in which the *Housing Act 2003* is administered, acting on behalf of the State—
 - (a) the amount of the rent is the amount calculated by the chief executive from time to time under the Public Housing Procedures Manual published by the department;²⁵ and
 - (b) an amount stated in this agreement for item 6 is included for the tenant's information only.

²⁵ The Public Housing Procedures Manual may be inspected during business hours at any office of the department in which the *Housing Act 2003* is administered.

Schedule 3 (continued)**9 When, how and where rent must be paid—ss 47 and 48**

- (1) The rent must be paid at the times stated in this agreement for item 7.
- (2) The rent must be paid—
 - (a) in the way stated in this agreement for item 8; or
 - (b) in another way agreed after the signing of this agreement by—
 - (i) the lessor or tenant giving the other party a notice proposing the way; and
 - (ii) the other party agreeing to the proposal in writing; or
 - (c) if there is no way stated in this agreement for item 8 or no other way agreed—in an approved way under section 47.²⁶
- (3) The rent must be paid at the place stated in this agreement for item 9.
- (4) However, if, after the signing of this agreement, the lessor gives a notice to the tenant stating a different place for payment and the place is reasonable, the rent must be paid at the place while the notice is in force.
- (5) If no place is stated in this agreement for item 9 and there is no notice stating a place, the rent must be paid at an appropriate place.

Examples of an appropriate place—

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

10 Rent in advance—s 49

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

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

²⁶ Section 47 (How rent to be paid) of the Act

Schedule 3 (continued)

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

Note—

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

11 Rent adjustments—s 53

- (1) The lessor may decrease or increase the rent only by giving notice of the proposed decrease or increase to the tenant.
- (2) The notice must state the amount of the decreased or increased rent and the day from when it is payable.
- (3) If the rent is increased, the day stated must not be earlier than—
 - (a) the day provided for in a special term; or
 - (b) if a special term does not provide for the day—7 days after the notice is given.
- (4) A rent increase is payable by the tenant only if the rent is increased under this clause.
- (5) This clause does not apply if the lessor is the chief executive of the department in which the *Housing Act 2003* is administered, acting on behalf of the State.

12 Rent decreases—s 54

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

Note—

For details of the situations, see the information statement.

Schedule 3 (continued)

Division 4 Rental bond**13 Rental bond required—ss 57 and 59**

- (1) The tenant must, when the tenant signs this agreement, pay to the lessor or the lessor's agent any rental bond stated in this agreement for item 10.
- (2) However, a special term may require the bond to be paid at another stated time or by stated instalments.

Note—

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

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

Example—

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

Note—

For how to apply to the authority or a tribunal for the bond at the end of the tenancy, see the information statement and sections 65 to 74. Delay in applying may mean that payment is made on another application for payment.

14 Increase in bond—s 83

- (1) The tenant must increase the rental bond if—
 - (a) the rent increases and the lessor gives notice to the tenant to increase the bond; and
 - (b) the notice is given at least 11 months after—
 - (i) this agreement started; or

Schedule 3 (continued)

- (ii) if the bond has been increased previously by a notice given under this clause—the day stated in the notice, or the last notice, for making the increase.
- (2) The notice must state the increased amount and a day by which the increase must be made.
 - (3) For subclause (2), the day must be at least 1 month after the tenant is given the notice.

Division 5 Outgoings**15 General service charges—ss 90 and 91**

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

- (a) the tenant enjoys or shares the benefit of the service; and
- (b) the service is stated in this agreement for item 11.1; and
- (c) either—
 - (i) the premises are individually metered for the service; or
 - (ii) this agreement states for item 12 how the tenant's apportionment of the cost of the service is to be worked out; and
- (d) this agreement states for item 13 how the charge may be recovered by the lessor from the tenant.

Note—

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

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

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

Schedule 3 (continued)

- (a) the tenant is enjoying or sharing the benefit of a water service to the premises; and
- (b) the premises are individually metered for the supply of water or water is supplied to the premises by delivery by means of a vehicle; and
- (c) this agreement states for item 11.2 that the tenant must pay for water supplied to the premises.

Note—

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

- (2) However, the tenant does not have to pay an amount—
 - (a) that is more than the amount of the water consumption charges payable to the relevant water supplier; or
 - (b) that is a fixed charge for the water service to the premises.
- (3) Also, the tenant does not have to pay an amount for a reasonable quantity of water supplied to the premises for a period if, during the period, the premises are not water efficient for section 91A of the Act.

Note—

For details about water efficiency, see the information statement.

- (4) In deciding what is a reasonable quantity of water for subclause (3), regard must be had to the matters mentioned in section 94(3A)(a) to (e) of the Act.
- (5) The tenant must pay the amount of the charge to the lessor within 1 month of the lessor giving the tenant copies of relevant documents about the incurring of the amount.
- (6) In this clause—

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

Schedule 3 (continued)*Note—*

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

**Division 6 Rights and obligations concerning
the premises during tenancy****Subdivision 1 Occupation and use of premises****17 No legal impediments to occupation—s 99**

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

Examples of possible legal impediments—

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

18 Vacant possession and quiet enjoyment—ss 100 and 101

- (1) The lessor must ensure the tenant has vacant possession of the premises (other than a part of the premises that, under a special term, the tenant does not have a right to occupy exclusively) on the day the tenant is entitled to occupy the premises under this agreement.
- (2) The lessor must take reasonable steps to ensure the tenant has quiet enjoyment of the premises.
- (3) The lessor or lessor's agent must not interfere with the reasonable peace, comfort or privacy of the tenant in using the premises.

Schedule 3 (continued)

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

The lessor or the lessor's agent may enter the premises during the tenancy only under sections 109 to 114.²⁷

Note—

See the information statement for details.

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

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

Examples of things that may constitute a nuisance—

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

21 Units and townhouses—s 45

- (1) The lessor must give the tenant a copy of any body corporate by-laws under the *Body Corporate and Community Management Act 1997* applicable to—
 - (a) the occupation of the premises; or

²⁷ Sections 109 (Grounds for entry), 110 (Notice of entry), 111 (General qualifications about entry), 112 (Rules of entry), 113 (Entry under order of tribunal) and 114 (Unlawful entry of premises) of the Act

Schedule 3 (continued)

- (b) any common area available for use by the tenant with the premises.
- (2) The tenant must comply with the by-laws.

22 Number of occupants allowed

No more than the number of persons stated in this agreement for item 14 may reside at the premises.

23 Pets

- (1) The tenant may keep pets on the premises only if this agreement states for item 16.1 that pets are approved.
- (2) If this agreement states for item 16.1 that pets are approved and this agreement states for item 16.2 that only—
 - (a) a particular type of pet may be kept, only that type may be kept; or
 - (b) a particular number of pets may be kept, only that number may be kept; or
 - (c) a particular number of a particular type of pet may be kept, only that number of that type may be kept.

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

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

Schedule 3 (continued)

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

Note—

For details about the maintenance, see the information statement.

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

non-standard items means the fixtures attached to the premises and inclusions supplied with the premises stated in this agreement for item 4.2.

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

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

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

Schedule 3 (continued)

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

- (1) The lessor must supply and maintain all locks necessary to ensure the premises are reasonably secure.
- (2) The lessor must give the tenant, or if there is more than 1 tenant, 1 of the tenants, a key for each lock that—
 - (a) secures an entry to the premises; or
 - (b) secures a road or other place normally used to gain access to, or leave, the area or building in which the premises are situated; or
 - (c) is part of the premises.
- (3) If there is more than 1 tenant, the lessor must give the other tenants a key for the locks mentioned in subclause (2)(a) and (b).

27 Changing locks—ss 121 and 122

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

Example of a reasonable excuse—

an emergency requiring the lock to be changed quickly

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

Schedule 3 (continued)

28 Fixtures or structural changes—ss 117–119

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

Note—

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

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

Examples of terms—

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

Schedule 3 (continued)

Subdivision 4 Damage and repairs**29 Meaning of emergency and routine repairs—ss 123A and 123B**

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

30 Nominated repairer for emergency repairs—s 124

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

Schedule 3 (continued)

- (a) in this agreement for item 17; or
 - (b) in a notice given by the lessor to the tenant.
- (2) The nominated repairer is the tenant's first point of contact for notifying the need for emergency repairs.

31 Notice of damage—s 125

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

32 Emergency repairs arranged by tenant—ss 126 and 127

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

Note—

For how the tenant may require reimbursement for the repairs, see sections 127(2) and (3) and 128 and the information statement.

Schedule 3 (continued)

Note—

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

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

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

Examples of what may be fair wear and tear—

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

37 Keys

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

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

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

39 Exit condition report—s 42A

- (1) As soon as practicable after this agreement ends, the tenant must prepare, in the approved form, and sign a condition report for the premises and give 2 copies of the report to the lessor or the lessor's agent.

Example of what might be as soon as practicable—

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

Schedule 3 (continued)*Note—*

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

- (2) The lessor or the lessor's agent must, within 3 business days after receiving the copies of the report—
 - (a) sign the copies; and
 - (b) if the lessor or agent does not agree with the report—show the parts of the report the lessor or agent disagrees with by marking the copies in an appropriate way; and
 - (c) either—
 - (i) if the tenant has given a forwarding address to the lessor or agent—return a copy to the tenant at the address; or
 - (ii) if a forwarding address has not been given—keep the copies.
- (3) The lessor or agent must keep a copy of the condition report signed by both parties for at least 6 months after this agreement ends.

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

- (1) The tenant must take all of the tenant's belongings from the premises at the end of the tenancy.
- (2) The lessor may not treat belongings left behind as the lessor's own property, but must deal with them under sections 230A to 230C²⁸ of the Act.

Note—

For details of the lessor's obligations under sections 230A to 230C, see the information statement. They may include an obligation to store

²⁸ Sections 230A (Goods left on premises), 230B (Documents left on premises) and 230C (Application about goods left on premises) of the Act

Schedule 3 (continued)

goods and may allow the lessor to sell goods and pay the net sale proceeds (after storage and selling costs) to the public trustee.

Division 9 Miscellaneous**41 No other payments required from tenant—s 95A**

The lessor or lessor's agent must not ask for or receive from the tenant or anyone else an amount for entering into, extending or continuing this agreement, other than an amount for rent, a rental bond, or a fee or other amount required or permitted to be paid under the Act.

42 Costs—s 39(6)

The lessor must pay all costs of preparing this agreement.

43 Lessor's agent

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

44 Notices

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

Note—

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

- (2) A notice from the tenant to the lessor may be given to the lessor's agent.

Schedule 3 (continued)

- (3) A notice may be given to a party to this agreement or the lessor's agent—
 - (a) by giving it to the party or agent personally; or
 - (b) if an address for service for the party or agent is stated in this agreement for item 1, 2 or 3—by leaving it at the address, sending it by prepaid post as a letter to the address or by sending it by facsimile to the address.
- (4) If no address for service is stated in this agreement for item 2 for the tenant, the tenant's address for service is taken to be the address of the premises.
- (5) A party or the agent may change his or her address for service only by giving notice to each other party of a new address for service.
- (6) On the giving of a notice of new address for service for a party or the lessor's agent, the address for service stated in the notice is taken to be the party's or agent's address for service stated in this agreement for item 1, 2 or 3.
- (7) Unless the contrary is proved—
 - (a) a notice left at an address for service under this clause is taken to have been received by the party to whom the address relates when the notice was left at the address; and
 - (b) a notice sent by post is taken to have been received by the person to whom it was addressed when it would have been delivered in the ordinary course of post; and
 - (c) a notice sent by facsimile is taken to have been received at the place where the facsimile was sent when the sender's facsimile machine produces a transmission report indicating all pages of the notice have been successfully sent.

Schedule 4 Fees

section 36

Lessor's fee for service supplied in sale or attempted sale of caravan (s 147 of the Act)—

- (a) if the sale price is not more than \$18000. 5% of the sale price
- (b) if the sale price is more than \$18000. \$900 plus 2.5% of the part of the sale price over \$18000

Schedule 5 Dictionary

section 2

general tenancy agreement see section 6(2).

information statement means an information statement required under section 43 of the Act to be given to a tenant.

lessor, for part 3, see section 11.

moveable dwelling tenancy agreement see section 7(2).

relevant agreement see section 16(1).

relevant tenant see section 16(1).

State authority means any of the following—

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

State tenancy agreement see section 8(2).

tenancy information—

- (a) for a general tenancy agreement, see section 6(3); or
- (b) for a moveable dwelling tenancy agreement, see section 7(3); or
- (c) for a State tenancy agreement, see section 8(3).

Endnotes

1 Index to endnotes

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2 Date to which amendments incorporated

This is the reprint date mentioned in the Reprints Act 1992, section 5(c). Accordingly, this reprint includes all amendments that commenced operation on or before 1 April 2008. Future amendments of the Residential Tenancies Regulation 2005 may be made in accordance with this reprint under the Reprints Act 1992, section 49.

3 Key

Key to abbreviations in list of legislation and annotations

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

4 Table of reprints

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

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

Reprint No.	Amendments included	Effective	Notes
1	none	26 August 2005	
1A	2006 SL No. 227	1 September 2006	
1B	2008 SL No. 79	1 April 2008	

5 List of legislation

Residential Tenancies Regulation 2005 SL No. 208

made by the Governor in Council on 25 August 2005

notfd gaz 26 August 2005 pp 1477–8

commenced on date of notification

exp 1 September 2015 (see SIA s 54)

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

amending legislation—

Building Regulation 2006 SL No. 227 ss 1–2, pt 14

notfd gaz 18 August 2006 pp 1821–5

ss 1–2 commenced on date of notification

remaining provisions commenced 1 September 2006 immediately after the commencement of s 5 of the Building and Other Legislation Amendment Act 2006 No. 36 (see s 2 and 2006 SL No. 226)

Residential Tenancies Amendment Regulation (No. 1) 2008 SL No. 79

notfd gaz 28 March 2008 pp 1721–4

ss 1–2 commenced on date of notification

remaining provisions commenced 1 April 2008 (see s 2)

6 List of annotations

Prescribed water efficiency levels—Act, s 91A(8)

s 27A ins 2008 SL No. 79 s 4

Transitional provision for Building Regulation 2006

s 39 ins 2006 SL No. 227 s 76

Transitional provision for Residential Tenancies Amendment Regulation (No. 1) 2008

s 40 ins 2008 SL No. 79 s 5

SCHEDULE 1—GENERAL TENANCY AGREEMENTS**PART 2—STANDARD TERMS****Water service charges—ss 90(1A) and 91A**

s 17 sub 2008 SL No. 79 s 6(1)

No legal impediments to occupation—s 99

s 18 amd 2006 SL No. 227 s 77

Meaning of emergency and routine repairs—ss 123A and 123B

s 30 amd 2008 SL No. 79 s 6(2)

SCHEDULE 2—MOVEABLE DWELLING TENANCY AGREEMENTS**PART 2—STANDARD TERMS****No legal impediments to occupation—s 99**

s 18 amd 2006 SL No. 227 s 77

Meaning of emergency and routine repairs—ss 123A and 123B

s 30 amd 2008 SL No. 79 s 7

SCHEDULE 3—STATE TENANCY AGREEMENTS**PART 2—STANDARD TERMS****Water service charges—ss 90(1A) and 91A**

s 16 sub 2008 SL No. 79 s 8(1)

No legal impediments to occupation—s 99

s 17 amd 2006 SL No. 227 s 77

Meaning of emergency and routine repairs—ss 123A and 123B

s 29 amd 2008 SL No. 79 s 8(2)